



## Customer Agreement (Residential)

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the "Agreement") describes the terms and conditions between you and Viasat, Inc. ("Viasat," "Us" or "We") applicable to Viasat's Internet access services, which includes the Viasat, Exede, and WildBlue Internet services, Viasat's email service (the "Internet Service(s)"), voice over Internet protocol service ("Voice"), Viasat Flex service ("Flex"), and Viasat Shield ("Shield") (the Internet Service(s), Voice, Flex, and Shield may also be individually referred to as the "Service" or collectively referred to as the "Services"). Please note that if you receive your bill for your Service from a third party, the terms of any customer agreement with that third party and their contact information will be different than provided in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and Viasat, as well as important limitations on those rights. If you would like to contact us, you may call 1-855-463-9333 or write to: **Viasat, Inc., P.O. Box 4427, Englewood, CO 80155 - Attention: Customer Care.**

**SECTION 8.4 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 8.4 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION AS FOLLOWS: (a) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING; AND (b) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 8.4 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT AND THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT.**

### **A. Minimum Service Commitment.**

- i. **Minimum Service Commitment Requirements.** The Internet Services require you to commit to a 24-month minimum service term ("Minimum Service Term"), unless (i) a different term is stated in this Agreement for your plan; or (ii) you chose the month-to-month service term option at the time you ordered Internet Services ("No Long-Term Contract Option") and pay the associated nonrefundable one-time upfront No Long-Term Contract Option fee.
- ii. **Plan Changes for All Current Customers.** If you change your Service location, or change your Internet Service plan, and the change requires: (i) the use of upgraded Equipment (as defined below), or (ii) a service call to your premises, then you must commit to a new 24-month Minimum Service Term beginning on the date your new Internet Service is activated ("Renewal Service Term"). You may not downgrade your Internet Service Plan to a lower tier Internet Service Plan until 30 days after activation of your Internet Service.

**If you have a Minimum Service Term or Renewal Service Term and terminate Internet Service prior to the expiration of the Minimum Service Term or Renewal Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the termination fee described below (the "Termination Fee") and/or any other termination fee described in this Agreement applicable to the Service(s) you are receiving.**

**B. Term and Renewal.** The term of this Agreement commences on the date your Internet Service is activated and continues for either (i) the duration of the applicable Minimum Service Term or Renewal Service Term; or (ii) until terminated by you or Viasat. After the applicable Minimum Service Term or Renewal Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you terminate this Agreement pursuant to Section 4.3.

**C. Equipment.** New Internet Service customers must lease the equipment provided by Viasat consisting of a modem, antenna and transceiver ("Equipment") in order to receive the Internet Service. Only a Viasat-authorized installer may install the antenna and transceiver at your residence. Only a Viasat-authorized installer may install the modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem. In addition to the Equipment, Flex customers must lease a Digital Subscriber Line (DSL) modem, which will be provided and installed by AT&T Corp. ("Flex Equipment").

**D. Unlimited Data Policy/Data Allowance Policy/Bandwidth Usage Policy.** The unlimited data Service plans are governed by the Unlimited Data Policy and, as set forth in Exhibit A, after you use a certain amount of data during your monthly billing period, we may prioritize your data behind other customers during network congestion, which will result in slower speeds. The Liberty service plans ("Liberty Plan(s)") and the Basic 25 service plan are subject to "Priority Data" usage limits, which are described in the Data Allowance Policy. If you exceed your Priority Data usage limits, you will receive "Liberty Pass" for the remainder of your monthly billing period. Liberty Pass speeds will be slower than Priority Data speeds, may be extremely slow when the network is busy, do not support video streaming on multiple devices and may not support streaming of high-definition video. More details are set forth in Exhibit A. Exede Classic, Essential 10, Evolution, Basic 12 (excluding unlimited data version) and WildBlue Internet Service plans are subject to strict data usage limits, which are described in the Data Allowance Policy. If you exceed your data usage limits, Viasat will significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for the remainder of your monthly billing period. The Freedom service plan ("Freedom Plan") is governed by the Bandwidth Usage Policy and is not subject to a strict data allowance; however, as set forth in Exhibit A, if you use more than 150 GB of data during your monthly billing period, certain speeds of your Internet Service will be slowed, as described in the Bandwidth Usage Policy. The data usage explanations for our Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein.

**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of any applicable Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$15.00 unless a different termination fee is stated in this Agreement for your Internet Service plan.

**F. Return of Equipment.** Additional charges will apply as specified in the Lease Addendum if (i) you fail to return the modem and transceiver within 30 days after termination of this Agreement, or (ii) you agree to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within 45 days after agreeing to upgrade your Internet Service. If you purchased your Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, Viasat is not obligated to de-install the Equipment.

**G. Payment Authorization.** You authorize Viasat to charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all or any portion of your Service fees, the Termination Fee, if applicable (and/or any other applicable termination fee) and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where Viasat is required under applicable law to accept another method of payment or Viasat has agreed to accept another method of payment from you.

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This Agreement has 15 pages and incorporates Viasat's Data Allowance Policy, Bandwidth Usage Policy, Unlimited Data Policy, Privacy Policies, Acceptable Use Policy, Viasat Shield Application End User Terms and Conditions Agreement, Email End User License Agreement, and your Internet Service plan details as posted on [www.viasat.com/legal](http://www.viasat.com/legal). In addition, if you are leasing your Equipment, receiving Voice, receiving Services through our Recovery Act Program, and/or receiving the Emergency Broadband Benefit Program discount, the Agreement incorporates, as applicable, the Lease Addendum, the EasyCare Addendum, the Voice Addendum, the Recovery Act Addendum and/or the Emergency Broadband Benefit Program Addendum. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the incorporated documents, as each of them may be updated from time to time.

**If you did not receive Sections 1 through 8 of this Agreement, Exhibit A, and, if applicable, the Lease Addendum, the EasyCare Addendum, the Voice Addendum, the Recovery Act Addendum and/or the Emergency Broadband Benefit Program Addendum, DO NOT SIGN THIS AGREEMENT.**

**CUSTOMER INFORMATION**

**AUTHORIZED SIGNER INFORMATION**

(if Customer is not present at Installation)

Customer Signature: \_\_\_\_\_

Authorized Signer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Customer Name: \_\_\_\_\_

Print Authorized Signer's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Relationship to Customer: \_\_\_\_\_

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

## Terms and Conditions

### 1. The Service.

**1.1 Limitations.** The Internet Service is available at locations within the United States with an unobstructed view of the southern sky. **You acknowledge all download and upload Internet Service speeds are "up to," are not guaranteed and will vary. If you are receiving the Internet Service through a WildBlue Internet Service plan, voice over Internet protocol services may not work. The performance of some games over the Internet is very poor and some games may not work at all. Virtual private networks and remote computer access may be very slow with the Internet Service. Some virtual private networks may not work at all.**

**1.2 System Requirements.** It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices and are not receiving a Viasat Wi-Fi Modem or Viasat Wi-Fi Gateway modem, or another other device that provides for wireless connectivity) required to access the Internet Service.

**1.3 Hibernation Plan (formerly the Vacation/Seasonal Suspend Plan).** If you have an eligible Internet Service plan and you have received and paid for the Internet Service for at least 30 days, you may convert your Internet Service plan to the "Hibernation Plan." You must receive the Hibernation Plan for a minimum of 60 days. You may not receive the Hibernation Plan for more than 180 days in any 12-month period. The monthly Internet Service fee for the Hibernation Plan will be as stated by us at the time that you convert to the Hibernation Plan. Your monthly Internet Service fee for the billing periods in which you switch into and out of the Hibernation Plan will be pro-rated to reflect the difference between the monthly Internet Service fee for your Internet Service Plan and the Hibernation Plan. The months in which you receive the Hibernation Plan will count towards your Minimum Service Term. If you are paying a monthly Equipment Lease Fee (defined in the Lease Addendum to this Agreement), a monthly fee for the EasyCare Plan (defined in the EasyCare Plan Addendum to this Agreement) or a fee for anti-virus software, you will continue to incur these charges while on the Hibernation Plan. If you prepaid your Equipment Lease Fee for the Minimum Service Term, the months during which you are on the Hibernation Plan will continue to be applied against your prepaid Equipment Lease Fee. Internet service, Buy More, the Late Night Free Zone, the Early Bird Free Zone, the Free Zone included with some Liberty Plans, the Video Data Extender, and Flex will not be available to you while you are on the Hibernation Plan. All promotional discounts will cease upon conversion of your account to the Hibernation Plan and will not be reactivated when you return to your Internet Service plan. Service calls are not available while you are on the Hibernation Plan unless you are receiving the EasyCare Plan. If you have been on the Hibernation Plan for 180 or more days in a 12-month period and have not called us to resume regular Internet Service plan, we will automatically restore your Internet Service to the lowest priced Internet Service plan currently available in your area. If you receive Voice, it will remain fully available while you are on the Hibernation Plan and it will be charged at its usual monthly rate.

