



### Subscriber Agreement

This Subscriber Agreement, which includes the attached Terms and Conditions, the policies identified in this Subscriber Agreement that are identified as being part of, or incorporated into, this Agreement, and the terms of the particular Service plan you selected (collectively, the “**Agreement**”), describes the terms and conditions between the Subscriber set forth on the signature page below (“**you**” or “**Subscriber**”) and Viasat, Inc. (“**Viasat**,” “**Us**” or “**We**”) applicable to Viasat’s two-way, satellite based Internet access service (the “**Internet Service**”). Please note that if you receive your bill for the Internet Service from a third party, the terms of any customer agreement between you and that third party will govern your relationship with that third party (and those terms may be different than the terms of this Agreement). Please read this Agreement carefully since it sets forth important rights and obligations that you have governing the Internet Service as well as important limitations on those rights. If you would like to contact us, you may call 855-313-4111 or write to:

**Viasat, Inc.**  
**P.O. Box 4427**  
**Englewood, CO 80155**  
**Attention: Customer Care**

- A. Monthly Fee**, You will pay the monthly fee applicable to your Internet Service plan (the “**Monthly Fee**”) for the Internet Service.
- B. Minimum Service Commitment and Early Termination Fee**. Our Internet Service plans require you to commit to a 24-month minimum service term (“**Minimum Service Term**”), unless a different term is expressly provided in the written terms of the Internet Service plan you select. If you upgrade from an Internet Service plan and the upgraded plan requires: (i) the use of upgraded Equipment (as defined below), or (ii) a service call to the Subscriber Premises (as defined below), then you must commit to a new 24-month Minimum Service Term beginning on the date we activate your new plan. If you terminate Internet Service with us prior to the expiration of the then-applicable Minimum Service Term, you will owe (and your credit card, debit card, or bank account will promptly be charged) the Termination Fee (as defined below). The “**Termination Fee**” means an amount equal to the number of unpaid months left in your Minimum Service Term multiplied by \$15.00. For example, if you terminate Internet Service with 12 unpaid months remaining on your Minimum Service Term, the Internet Service Termination Fee would equal \$180.00.
- C. Term and Renewal**. The term of this Agreement commences on the date we activate your Internet Service and continues for the duration of the Minimum Service Term unless terminated earlier by you or Viasat. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have agreed to a new Minimum Service Term under another Internet Service plan offered by Viasat.
- D. Leased Equipment and Installation**. You must lease and install certain equipment directly or indirectly provided by us to receive the Internet Service. The equipment consists of a modem, a receiver, and ancillary customary mounting and installation materials (collectively, and as may be replaced from time to time, the “**Leased Equipment**”). The fee for the Leased Equipment (the “**Monthly Lease Fee**”) is set forth in your Internet Service plan, and, for some plans, may be included in the Monthly Fee. Applicable taxes, surcharges, and fees will apply to the Monthly Lease Fee. You agree to use only a Viasat authorized installer (a “**Designated Service Provider**”) to install the Leased Equipment on your premises (the “**Subscriber Premises**”). You will provide us with such location information (e.g., address, telephone number) that we may request of each Subscriber Premises subject to this Agreement. We will charge our standard one-time installation fee for a standard installation. Non-standard installations will be subject to additional charges above our standard installation fee. We will communicate to you the amount of the installation fee prior to installation. You agree to pay the installation fee on or prior to the date of installation.
- E. Data Usage Limits for Internet Service Plans**. Many of our Internet Service plans are subject to data usage limits. We detail the data usage limits and how we calculate data usage in our Viasat Data Allowance Policy – Business Plans (the “**Data Allowance Policy**”). The Data Allowance Policy is part of this Agreement. If you exceed your data usage limit and (i) you subscribe to a plan other than any Business unlimited data plan or the Business 30 Internet Service plan, we will charge you for such additional usage at the additional usage rate identified for your Internet Service plan as set forth in Table 1 below, or (ii) you subscribe to the Business 30 Internet Service plan, we will significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for the remainder of the applicable time period. Our current Internet Service plan menu, the data allowance limit, the additional usage rates and data usage threshold for each plan are set forth in Table 1 and Table 2 below. Please note that not all Internet Service plans are available in all areas.

**Table 1 - Viasat Business Metered Service Plans**

| <b>Business Metered Plans</b> | <b>Data Allowance (GB)<br/>(Combined Upload and Download) Measured over<br/>a Fixed Monthly Period</b> |                                       | <b>Additional Usage Rate</b> |
|-------------------------------|--|---------------------------------------|------------------------------|
| Redundancy                    | 1  |                                       | \$15.00 per GB               |
| Business Metered 1 GB         | 1  |                                       | \$10.00 per GB               |
| Business Metered 10 GB        | 10   |                                       | \$10.00 per GB               |
| Business 20                   | 20   |                                       | \$10.00 per GB               |
| Business Metered 20 GB        | 20   |                                       | \$6.00 per GB                |
| Business 30                   | <b>8:00 a.m.<br/>to<br/>3:00 a.m.</b>  | <b>3:00 a.m.<br/>to<br/>8:00 a.m.</b> | N/A                          |
|                               | 30   | At least 30*                          |                              |
| Business 50                   | 50   |                                       | \$10.00 per GB               |
| Business Metered 50 GB        | 50   |                                       | \$3.00 per GB                |
| Business 100                  | 100  |                                       | \$10.00 per GB               |
| Business 200                  | 200  |                                       | \$10.00 per GB               |
| Business Metered 200 GB       | 200  |                                       | \$2.00 per GB                |

\*Viasat does not currently enforce a data allowance during the period from 3:00 a.m. to 8:00 a.m., but reserves the right to do so in the future in its sole discretion.

