

**NOTICE:**

**THIS IS A CONTRACT. AT THE END OF THIS DOCUMENT, YOU WILL BE ASKED TO ACCEPT THIS AGREEMENT. BY CLICKING THE "I ACCEPT THE TERMS OF THE AGREEMENT" CHECKBOX, YOU ARE CONSENTING TO BECOMING A PARTY TO THIS AGREEMENT AND BEING BOUND BY THIS AGREEMENT, AND YOU ARE AGREEING THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.**

**IMPORTANT WARNING: IF YOU DO NOT ACCESS YOUR EMAIL ACCOUNT FOR NINE CONSECUTIVE MONTHS, SERVICE PROVIDER MAY TERMINATE YOUR EMAIL ACCOUNT AND DELETE ALL DATA RELATED TO IT.**

**END USER LICENSE AGREEMENT FOR EMAIL SERVICES**

This End User License Agreement for Email Services (the "Agreement") is by and between you, the party clicking the "I ACCEPT THE TERMS OF THE AGREEMENT" button at the end of this document ("you" or "user"), and ViaSat, Inc., a Delaware corporation ("Service Provider"). This Agreement is incorporated into the Customer Agreement that governs your use of the Internet service provided to you by Service Provider (the "Customer Agreement"). In consideration of the mutual promises set forth herein, you and Service Provider, intending to be legally bound, hereby agree as follows:

1. **Service.** Service Provider provides its email services (the "Service") to you subject to the terms and conditions set forth in this Agreement, as well as the Customer Agreement and Service Provider's Acceptable Use Policy, each of which can be viewed at [www.exede.com/legal](http://www.exede.com/legal).
2. **Grant of License.** Subject to the terms and conditions of this Agreement, Service Provider hereby grants to you a non-exclusive, non-transferable, limited license to use the Service software in object code form only (the "Software"). The Software is being licensed, not sold. You hereby agree that you will not (and will not permit anyone else to) copy, modify, rent, loan, distribute, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code, sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software, and you shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.
3. **Use.** By accepting this Agreement, you represent that you are 18 years of age or older and you will supervise and accept responsibility for usage of your email account by minors. You agree that you will not use the Service if you have been barred from receiving the Service under any applicable laws. Use of the Service requires compatible devices, Internet access, and certain software; may require periodic updates; and may be affected by the performance of these factors. You acknowledge that Service Provider may issue upgraded or modified versions of the Software from time to time, and may automatically electronically upgrade or modify the version of the Software that you are using on your computer. You consent to such automatic upgrading or modification, and agree that this Agreement (as amended from time to time) will govern all such versions.
4. **Account Data; Privacy.** You agree (a) to provide true, accurate, and complete information about yourself as prompted by the account registration form ("Account Data"), and (b) to promptly update the Account Data to keep it true, accurate, current, and complete. Account Data and certain other information about you is subject to Service Provider's Subscriber Privacy Policy, which can be viewed at [www.exede.com/legal](http://www.exede.com/legal).
5. **Content.** You are responsible for all information, text, data, music, sound, photographs, graphics, video, messages, and other materials (collectively, "Content") uploaded, downloaded, emailed, transmitted, stored or otherwise made available through your use of the Service or use of the Service by others through your account. As between you and Service Provider, you (and not Service Provider) are solely responsible for any Content stored, transmitted, or otherwise made available through your email account(s).
6. **Termination/Suspension.**

*Termination by You.* You may terminate your email account and/or stop using the Service at any time. To terminate your email account, contact Service Provider at 855-463-9333.

*Termination, Suspension or Modification by Service Provider.* Service Provider may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your email account and/or access to the Service. Cause for such termination shall include: (a) your violation of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your email or Internet service account with Service Provider; (c) Service Provider's termination or suspension of your Internet service account; (d) Service Provider's receipt of an order from law enforcement, a judicial body, or other government agency; (e) provisioning of the Service to you is or may become unlawful; (f) unexpected technical or security issues or problems; (g) your participation in fraudulent or illegal activities; (h) failure to pay any fees owed by you in relation to the Service, including your Internet service account with Service Provider; (i) you have not accessed your account for at least nine months; or (j) for any other reason in Service Provider's sole discretion either temporarily or permanently. Service Provider will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your email account and/or access to the Service. In addition, Service Provider reserves the right to modify or terminate the Service (or any part thereof), for any other reason in its sole discretion either temporarily or permanently. Service Provider will post on our website and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Service. It is your responsibility to check for any such notices. You agree that Service Provider shall not be liable to you or any third party for any modification or cessation of your email account or the Service.