### 2. Who May Use The Service? Responsibility and Supervision.

**2.1 Age and Account Set-Up.** You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence), unless specifically agreed to in writing by Viasat. You represent that you are at least 18 years of age. You agree that you are responsible for obtaining the initial installation services for the Equipment from a Viasat-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

**2.2 Multiple Use of Account.** Only devices physically located in your residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your "household" is limited to the single address where you reside and where the Service is installed, and does not include adjacent apartments, residences, offices or any type of space not physically associated with such address. Any use of the Service other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fee, if applicable, and/or any other applicable termination fee, without prejudice to any rights and remedies available to Viasat under this Agreement, at law and at equity.

**2.3 Installation of Equipment.** You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment, and if applicable Flex Equipment, in the location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to the Service, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the installation or use of the Service (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You acknowledge and agree that Viasat or its designated service provider will be required to access your premises and computer to install and maintain the Equipment, including, without limitation, the antenna and its components, and if applicable, Flex Equipment. Standard Equipment installations performed by Viasat-authorized installers include: (i) installation of the antenna to an outside wall or sloped roof; (ii) travel to and from your Service location within 50 miles of the installer's office; (iii) cable routed through one exterior wall and one interior wall or floor; (iv) connection of the antenna to the modem using up to 150 feet of cable; (v) connection of the modem to one computer using up to 7 feet of cable; and (vi) required mounting and cabling hardware. In addition, for Flex customers, an AT&T Corp installer will route one additional cable through one exterior wall. Any different or additional installation services or hardware are non-standard and may result in additional charges to be agreed upon between you and the installer. All installations include attaching the Equipment to your computer, installing software on your computer and configuring your computer to optimize the performance of the Internet Service. You confirm that you have reviewed the installation plan and agreed to any associated charges. If you approved a roof mount, you acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane). By signing this Agreement, scheduling one or more service or installation visits, and permitting us or our service provider to enter your home, you are authorizing Viasat and its service provider to perform all of the above actions. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. **NEITHER VIASAT NOR ITS SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR FLEX EQUIPMENT OR ANY INSTALLATION, REPAIR OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT OR FLEX EQUIPMENT, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.** This limitation does not apply to any damages arising from the gross negligence or willful misconduct of us or one of our designated service providers. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

**2.4 Customer Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You agree that you are responsible for backing up (a) any data you submit, receive or transfer over the Service, including, without limitation, your email; and (b) any data, files, programs, or applications on any device you connect to the Service. You acknowledge that you are aware that content accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of your account by minors. You ratify and confirm any obligations incurred by a minor using your account.

### 3. Fees and Payment.

#### 3.1 Fees, Taxes and Other Charges.

**(a) Commencement and Duration of Fees.** You acknowledge that (subject to any exceptions granted by us) you will pay for the Service each month in advance and such monthly fees will apply for each and every month (or portion of a month) that you are a customer, beginning with the date your Internet Service is activated. In addition, we may bill you for some aspects of the Services individually after they have been provided to you; these include charges to buy more data for your Internet Service, for your receipt of certain support services when you contact us, for toll calls and directory assistance calls made using Voice. Your account will continue until you cancel your account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fee, if applicable, and/or any other applicable termination fee. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

**(b) Billing and Charges.** You agree to pay, in accordance with the provisions of the Service plan you selected, any registration, activation or monthly fees (including, without limitation, any applicable discounts), service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable federal, state and local taxes, fees and surcharges related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on our charges and surcharges may be made available to you on [www.viasat.com](http://www.viasat.com). We will send your billing statements to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your Service plan details. Viasat reserves

the right to correct and charge under-billed or unbilled amounts for a period of 90 days after (i) any incorrect statement was issued or (ii) a statement should have been issued. Payment of the outstanding balance is due in full each month.

**(c) Administrative Fees.** If your electronic payment is not received by us by its due date or your payment is returned, we may charge you administrative late or nonpayment fees equal to the lesser of (i) \$5.00 per month, or (ii) the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full. If your EFT Payment or Card Payment fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) \$15.00, or (ii) the maximum amount permitted under applicable law. You acknowledge that these fees are not interest or finance charges and are reasonably related to the actual expenses we incur due to non-payment.

**(d) Price Lock Guarantee.** Our price-lock guarantee applies only to the monthly Internet Service fee and the Equipment Lease Fee (in each case before any promotional discounts) and excludes all taxes and surcharges. The price-lock guarantee requires that your account remain in good standing, and may terminate with certain account changes. If you purchased your Service before February 13, 2018, and your Service plan included a price-lock guarantee, the price-lock guarantee runs for 36 consecutive months from the date of account activation. If you purchased your Service on or after February 13, 2018, the price-lock guarantee runs for 24 consecutive months from the date of account activation.

**3.2 Card and EFT Payment Authorization.** You agree that Viasat will bill your monthly Service fee and lease fee (if applicable) and one time charges in advance and will bill other fees in arrears such as fees to buy more data, for your receipt of certain support services when you contact us, for toll calls, and in all cases will automatically collect these fees through either a Card Payment or EFT Payment. By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by Viasat. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. Each time you provide Viasat with an EFT Payment, you consent to Viasat verifying with a consumer reporting agency or other third party that the bank account you have provided is valid, available and acceptable to Viasat for electronic payments on your billing account. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information may be made by calling Viasat Customer Care at 1-855-463-9333. If you fail to provide us with any of the foregoing information, you agree that Viasat may continue charging you for any Service provided under your account. Your card issuer may also contact Viasat and notify Viasat of changes to your billing account, and you hereby authorize Viasat to update your billing account based upon such notice. In addition to administrative fees that you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated and you may owe us the Termination Fee, if applicable, and/or any other applicable termination fee. Your card issuer agreement governs use of your credit or debit card in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Viasat will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

**3.3 Billing Errors, Partial Payments and Collections.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us at 1-855-463-9333. You must contact us within 60 days of receiving the statement on which the error or problem appeared. We will make a statement available to you for each billing cycle showing payments, credits, purchases and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we may, but are not required to, accept them, without waiving any of our rights to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

**3.4 Reactivation.** To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Any amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

**3.5 Credit Inquiries and Reporting.** You authorize us to make inquiries and to receive information about your credit experience from others, including, without limitation, credit reporting agencies, to enter this information in your file and to disclose this information concerning you to third parties for reasonable business purposes. You authorize Viasat to report both positive and negative information about your payment history to any credit reporting agencies.

#### **4. Modifications, Rights of Cancellation or Suspension.**

**4.1 Modification of this Agreement.** Subject to Section 8.4(h) of this Agreement, Viasat reserves the right to modify this Agreement upon notice published on [www.viasat.com](http://www.viasat.com). Such modifications may include changes to, without limitation, our pricing and billing terms and our dispute resolution procedures. We may, but are not required to, also notify you by e-mail or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 below and stop using the Service within five days after the effective date of such modifications. Your continued use of the Service after this five-day period constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring the Termination Fee, if applicable, and/or any other applicable termination fee, by calling us within 30 days after the first statement reflecting such changes is issued.

**4.2 Modification of the Service.** We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including, without limitation, access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content that we or one of our vendors provide to you in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice on one or more of the Viasat websites or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service prior to the effective date of the changes. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use, Data Allowance, Bandwidth Usage and Unlimited Data Policies, Viasat Shield Application End User Terms and Conditions Agreement, and Email End User License Agreement, including, without limitation, actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Viasat or its customers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption.

**4.3 Termination by Customer.** Subject to your payment of the Termination Fee, if applicable, and/or any other applicable termination fee and the monthly fees for the full billing cycle in which termination occurred, you may immediately terminate this Agreement at any time by giving us written or telephone notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated. In limited circumstances, Viasat may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is suspended. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service. Viasat does not accept notices of termination or suspension via e-mail or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by e-mail. Once your account is terminated, you will no longer have access to any of the web or email services provided to you as part of the Service. In addition, if you leased your Equipment, upon termination you will be responsible for the return of the Equipment to Viasat in accordance with your obligations under the Lease Addendum.

**4.4 Termination or Suspension by Viasat.** We reserve the right in our sole discretion to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. If we terminate or suspend your Service because you have or a user of your account has breached this Agreement or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for



the full monthly Service fee for any month (or portion of a month) in which you receive the Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended.

## **5. Permitted Use and Restrictions on Use.**

**5.1 Software License.** Subject to the terms of this Agreement, Viasat grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Viasat (including any updates) only for the purpose of accessing the Service ("Software") on any computer(s) on which you are the primary user or which you are authorized to use. Our Privacy Policies provide important information about the Software applications we utilize. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including, without limitation, software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Viasat. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Viasat of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

**5.2 Restrictions on Use of the Service.** You agree to comply with Viasat's Acceptable Use Policy, Data Allowance Policy, Bandwidth Usage Policy, Unlimited Data Policy, Viasat Shield Application End User Terms and Conditions Agreement, and Email End User License Agreement applicable to your service located at [www.viasat.com/legal](http://www.viasat.com/legal), all of which are incorporated into and made a part of this Agreement. Viasat reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. You do not own or have any rights (other than those expressly granted to you) to a particular IP address, even if you are utilizing a static IP address.

**5.3 Prohibition on Resale.** Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g., via wi-fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an internet service provider or for any business enterprise or purpose, or as an end-point on a non-Viasat local area network or wide area network, unless specifically authorized in writing by Viasat. Other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy or any other Viasat policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment, or Flex Equipment, to any computer outside of your residence.

**5.4 No Unauthorized Use of Equipment or Software.** Title to and ownership of the Equipment (unless you purchased your Equipment from Viasat) and Software remains with Viasat, and you may not loan, transfer, sell, give away, tamper with, or alter the Equipment unless you obtain written approval from Viasat. You are strictly prohibited from servicing, altering, modifying, disassembling, reverse engineering, or tampering with the Equipment, Flex Equipment, Software or Service or permitting any other person who is not authorized by Viasat to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

**5.5 Compliance with Laws.** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

**5.6 Security.** You agree to take reasonable measures to protect the security of any devices you connect to the internet through the Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or an internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Viasat may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. Although Viasat has no obligation to monitor the Services or its network, Viasat and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Viasat network, the Services and other users of the Services. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).

**5.7 Responsibility of Customer.** You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Service(s), and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may terminate your Service. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify Viasat Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

**6. Equipment.** If you purchased your Equipment, the terms of sale applicable to the Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, Viasat's limited warranty (available at [www.viasat.com/legal](http://www.viasat.com/legal)) and service plan, if any. In addition, the Equipment and Flex Equipment contain software and/or other intellectual property, which are subject to a license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

## **7. Warranties and Limitations of Liability.**

**7.1 DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. VIASAT AND VIASAT'S SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS AND THIRD PARTY CONTENT PROVIDERS (COLLECTIVELY, "VIASAT'S PARTNERS") DISCLAIM ANY AND ALL WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AS WELL AS ANY AND ALL WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE AND ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU ARE DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. VIASAT AND VIASAT'S PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY VIASAT OR ANY OF VIASAT'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE VIASAT PROVIDES CUSTOMERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, VIASAT AND VIASAT'S PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. VIASAT AND VIASAT'S PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY CONCERNING EQUIPMENT PURCHASED BY YOU GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

**7.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VIASAT NOR ANY OF VIASAT'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF (I) USE OF THE SERVICE, (II) INABILITY TO USE THE SERVICE, (III) ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU, OR (IV) ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT VIASAT'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF VIASAT'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO VIASAT BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

**7.3 Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Viasat or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, Viasat's limited warranty (available at [www.viasat.com/legal](http://www.viasat.com/legal)) and service plan, if any.

**7.4 Service Interruptions.** Service may be interrupted from time to time for a variety of reasons, including, without limitation, weather conditions at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your home. We are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

**7.5 Indemnity.** You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

**7.6 Third Party Beneficiaries.** The provisions of this Section 7 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

## **8. General.**

**8.1 Call Monitoring and Recording.** For quality assurance, Viasat records and/or monitors telephone calls and online chat sessions between its customers and Viasat agents, employees and/or its affiliates regarding the Services. By using the Service, you (and anyone calling or otherwise contacting Viasat with regard to your account) consent to any and all call and online chat session recording and monitoring performed by Viasat or its agents, employees and/or its affiliates.

**8.2 Contact Information.** You agree that by entering into this Agreement and providing Viasat with your wireless phone number and/or any other telephone number and/or your e-mail address, Viasat or its agents may contact you for: (a) any account-related issues by calling or texting you at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals, and/or (b) for any account-related issues or for marketing purposes by sending an e-mail to such e-mail address. The consent provided here continues even if your Service terminates. If you do not wish to receive marketing emails, you may follow the opt-out instructions contained in any such email by making an opt-out request or by visiting <https://pages.viasat.com/UnsubscribePage.html>.

**8.3 Applicable Law.** This Agreement is made in the State of Colorado. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Colorado, in the United States, excluding conflicts of law provisions.

### **8.4 Dispute Resolution.**

**PLEASE READ THIS SECTION 8.4 CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH VIASAT AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 8.4 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."**

**(a) Scope of Arbitration Agreement.** You agree that any and all disputes or claims relating in any way to any aspect of your relationship or transactions with Viasat and/or your access to or use of Viasat's services ("Claim" or "Claims") will be resolved by binding arbitration, rather than in court, except that (a) either party may assert Claims in small claims court in the county of your billing address if the claims so asserted qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-collective, non-representative) basis; and (b) you or Viasat may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement is intended to be broadly interpreted and shall apply, without limitation, to:

- Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
- Any Claims that arose or were asserted before this Agreement or any prior agreement between us;
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or
- Any Claims that may arise after the termination of this Agreement.

This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf.

BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU ELECT NOT TO PARTICIPATE IN ANY ONGOING OR FUTURE PROCEEDINGS AGAINST VIASAT THAT ATTEMPT TO ASSERT CLAIMS ON A CLASS-, COLLECTIVE-, OR REPRESENTATIVE-WIDE BASIS.

**(b) Informal Resolution.** To expedite resolution of issues and control the cost of disputes, you and Viasat agree that, before either you or Viasat demands arbitration against the other, we will first try in good faith to resolve any Claim informally as follows: the party initiating the Claim must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference ("Notice"), which conference shall occur in person, or via telephone or videoconference, within 60 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. If you are represented by counsel, your counsel may participate in the dispute resolution conference, but you shall also fully participate in the conference. You will send your Notice to the address on the first page of this Agreement to the attention of the Viasat Legal Department, and we will send our Notice to your billing address. In the interval between the receiving party receiving such Notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's Claim(s). Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. Any statute(s) of limitations and any filing fee deadline(s) shall be tolled while the parties engage in the informal dispute resolution process required by this Section 8.4(b).

**(c) Arbitration Rules and Forum.** This Arbitration Agreement evidences a transaction in interstate commerce and is governed by the Federal Arbitration Act ("FAA") in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply. Before a party may initiate an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certifying completion of the informal dispute resolution conference pursuant to Section 8.4(b) of this Agreement. Such notice must be signed by hand, whether by you or by a Viasat representative, and may not be signed electronically. If this notice is being sent to Viasat, it must be sent by email to the counsel who represented Viasat in the informal dispute resolution process or, if there was no such counsel, then by mail to the address on the first page of this Agreement, to the attention of the Viasat Legal Department. We will send any such notice to your billing address.