*Effects of Termination.* Upon termination of your email account, you will lose all access to the Service and any portions thereof, including, but not limited to, your Content. In addition, after a period of time, Service Provider will delete information and data stored in or as a part of your account(s).

7. **Ownership.** You acknowledge that the Service and Software are and shall remain the sole and exclusive property of Service Provider (or Service Provider's third party vendor), and that as between Service Provider and you, Service Provider shall own all right, title and interest therein, together with all trademark, trade secret, copyright, and other intellectual property rights therein, foreign and domestic. You further agree that the Service and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
8. **DISCLAIMER OF WARRANTY. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER AND ITS AFFILIATES, AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, PARTNERS, LICENSORS AND CONTENT PROVIDERS (COLLECTIVELY, "VIASAT'S PARTNERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE. FURTHER, SERVICE PROVIDER AND VIASAT'S PARTNERS MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS; (b) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (d) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.**

**SERVICE PROVIDER AND VIASAT'S PARTNERS DO NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SERVICE PROVIDER AND VIASAT'S PARTNERS DISCLAIM ANY LIABILITY RELATING THERETO.**

**ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER, OR FOR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. 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.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSIONS ARE NOT ALLOWED BY APPLICABLE LAW.**

9. **LIMITATION OF LIABILITY. SERVICE PROVIDER AND VIASAT'S PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND INCLUDING THE COST OF PROCURING SUBSTITUTE GOODS, EVEN IF SERVICE PROVIDER HAS OR VIASAT'S PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER AND VIASAT'S PARTNERS ARISING OUT OF YOUR USE OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT FOR ANY DAMAGES, UNDER ANY THEORY OF LIABILITY, EXCEED ONE MONTH'S FEE FOR THE INTERNET SERVICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**
10. **Export Laws.** You agree that the Service and Software may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations of the United States (the "Acts"). You agree and certify that the Service and Software are not being used and will not be used for any purpose prohibited by the Acts. You may not access, download, store, load, install, execute, display, copy, export, or re-export the Service or Software (a) into or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing, downloading, storing, loading, installing, executing, displaying, or copying the Service or Software, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that Service Provider has no further responsibility for such after the initial license to you. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration, nor any other U.S. federal agency has suspended, revoked or denied your export privileges.
11. **Monitoring the Service/Information Disclosure.** Service Provider has no obligation to monitor the Service, but may do so itself, and/or through its third party service providers (a) to comply with laws, regulations, or governmental or legal process, orders or requests; (b) to protect the integrity of the Service (such as by identifying and filtering out spam); (c) to operate the technical aspects of the Service in a proper, effective, and reasonable manner; (d) to protect the rights, property or safety of Service Provider, its users, a third party, or the public; or (e) to enforce or prevent breaches of this Agreement. You acknowledge and agree that Service Provider, through its third party vendor, may, without liability to you, access, use, preserve and/or disclose your mailbox and account information and Content for any of the foregoing reasons.
12. **Survival.** Unless expressly terminated pursuant to the terms of this Agreement, Sections 7 through 14 hereof, and any other provisions that by their nature survive termination of this Agreement, shall survive termination of the Agreement.
13. **Dispute Resolution.** No action, regardless of form, arising out of the transactions under this Agreement, may be brought by you more than one (1) year after the cause of action has occurred, or was discovered to have occurred. All claims arising out of this Agreement shall be handled in accordance with Section 8.4 (Dispute Resolution) of the Customer Agreement.
14. **Changes.** Service Provider reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to herein as "Additional Terms") will be effective immediately when posted at [www.exede.com/legal](http://www.exede.com/legal). Your continued use of the Service after such posting will be deemed to constitute your acceptance of any and all such Additional Terms. You agree to review such web address from time to time to be aware of any such modifications. If you do not agree with any such modification, your sole remedy is to terminate this Agreement in accordance with Section 6 hereof. All Additional Terms are hereby incorporated into this Agreement by this reference.