The arbitration will be conducted by ADR Services, Inc. under its rules and pursuant to the terms of this Agreement. Arbitration demands filed with ADR Services, Inc. must include (a) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (b) a statement of the legal claims being asserted and the factual bases of those claims; (c) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (d) the handwritten signature of the party seeking arbitration (electronic signatures are not permitted). Each arbitration demand must also include a signed certification from you or your counsel that (a) you have complied with the pre-arbitration informal dispute negotiation requirement set forth in Section 8.4(b) of this Agreement; (b) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (c) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (d) the factual contentions have evidentiary support (or will after reasonable opportunity for further investigation or discovery). If you are represented by counsel, your counsel may participate in the arbitration, but you shall also fully participate in the arbitration.

Disputes shall be subject to ADR Services, Inc.'s most current version of its Arbitration Rules, available at <https://www.adrservices.com/services/arbitration-rules> or by calling ADR Services, Inc. at 310-201-0010 or by writing to the address on the first page of this Agreement to the attention of the Viasat Legal Department. The fees that shall apply to arbitrations administered by ADR Services, Inc. are set forth on ADR Services, Inc.'s website, available at <https://www.adrservices.com/rate-fee-schedule/>. Specifically, the fees set forth in ADR Services, Inc.'s Mass Employment Arbitration Fee Schedule shall apply when twenty (20) or more arbitration claims are filed which: (a) involve the same or similar parties; (b) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact; and (c) involve the same or coordinated counsel for the parties. In all other circumstances, the fees set forth in ADR Services, Inc.'s General Fee Schedule shall apply, except that Viasat will pay the portion of the initial case opening fees (if any) that exceeds the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. Payment of all filing, administration, and arbitration fees will be governed by ADR Services, Inc.'s rules. If the arbitrator finds that you cannot afford to pay ADR Services, Inc.'s filing, administrative, hearing, and/or other fees and cannot obtain a waiver of fees from ADR Services, Inc., Viasat will pay them for you. If ADR Services, Inc. is not available to arbitrate, the parties will meet and confer to discuss mutually agreeing to an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or (if and only if ADR Services, Inc. is available to do so) in person in the county where you live or at another mutually agreed location. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you or Viasat is entitled.

**(d) Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator is bound by this Arbitration Agreement. All disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. The arbitration will decide the rights and liabilities, if any, of you and Viasat. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties unless both you and Viasat otherwise agree in writing. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and Viasat.

If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then payment of all fees related to the arbitration shall be governed by the applicable arbitration rules. In such case, you agree to reimburse Viasat for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable arbitration rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim.

**(e) Waiver of Jury Trial. YOU AND VIASAT WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL.** You and Viasat are instead electing to have Claims and disputes resolved by arbitration, except as specified in Section 8.4(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

**(f) Waiver of Class, Collective, Consolidated, or Representative Actions. YOU AND VIASAT EXPRESSLY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER.** If, however, this waiver of class, collective, consolidated, or representative actions is deemed invalid or unenforceable with respect to a particular Claim or dispute, neither you nor Viasat is entitled to arbitration of such Claim or dispute. Instead, all such Claims and disputes will then be resolved by a court in the United States District Court for the District in which you reside. This provision does not prevent you or Viasat from participating in a class-wide settlement of claims.

**(g) Survival.** This Arbitration Agreement shall survive termination of this Agreement and your relationship with Viasat.

**(h) Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Viasat makes any future material change to this Arbitration Agreement, such change will not apply to any individual Claim(s) that you had already provided notice of to Viasat.

**(i) Timing.** Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or it will be barred.

**8.5 Notices, Disclosures and Other Communications.** Where notification by Viasat is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by Viasat shall be admissible in judicial, arbitration, or administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us of any change in your credit card information, e-mail or postal address by calling Viasat Customer Care.

**8.6 Construction and Delegation.** If any term of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

**8.7 Miscellaneous.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement which by their nature should continue shall survive any termination of this Agreement.

**8.8 Assignment of Account.** We may sell, assign, pledge or transfer this Agreement (including any addendum to this Agreement), your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

**8.9 Entire Agreement.** This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and Viasat, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.

## Exhibit A – Service Details, Data Usage and Video Streaming Quality Explanations

		Residential Internet Service Plans						
<b>Exede Classic Plans</b>		<b>Exede Classic</b>		<b>Exede Classic</b>		<b>Exede Classic</b>		
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	10		15		25		
<b>Essential 10 and Basic 12 (excluding unlimited data version)</b>		<b>Essential 10 / Basic 12 (excluding unlimited data version )</b>						
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	10						
<b>Exede Evolution Plans</b>		<b>Exede Evolution</b>						
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	Unlimited access to web pages and email and, depending on the service plan selected, either 5 GB, 10 GB or 20 GB of data for everything else. For complete details, see Data Allowance Policy – Residential, which you can view at <a href="http://www.viasat.com/legal">www.viasat.com/legal</a> .						
<b>Liberty and Basic 25 Plans</b>		<b>Liberty 10</b>	<b>Liberty 12</b>	<b>Liberty 18</b>	<b>Liberty 25</b>	<b>Liberty 30</b>	<b>Liberty 50</b>	<b>Basic 25</b>
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	10	12	18	25	30	50	12
		Liberty and Basic 25 Plan customers who exceed their Priority Data limit will receive Liberty Pass for the remainder of their monthly billing period. Liberty Pass speeds are slower than Priority Data speeds and may be extremely slow when the network is busy, which may greatly impair internet usage. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. (For complete details, see Data Allowance Policy – Residential, which you can view at <a href="http://www.viasat.com/legal">www.viasat.com/legal</a> .)						
<b>Freedom Plans</b>		<b>Freedom</b>						
Measured over a fixed monthly period	<b>No Strict Data Allowance</b>	If you use greater than 150 GB of data during a monthly billing period, certain speeds will be slowed, as described in the Bandwidth Usage Policy. In addition, Viasat may request that you reduce your monthly usage below 150 GB or transition to another plan. If you do neither, we may terminate your service. For complete details, see Bandwidth Usage Policy, which you can view at <a href="http://www.viasat.com/legal">www.viasat.com/legal</a> .						
<b>Unlimited Data Plans</b>		<b>Bronze 12, Silver 25, Gold 30 (purchased prior to February 13, 2018)</b>						
Measured over a fixed monthly period	<b>No Data Allowance</b>	After 150GB of data usage, we may prioritize your data behind other customers during network congestion, which will result in slower speeds as described in the Unlimited Data Policy. For complete details, see Unlimited Data Policy, which you can view at <a href="http://www.viasat.com/legal">www.viasat.com/legal</a> .						
		<b>Basic 12, Bronze 12, Bronze 25, Silver 12, Silver 25, Gold 12, Gold 30, Gold 50, Platinum 30, Platinum 50, Platinum 100 (purchased on or after February 13, 2018)</b>						
Measured over a fixed monthly period	<b>No Data Allowance</b>	<p>Depending on the specific unlimited data service plan available at your location, after you use a certain amount of data during your monthly billing period (as detailed below), we may prioritize your data behind other customers during network congestion, which will result in slower speeds. For complete details, see Unlimited Data Policy, which you can view at <a href="http://www.viasat.com/legal">www.viasat.com/legal</a>.</p> <ul style="list-style-type: none"> <li>Basic 12 (after 15 GB of data usage); Bronze 12 (after 35, 40 or 80 GB of data usage); Bronze 25 (after 35 GB of data usage); Silver 12 (after 45 or 60 GB of data usage); Gold 12 (after 65 or 100 GB of data usage); Silver 25 (after 60, 100 or 120 GB of data usage); Gold 30 (after 100 or 200 GB of data usage); Gold 50 (after 100 or 200 GB of data usage); Platinum 30 (after 150 GB of data usage); Platinum 50 (after 150 GB of data usage); and Platinum 100 (after 150 or 300 GB of data usage).</li> <li>To view your specific service plan details (including the amount of data you may use before we prioritize your data behind other customers during network congestion), log into your account at <a href="http://my.viasat.com">http://my.viasat.com</a>.</li> </ul>						

WildBlue Internet Service Plans			
Measured over a rolling 30-day period	<b>Value Pak</b>	<b>Select Pak</b>	<b>Pro Pak</b>
<b>Upload Threshold (MB)</b>	2,300	3,000	5,000
<b>Download Threshold (MB)</b>	7,500	12,000	17,000

Unlimited Data Plans Video Streaming Quality	
<b>Basic or Bronze Service plan</b>	Small screen quality (typically up to 360p)
<b>Any Silver Service plan</b>	DVD quality (typically up to 480p)
<b>Any Gold Service plan</b>	High-definition quality (typically up to 720p)
<b>Any Platinum Service plan</b>	Full High-definition quality (typically up to 1080p)

<u>Video Data Extender</u>
All Essential 10, Evolution, Liberty, Freedom, Basic 12 (excluding unlimited data version), Basic 25 and Exede Classic plans have the Video Data Extender. The Video Data Extender is a feature that streams video at DVD quality (optimized for 480p), which allows you to get more out of your monthly data allowance or other data threshold. Not all video sources are identifiable and available to benefit from the Video Data Extender. The feature is turned on by default. You can turn the Video Data Extender off or on at any time by visiting <a href="http://my.viasat.com">http://my.viasat.com</a> .
<u>Viasat Flex Service Feature</u>
Viasat Flex is an optional Service feature that adds AT&T Corp DSL service to your Internet Service plan, where available. Flex requires the purchase of Viasat Internet Service. Flex requires a separate additional installation of the Flex Equipment. Not all data sources, such as certain online games or VPNs, are identifiable and available to benefit from Flex. Flex is offered at no charge as part of an introductory promotion. Viasat reserves the right to charge for Flex in the future and will provide you the option to remove it before the end of the introductory promotion.
<u>Viasat Shield Service</u>
Viasat Shield is an optional Service that helps protect you from online risks and provides device management features. Shield service includes the availability of a Shield application for iPhones with iOS v9.0 or higher and Android with v4.1 or higher. Shield application is not supported on tablets. By using Shield and the Shield application, you acknowledge that you have read and agree to the <b>Viasat Shield Application End User Terms and Conditions Agreement</b> available at <a href="http://www.viasat.com/legal">www.viasat.com/legal</a> . Shield offers basic features available at no additional charge, and in select areas, premium features for a monthly fee billed by and paid to Viasat. You may discontinue premium features by contacting Viasat Customer Care.



## Lease Addendum

This Lease Addendum is between you and Viasat, Inc. and is separate and different from any other commitment you may have made with Viasat and is fully enforceable under these terms.

If you have purchased your Equipment from Viasat's predecessor-in-interest, WildBlue Communications, Inc., these terms do not apply to you.

1. **Applicable Documents and Terms.** If you leased Equipment or Flex Equipment from Viasat, the terms and conditions of this Lease Addendum, the Customer Agreement and the pricing terms of the lease promotion apply to you. Unless otherwise specified in your Customer Agreement: (i) the leased Equipment shall at all times remain the sole and exclusive property of Viasat and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Internet Service for any reason; and (ii) we will charge you a monthly Equipment lease fee (an "Equipment Lease Fee") for the Equipment. If you elected a promotion under which you prepaid lease fees for the Minimum Service Term, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term for the Minimum Service Term, the monthly Equipment Lease Fee will be charged to your payment method on file.
2. **Ownership by Viasat.** No leased Equipment provided to you by Viasat shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.
3. **Return of Equipment.**
  - A. If you cease to be a Viasat customer for any reason (whether voluntarily or involuntarily), you must call Viasat within seven days after the termination of your Internet Service to arrange for Viasat to (i) send you instructions for you to return the modem and transceiver to Viasat; or (ii) at Viasat's option, send you a prepaid shipping package for you to return the modem and transceiver to Viasat. You may make arrangements for Viasat to de-install the modem and transceiver at our standard rates. You acknowledge that the modem and transceiver must be returned to Viasat in good working order, normal wear and tear excepted. If Viasat does not receive the modem and transceiver within **30 days** after the termination of your Internet Service or if the modem and/or transceiver are damaged when they are returned to Viasat, you agree to pay Viasat the following fee(s), as applicable to you depending on your Service plan:

Equipment Type	Fee for Each Unreturned or Damaged Modem	Fee for Each Unreturned or Damaged Transceiver
Exede Wi-Fi Modem, Exede branded modem, or WildBlue branded modem and its associated transceiver	\$150.00	\$150.00
Viasat Wi-Fi Gateway modem and its associated transceiver	\$50.00	\$250.00

- B. If you agreed to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within **45 days** after agreeing to upgrade your Internet Service, you agree to pay Viasat the unreturned equipment fees for the applicable equipment types set forth in Section 3A above.
    - C. The fees set forth in Sections 3(A) and 3(B) above represent compensation for a portion of the expenses incurred by Viasat in establishing your account and providing you the modem and transceiver for your use. You agree that Viasat may charge any amounts due for any unreturned or damaged modem or transceiver using the payment method on file with Viasat (Card Payment or EFT Payment) and you hereby authorize such charges by Viasat.
4. **Defective Equipment.** Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Internet Service under this Agreement, Viasat will, at no additional charge to you, replace Equipment you lease from Viasat that Viasat, in its sole discretion, determines to be defective ("Defective Equipment"). Defective Equipment replacement under this Section 4 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. For the first 90 days after initial activation of your Internet Service, Viasat will waive its standard service call charge if Viasat makes a service call. After the first 90 days following initial activation of your Internet Service, Viasat's standard service call charge shall apply to all service calls by Viasat. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 1-855-463-9333. All maintenance and repair of Equipment shall be performed by us or our designee(s). Viasat may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.
5. **Monthly Lease Fee.** You will be charged a monthly fee for the lease of the Equipment in connection with the Internet Service you are purchasing. Applicable taxes, surcharges and fees will apply. IF YOU ARE NOT RECEIVING A PRICE-LOCK GUARANTEE, THE LEASE FEE IS SUBJECT TO CHANGE AT ANY TIME.
6. **Disclaimer.** VIASAT PROVIDES THE EQUIPMENT **AS IS**, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. VIASAT IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.
7. **Customer Acknowledgement.** Customer acknowledges and agrees that Viasat is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Care department by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.
8. **Viasat Flex Equipment.** If you have Flex Service, the Flex Equipment is leased to you and shall at all times remain the sole and exclusive property of Viasat or its designated partners, and we will have the right, in our sole discretion, to provide or replace leased Flex Equipment with new or reconditioned equipment and to remove, or require the return of, such equipment upon cancellation or disconnection of your Internet Service or Flex for any reason. No leased Flex Equipment shall be deemed fixtures or part of your realty. Our or our designated partner's ownership of such Flex Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Flex Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Flex Equipment shall be performed by us, or our designated partners, at our service rates in effect at the time of such service. VIASAT PROVIDES THE FLEX EQUIPMENT **AS IS**, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE FLEX EQUIPMENT. FLEX EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. VIASAT IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE FLEX EQUIPMENT PROVIDED TO YOU.

## EasyCare Plan Addendum

This EasyCare Plan Addendum is between you and Viasat, Inc. and is separate and different from any other commitment you may have made with Viasat and is fully enforceable under these terms.

If you have purchased your Equipment from Viasat's predecessor-in-interest, WildBlue Communications, Inc., or are otherwise not subject to the Lease Addendum, Viasat's EasyCare Plan ("EasyCare Plan") is not available to you, and these terms do not apply to you.

The EasyCare Plan is not available to residents of Alaska and Hawaii.

1. **Applicability.** If you leased your modem, antenna and transceiver ("Equipment" as defined above) pursuant to the Lease Addendum and subscribe to the EasyCare Plan, the terms of this EasyCare Plan apply to you.
2. **EasyCare Plan Services.**
  - A. **VIP 24/7 Customer Service.** You will receive Viasat's 24/7 telephone customer support on a priority basis through a dedicated EasyCare Plan customer telephone number ("EasyCare Number").
  - B. **Service Calls.** If you experience difficulty with your Equipment that Viasat, in its sole discretion, determines requires a service call to resolve, Viasat will waive Viasat's standard service call charge.
  - C. **Antenna Re-Pointing.** If Viasat, in its sole discretion, determines that the antenna included with your Equipment requires re-pointing, Viasat will re-point your antenna at no charge.
  - D. **Wiring Reconnection/Repair/Replacement Service.** If Viasat, in its sole discretion, determines that there is a problem with the wiring that connects the antenna and the modem included with your Equipment, Viasat will, at Viasat's option, reconnect, repair or replace the affected wiring at no charge if your Equipment was installed through a standard installation. A charge may apply to non-standard installations.
  - E. **Antenna and Transceiver Relocation Service.** At your request, or if Viasat, in its sole discretion, determines that it is required in order for you to continue receiving Internet Service, Viasat will remove and reinstall on your premises the antenna and transceiver included with your Equipment for the price of \$95.00. Antenna and transceiver relocation service is limited to one relocation per year at the same residential address at which you are then receiving Internet Service. The price for the relocation service covers one antenna and transceiver relocation. Antenna and transceiver relocation service under the EasyCare Plan does not include relocation of your Equipment to a new residential address. A charge may apply to antenna and transceiver relocation service involving non-standard installations.
3. **Term and Cancellation.**
  - A. **Term.** Subject to the terms and conditions of this EasyCare Plan Addendum, the term of your EasyCare Plan subscription begins on the day you subscribe to the EasyCare Plan and shall remain in effect for as long as you continue to subscribe to the EasyCare Plan, remain in good standing with Viasat and comply with the terms and conditions of the Agreement (including, without limitation, the terms and conditions of this EasyCare Plan Addendum).
  - B. **Termination or Suspension by Viasat.** Viasat may immediately, and without notice, suspend or terminate your subscription to the EasyCare Plan: (i) if your Internet Service is cancelled, terminated or suspended for any reason; (ii) if you do not timely pay Viasat any amount due or payable in connection with this Agreement; or (iii) if a hazard or danger to person or property prevents Viasat from performing any work during a service call, as determined by Viasat in its sole discretion.
  - C. **Termination by You.** The EasyCare Plan is optional and you may terminate your EasyCare Plan subscription at any time by calling Viasat customer service at 1-855-463-9333, calling the EasyCare Number, or through Viasat's online customer portal ("your account"). Viasat will not process your request to terminate the EasyCare Plan subscription if you request termination by email or chat. If you terminate your EasyCare Plan subscription during your monthly billing period, you will receive a prorated refund of the EasyCare Plan fee you prepaid for the month in which you terminate your EasyCare Plan subscription. If you terminate your EasyCare Plan subscription within ninety (90) days after subscribing, Viasat may charge you for any service call charges that would have been applicable to you if you had not subscribed to the EasyCare Plan. Additionally, if you terminate your subscription to the EasyCare Plan, you may not be eligible to re-subscribe for a period of at least one hundred eighty (180) days following termination, as determined by Viasat in its sole discretion.
4. **Exclusions.** This EasyCare Plan applies solely to your Equipment and provides no coverage with respect to any of your property (including, without limitation, your television, telephone, fax machine, router, computer, mobile device, or any data, program or application stored on any of such items) or the use of such property. Without limitation, the EasyCare Plan does not apply to, or provide you with any benefits for, any of the following:
  - Any Equipment problems existing prior to the beginning of your EasyCare Plan subscription;
  - Collision of the Equipment with, or explosion of, another object that damages the Equipment;
  - Unauthorized repairs to, or improper installation of the Equipment by anyone other than Viasat or a Viasat-authorized service provider;
  - Any items attached or connected to the Equipment, other than for a wiring service requested by you and performed by us pursuant to Section 2.D. of this EasyCare Plan Addendum;
  - Equipment located outside of Viasat's service area in the Continental United States and Alaska;
  - Internal software and Equipment components not essential to basic functionality of the Equipment;
  - Transportation damage to the Equipment;
  - Improper Equipment modifications;
  - Damage to the Equipment as a result of fire, flood, earthquake, rodent/insect damage, mold, water leaks, or any other natural causes;
  - Any wear and tear, deterioration or defect in the materials of, or any defect in the workmanship or skills relating to, the Equipment;
  - Damage to the Equipment as a result of a power surge or power interruption;
  - Accidental damage to the Equipment from handling;
  - Any damages or expenses relating to a loss of use of the Equipment;
  - Equipment used in contravention of the terms and conditions of the Agreement, including, without limitation, Equipment used in a commercial setting;
  - Assistance with computer technical issues;
  - Cosmetic blemishes or imperfections on the exterior of the Equipment; or
  - Expenses incurred as a result of the removal or relocation of Equipment, except when such service is requested by you and performed by us pursuant to Section 2.E. of this EasyCare Plan Addendum.

**5. Your Promises and Assurances. At all times during your EasyCare Plan subscription, you agree to:**

- Fully cooperate with, and disclose all relevant information to, Viasat customer service agents and authorized service providers during the diagnosis and replacement of your Equipment;
- Provide adequate access to your Equipment to Viasat and its authorized service providers during normal business hours;
- Provide Viasat and its authorized service providers with a non-threatening and safe environment in which to perform Viasat's obligations under this EasyCare Plan Addendum during each service call, if any;
- Not mislead, defraud or make any misrepresentation to Viasat or any Viasat authorized service provider; and
- Not falsify any documents or records related to the subject matter of the Agreement.

**6. Disclaimer. VIASAT PROVIDES THE EASYCARE PLAN AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICES PROVIDED TO YOU PURSUANT TO THE EASYCARE PLAN. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. THE EASYCARE PLAN DOES NOT AFFECT ANY RIGHTS YOU OTHERWISE MAY HAVE UNDER STATE OR FEDERAL LAW IN RESPECT TO ANY WARRANTY RELATING TO THE LEASED EQUIPMENT. VIASAT IS NOT RESPONSIBLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SERVICES PROVIDED TO YOU PURSUANT TO THE EASYCARE PLAN. ADDITIONALLY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS EASYCARE PLAN ADDENDUM DOES NOT CONSTITUTE A SERVICE CONTRACT, SERVICE WARRANTY, PRODUCT WARRANTY OR AN INSURANCE POLICY UNDER ANY STATE OR FEDERAL LAW.**

## Voice Addendum

**This Addendum for Viasat's Voice Service (formerly known as "Exede Voice" and also referred to as "Voice") contains the terms and conditions applicable to your Voice Service, as supplemented by the terms of the Customer Agreement to the extent not addressed by this Addendum. You may only receive the Voice Service if you are also receiving a Voice eligible Internet Service plan.**

1. **Service Term.** This Addendum will take effect on the date your Voice account is activated by Viasat and will continue until terminated by you or Viasat in accordance with this Addendum and the Customer Agreement. You are required to subscribe to a minimum Voice Service term of six months regardless of whether or not you have a Minimum Service Term for Internet Services. After this initial six-month term expires, it will automatically renew on a month-to-month basis, unless you have agreed to a new Voice Service term under any program then offered by Viasat.
2. **Voice Equipment.** As part of your Voice Service, Viasat will provide to you certain equipment (the "Voice Equipment"). Depending on the service plan you've selected and the Voice Equipment provided to you, you may need to self-install the Voice Equipment. If you did not lease your Voice Equipment, you own the Voice Equipment and do not need to return it if you terminate the Voice Service.
3. **Termination Fee.** If you terminate Voice before completion of the initial six-month Voice Service term, you will be required to pay Viasat a termination fee equal to \$10.00 multiplied by the number of full months remaining in the initial six-month term.
4. **Fees and Payment.** Voice will be billed under the same terms and conditions as the billing terms and conditions pertaining to the Internet Service. Charges for Voice will show on your Internet Service invoice as a separate line item. Viasat does not provide paper invoices or statements. You are responsible for paying all charges on all calls made to destinations outside of the 50 United States, the District of Columbia and Canada, and directory assistance calls ("Toll Calls"). Toll Call charges are billed in arrears. You will be charged for each Toll Call in accordance with the Voice Toll Call chart, available on [www.viasat.com/voice](http://www.viasat.com/voice), which may be revised by Viasat at any time. Viasat retains the right to collect an Administrative Cost Recovery Fee as allowed by law to help cover any costs to comply with federal, state and local regulatory requirements. Additional terms relating to pricing, billing, and payment for your Voice plan are set forth on our website: [www.viasat.com/voice](http://www.viasat.com/voice), and are incorporated in this Addendum.
5. **911 Service.**

**WHILE VOICE MAY BE USED FOR EMERGENCY CALLS IN THE ENHANCED 911 SYSTEM ("911"), IT HAS LIMITATIONS AND RISKS. BY PURCHASING VOICE, YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING LIMITATIONS ON 911 SERVICE, INCLUDING, WITHOUT LIMITATION, FOR OTHER PERSONS WHO MAY PLACE 911 CALLS OVER YOUR VOICE SERVICE. IF YOU HAVE ANY QUESTIONS ABOUT 911 CALLS ON VOICE, CALL VIASAT AT 1-855-463-9333.**

**VOICE MAY BE INTERRUPTED OR BE OTHERWISE UNAVAILABLE (RESULTING IN THE INABILITY TO CONNECT 911 CALLS) FOR ANY ONE OR MORE OF THE FOLLOWING REASONS, OR OTHER EVENTS BEYOND VIASAT'S CONTROL:**

- A. **Service Availability.** Because Voice is provided through satellite technology, 911 service available through Voice may be limited in comparison to 911 service that is available through traditional landline telephone carriers. Loss of service availability for Voice can be caused by a number of reasons, including, without limitation, network failures caused by weather events, network or equipment upgrades, network congestion, or other technical problems.
  - B. **Relocation of your Voice Equipment outside of your current Service Address requires Viasat's consent.** In order for your 911 calls to be properly directed to emergency services, Viasat must have the address where the Voice Equipment is located, which is listed at the bottom of the first page of the Customer Agreement (your "Service Address"). The Service Address is the address to which emergency services are directed. If you relocate the Voice Equipment from the Service Address without Viasat's approval, 911 calls may be directed to the wrong emergency authority, may transmit an address different from where the emergency is happening, and/or Voice (including, without limitation, 911 calling) may fail altogether. You must call Viasat at 1-855-463-9333 (through Voice or another phone service) and receive Viasat's consent before you relocate your Voice Equipment. Viasat will need several business days to update your Service Address in the 911 system so that your 911 calls can be properly directed. If there are delays in making your Service Address available in and through the automatic location information database used for all 911 calling, this will delay the availability of 911 calling.
  - C. **Loss of electric power.** If there is an electrical power outage in your home, 911 calling may be interrupted.
  - D. **Suspension of Internet Service.** Viasat will continue to support 911 service in the event that your Internet Service is temporarily suspended (e.g. a short-term payment delinquency on an account); however, the disconnection of your Internet Service by Viasat will result in the termination of all aspects of the Voice Service, including, without limitation, 911 service.
6. **Additional Terms.** You agree to the following additional terms and conditions while using Voice:
- A. Subject to the limitations in Section 6.B. below, Viasat will transfer ("port") your existing wireline or wireless telephone number for use with Voice. It will take approximately 5-10 business days after you order Voice to port your existing telephone number. Cancellations or changes to a port request within 72 hours of a scheduled port may result in additional fees. Viasat will port your telephone number from Voice to another carrier at the request of that carrier, upon termination of your Voice Service. If no such request is made, Viasat may transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you. Further, in the event your Voice Service is disconnected by Viasat for non-compliance with the terms of this Addendum or the Customer Agreement, Viasat may, unless you promptly authorize another carrier to request that your number be ported, transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you.
  - B. Your existing telephone number may not be available for porting to the telephone rate center associated with your Service Address. In such instances, Viasat will provide you with a new telephone number. New telephone numbers utilized for Voice are assigned in accordance with applicable federal and state numbering rules. A new telephone number provided to you may not be a local telephone number for the rate center associated with your Service Address. If this happens, certain calls to you from within your telephone rate center may be long distance calls for the caller.
  - C. Viasat reserves the right to limit Toll Calls to 2,000 minutes in each billing period. In addition, Viasat may place a fraud warning on your account after you incur \$200.00 in Toll Call charges in any billing period. This may result in us charging your payment method on file for payment prior to the end of your usual billing cycle. If we are unable to collect these charges, we reserve the right to terminate your ability to make Toll Calls.
  - D. Voice is available solely as a single line, and does not allow you to place calls to 1-900 numbers.



- E. Voice blocks calls to countries on the list of blocked countries, available on [www.viasat.com/voice](http://www.viasat.com/voice), which may be revised by Viasat at any time.
- F. If Viasat sends you the Voice Equipment to install, you are solely responsible for installation of the Voice Equipment and activation of your number.
- G. Changes requested by you to your Voice Service, such as changing your caller ID, are subject to a change fee of \$2.00 per occurrence, in Viasat's sole discretion.
- H. Voice has limitations with respect to fax equipment, security systems, and other analog data services and devices. For example, no additional phone line tuning is available to support faxing capabilities to satisfy industry standards, and Viasat does not provide battery backup on Voice Equipment, although you may independently obtain and connect such a system ([see](#) Voice FAQs available on [www.viasat.com/voice](http://www.viasat.com/voice)).
- I. You are not allowed to move your Voice Equipment to any other location or use your Voice Equipment with any other internet service provider (ISP) service without Viasat's prior approval ([see](#) 911 Service, Section 5.B. above).

**7. Limited Warranty.**

- A. Viasat warrants that your Voice Equipment is new, or equivalent to new in accordance with industry-standard practices, and is free from defects in material and workmanship for a period equal to your Voice Service term or 365 days from the date you receive your Voice Equipment, whichever is less (the "Limited Warranty Period"). This limited warranty does not cover damage or affected operation of covered equipment resulting from external causes, including, without limitation, accidents, acts of God, abuse, vandalism, misuse, problems with electrical power, servicing not authorized by Viasat, unauthorized disassembly or opening of components, usage not in accordance with product instructions, and problems caused by use of parts or components not supplied by Viasat. This limited warranty also does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to your Voice Equipment after installation; accessories or parts that are not installed at the factory; or any damage to the Voice Equipment caused by your misuse, neglect or abuse of the Voice Equipment or failure to follow Viasat's reasonable instructions.
- B. Viasat will replace your Voice Equipment if Viasat determines, in its sole discretion, that such equipment is defective within the scope of the limited warranty. To receive limited warranty service, you must contact Viasat's Customer Care department, toll-free, at 1-855-463-9333, within the Limited Warranty Period. If Viasat determines, in its sole discretion, that service is required pursuant to the limited warranty, Viasat will ship new or reconditioned replacement Voice Equipment to your address in the contiguous US, freight prepaid. Viasat may also enclose pre-paid shipping materials which must be used to ship the defective Voice Equipment back to Viasat's designated address; or Viasat may provide alternate return instructions. If Viasat requests the return of the defective Voice Equipment and provides return shipping materials or alternate return instructions, and (i) you do not return the Voice Equipment, or (ii) the returned Voice Equipment is not received in good condition (other than the defect itself or damage occurring during shipment), you will be responsible for paying the full list price of the Voice Equipment that was sent as a replacement. Viasat may charge you for any repairs or replacement costs to out of warranty Voice Equipment, including, without limitation, related shipping and handling charges.
- C. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. VIASAT'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN THE VOICE EQUIPMENT IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES APPLICABLE TO THE VOICE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION AND EFFECT TO THE LIMITED WARRANTY SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**8. Service Limitations; Exclusion of Incidental and Consequential Damages.**

YOU ACKNOWLEDGE AND AGREE THAT VOICE AND THE INTERNET SERVICE MAY EXPERIENCE SIGNIFICANT DOWNTIME, HIGH LATENCY, OR REDUCED SPEEDS DURING YOUR USE OF VOICE. VIASAT AND VIASAT'S PARTNERS SHALL NOT HAVE ANY LIABILITY BEYOND THE REMEDIES SET FORTH IN THE LIMITED WARRANTY ABOVE, NOR ANY LIABILITY WHATSOEVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THE VOICE EQUIPMENT NOT BEING AVAILABLE FOR USE OR FOR THE INABILITY TO PLACE CALLS, OR FOR LOST OR INTERRUPTED CALLS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

**9. 911 Limitation of Liability/Indemnity.**

VIASAT AND VIASAT'S PARTNERS SHALL HAVE NO LIABILITY TO YOU, OTHER USERS OF YOUR ACCOUNT OR ANY THIRD PARTY, AND YOU WAIVE ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO THE INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS VIASAT AND EACH OF VIASAT'S PARTNERS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/ OR COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT) BY OR ON BEHALF OF YOU OR ANY USER OR THIRD PARTY ARISING OUT OF OR RELATED TO THE FAILURE OF 911 TO FUNCTION PROPERLY OR AT ALL, VIASAT'S PROVISION OF 911 SERVICES OR VIASAT'S FAILURE TO PROVIDE ACCESS TO 911 SERVICES.

## Recovery Act Addendum

This Recovery Act Addendum (the “Addendum”) only applies to customers who are receiving Internet Service under Viasat’s Recovery Act grant. Viasat’s Recovery Act grant expired on or about September 24<sup>th</sup>, 2013, and thus Recovery Act Service has not been available to new customers since then. For Recovery Act Service, all terms and conditions of the Customer Agreement apply, as well as these supplemental terms:

1. **Recovery Act Program.** The Recovery Act Program is part of a federal government program to provide satellite broadband internet service to rural premises where cable, DSL and fiber internet services are not available at the time of Internet Service activation. Only customers located in regions 1, 2, and 3 (as designated by the Rural Utilities Service) who meet the eligibility requirements set forth below may participate in the Recovery Act Program.
2. **Eligibility Requirements.** As a precondition to receiving the Internet Service, you represent and warrant that to the best of your knowledge:
  - (i) you cannot receive cable, DSL, or any other wireline broadband service at your premises;
  - (ii) you are not a current satellite broadband customer and you did not disconnect your satellite broadband services to become eligible for this Program.
3. **Data Allowance Policy.** Recovery Act Service is subject to data usage limits which are described in Viasat’s Data Allowance Policy. The 30-day data usage limits for the Recovery Act Service plans are:

Recovery Act Plans	Basic*	Expanded	Commercial	Gold	Platinum
<b>Data Allowance (Both Upload and Download in GB)</b>	10.3	19.0	27.0	37.0	60.0
<b>Video Data Extender</b>	All Recovery Act plans, except Recovery Act plans provided through Surfbeam-1 equipment, have the Video Data Extender. The Video Data Extender is a feature that streams video at DVD quality (optimized for 480p), which allows you to get more out of your monthly data allowance or other data threshold. Not all video sources are identifiable and available to benefit from the Video Data Extender. The feature is turned off by default. You can turn the Video Data Extender on or off at any time by visiting <a href="http://my.viasat.com">http://my.viasat.com</a> .				

\*If you are receiving the Recovery Act Basic Plan through Surfbeam-1 equipment, you are subject to the Data Allowance Policy – WildBlue Internet Service plans and this chart does not apply to you. Your data allowance thresholds are the same as the data allowance thresholds for the Pro Pak, as set forth on Exhibit A and in the Data Allowance Policy – WildBlue Internet Service plans.

4. **Minimum Service Commitment.** If you are receiving the Recovery Act Basic Plan, you had a 12-month Minimum Service Term. If you are receiving any other Recovery Act Plan, you had an 18-month Minimum Service Term.
5. **Termination Fees.** If you are receiving the Recovery Act Basic Plan and terminate the Internet Service within the first 30 days following activation, you will not be charged a penalty or termination fee, but you must return your Equipment as set forth in the Lease Addendum. If you are receiving the Recovery Act Basic Plan and terminate the Internet Service after the first 30 days following activation but before completion of the Minimum Service Term or if you are receiving any of the other Recovery Act Plans and terminate Internet Service at any time following activation but before completion of the Minimum Service Term, you will be required to pay a termination fee equal to the number of months left in your Minimum Service Term multiplied by \$20.00.
6. **Monthly Rental Fee.** As a Recovery Act Program customer, you will be leasing Equipment from Viasat and will be subject to all of the terms and conditions set forth in the Lease Addendum except that you will not be charged a monthly fee for the rental of the Equipment in your possession.
7. **Conflict.** If there is a conflict between the terms of the Customer Agreement and this Addendum, the terms of this Addendum shall control.

## Emergency Broadband Benefit Program Addendum

This Emergency Broadband Benefit Program (“EBB Program”) Addendum (the “EBB Addendum”) only applies to customers who are receiving discounted Internet Service under the EBB Program. The EBB Program is temporary and will expire six months after the COVID-19 pandemic is declared over, or when the federal funding for the EBB Program runs out, whichever happens first, and at such time this EBB Addendum will no longer apply. For Internet Service customers participating in the EBB Program, all terms and conditions of the Customer Agreement apply, as well as these supplemental terms:

1. **EBB Program.** The EBB Program is a temporary Federal Government subsidy program designed to help low-income households connect to the Internet and stay connected during the COVID-19 crisis. It was created by Congress and offered by the Federal Communications Commission (“FCC”) to provide eligible households with discounted internet services during the Covid-19 pandemic. Qualifying households may apply the monthly EBB Program discount to their Internet Service plan, and may see a temporary decrease in the monthly internet Service bill up to \$50 per month, or up to \$75, if the household resides on qualifying Tribal lands. Only customers located in select service areas, as determined by Viasat in its sole discretion, and who meet the eligibility requirements set forth by the FCC, may apply the EBB Program discount to their monthly Internet Service fee.
2. **Eligibility Requirements.** As a precondition of applying the EBB Program discount to your Internet Service, you represent and warrant that to the best of your knowledge:
  - (i) you meet the eligibility criteria set forth by the FCC available at <https://www.fcc.gov/broadbandbenefit>;
  - (ii) you have verified your eligibility via the National Verifier available at [https://www.checklifeline.org/lifeline/?id=nv\\_flow&ebbp=true](https://www.checklifeline.org/lifeline/?id=nv_flow&ebbp=true);
  - (iii) you are not receiving the EBB Program discount from any other provider; and
  - (iv) you agree you will notify Viasat if any of your eligibility criteria changes during the EBB Program.
3. **EBB Program Discount.** You are only entitled to receive up to a \$50 credit, or \$75 if you reside on eligible Tribal lands, toward your Internet Service fee each month. In no case may your discount exceed the total amount of Internet Service fee and Equipment Lease fee in any given calendar month. Depending upon when you enroll in the EBB Program, and the date of your billing cycle, you may see different discount amounts applied during the first two months and in the final month of the EBB Program. If your account shows a credit due to any discounts that exceed your total monthly Internet Service fee and Equipment Lease fee, such credit is not reflective of amounts actually reimbursed to Viasat by the FCC. You will not receive, and are not entitled to receive, a refund of such credits.
4. **Program Duration and Post-Program Requirements.** The EBB Program is temporary and will expire six months after the COVID-19 pandemic is declared over, or when the federal funding runs out, whichever happens first. Viasat will notify you via email 30 days before the discount expires or as soon as practicable after the FCC issues notice of the program ending. Further, Viasat may, in its sole discretion, elect to end its participation as a provider in the EBB program, at any time, by providing you with 60 days' notice via email prior to the discontinuation of your EBB Program discount. Prior to the conclusion of the EBB Program, you must elect to remain a Viasat Internet customer or elect to discontinue your Viasat Internet Service after the EBB Program ends. Viasat will stop providing you Internet Service at the conclusion of the EBB Program unless you affirmatively agree to continue to receive Viasat's Internet Services at the standard rates, terms, and conditions. At the conclusion of the EBB Program, this EBB Addendum will no longer apply.
5. **Usage Requirement.** You must use your internet service at least once in each calendar month during which you are enrolled in the EBB Program in order to receive the EBB Program discount. If, for any reason you do not use your Internet Service at least once during any month, you may not receive the EBB Program discount for that month; however, you may receive it in subsequent months so long as you cure your non-usage.
6. **Minimum Service Term Commitment and Termination Fees.** The months during which you receive the EBB Program discount will count toward any applicable Minimum Service Term. If you terminate your services with Viasat at any point during the EBB Program, or at the conclusion of the EBB Program, you will not be subject to any applicable Termination Fee, but you must return your Equipment as set forth in the Lease Addendum. If you elect to remain a Viasat customer at the conclusion of the EBB Program, as explained in Section 4 of this EBB Addendum, you will continue with your contracted Minimum Service Term subject to the terms of this Customer Agreement, including any applicable Termination Fee as explained in Section E of this Customer Agreement.
7. **Privacy.** Viasat processes your personal data, which may include your name, address, date of birth, email, phone number, Social Security Number, and government-issued identification (e.g., driver license, tax ID, tribal ID), to verify your eligibility and process your application for the EBB Program discount. Viasat has security controls in place to safeguard your personal data. Viasat complies with applicable data protection laws and retains your personal data for as long as necessary to meet legal obligations.
8. **Conflict.** If there is a conflict between the terms of the Customer Agreement and this EBB Addendum, the terms of this EBB Addendum shall control.