**Table 2 - Viasat Business Unlimited Data Service Plans**

| <b>Business Unlimited Data Plans</b> | <b>Data Allowance</b> | <b>Data Usage Threshold ***<br/>(Combined Upload and Download) Measured over<br/>a Fixed Monthly Period</b> |
|--------------------------------------|-----------------------|---|
| Business Unlimited Data**            | Unlimited             | 300 GB  |
| Business Unlimited 15 Enhanced       | Unlimited             | 300 GB  |
| Business Unlimited 35                | Unlimited             | 75 GB   |
| Business Unlimited 60                | Unlimited             | 150 GB  |
| Business Unlimited 100               | Unlimited             | 200 GB  |

\*\* For the Business Unlimited Data plan, Viasat expressly reserves the right in the future and in its sole discretion to prioritize your data behind other customers during network congestion after 300 GB of data usage during your monthly measurement period, which will result in slower speeds.

\*\*\*Viasat’s Business unlimited data plans do not have a monthly data allowance. The amount of data you use will not affect your service speeds, unless the network is congested. After you exceed the data usage threshold for your service plan listed in the applicable chart above during your monthly measurement period, Viasat may prioritize your data behind other customers during network congestion, which will result in slower speeds. All uploaded and downloaded data transmitted using your Viasat service starting on the first day of your monthly measurement period will count towards your monthly data usage threshold. At the end of your monthly measurement period, your data usage resets to zero.

| <b>Business Unlimited Data Plans Video Streaming Quality</b> |  |
|--|--|
| Business Unlimited Data                                      | Full High-definition quality (typically up to 1080p)**** |
| Business Unlimited 15 Enhanced                               | Full High-definition quality (typically up to 1080p)     |
| Business Unlimited 35  | DVD quality (typically up to 480p)                       |
| Business Unlimited 60  | DVD quality (typically up to 480p)                       |
| Business Unlimited 100                                       | High-definition quality (typically up to 720p)           |

\*\*\*\*For the Business Unlimited Data plan, Viasat expressly reserves the right in the future and in its sole discretion to limit the quality of video streams above high definition-type quality to high definition-type quality, which is typically up to 1080p.

**Video Data Extender**

The Business Metered 1 GB, 10 GB, 20 GB, 50 GB, and 200 GB 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 off by default. You can turn the Video Data Extender off or on at any time by contacting Viasat at 855-313-4111.

**F. Return of Equipment.** If you fail to return the Leased Equipment within 30 days of termination of this Agreement for any reason, we will charge you the Unreturned Equipment Fee as set forth in Section 2.4 below. Viasat is not obligated to de-install the Equipment, but may do so for a fee.

**G. Subscriber Representations and Warranties.** Subscriber represents and warrants that (i) to the extent Subscriber is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of formation set forth on the signature block below, and (ii) the execution of this Agreement by the individual whose signature is set forth on the signature block for it below, and the delivery of this Agreement by Subscriber, have been duly authorized by all necessary corporate action on the part of Subscriber. The individual executing this Agreement represents and warrants that he or she is at least 18 years old (or at least the age of majority where applicable state law is greater than 18).

**You acknowledge that you have received, read, understand, and agree to be bound by all of the terms and conditions set forth in this Agreement, including the following policies, which can be found at [www.Viasat.com/legal](http://www.Viasat.com/legal): (1) Data Allowance Policy, (2) Acceptable Use Policy, (3) Subscriber Privacy Policy, and (4) Network Management Policy.**

**If you did not receive Sections 1 through 8 of the Terms and Conditions of this Agreement, DO NOT SIGN THIS AGREEMENT.**

**SUBSCRIBER**

**VIASAT, INC.**

Legal Business Name \_\_\_\_\_

Signature: /s/ Cody Catalena

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

Name: \_\_\_\_\_

Name: Cody Catalena

Title: \_\_\_\_\_

Title: President, Global Business Solutions

Subscriber State of Formation: \_\_\_\_\_

## **Terms and Conditions**

### **1. The Internet Service.**

**1.1 Limitations of the Internet Service.** Subject to certain exceptions, the Internet Service is available at locations within the United States with an unobstructed view of the southern sky. Your usage of the Internet Service is subject to the Acceptable Use Policy, which forms part of this Agreement. Your Internet Service plan sets forth certain “up to” upload and download speeds. The upload and download speeds you will experience using your Internet Service will vary significantly depending on a number of factors, including network or Internet traffic and congestion, the configuration of the device accessing the Internet, the speed of the websites you are visiting, the number of concurrent users, and whether you are accessing the Internet Service using Wi-Fi. Viasat does not guarantee stated “up to” speeds or uninterrupted use of the Internet Service. In a variety of circumstances, actual upload and download speeds will be lower than stated “up to” speeds, particularly during peak congestion periods. You should also be aware that the performance of some games using the Internet Service is very poor and some games may not work at all. Virtual private networks and remote computer access may also 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 access the Internet Service wirelessly or on multiple devices) required to access the Internet Service.

### **2. Leased Equipment and Installation.**

**2.1 Equipment Lease.** The Leased Equipment necessary to provide the Internet Service is being leased to you. We have the right, in our sole discretion, to provide or replace the Leased Equipment with new or reconditioned Leased Equipment. We also have the right to remove, or require the return of, any or all Leased Equipment (whether in working order or not) upon cancellation or disconnection of your Internet Service for any reason.

**2.2 Ownership by Viasat.** The Leased Equipment shall at all times remain the sole and exclusive property of Viasat. No Leased Equipment shall be deemed fixtures or part of your realty. Our ownership of the Leased Equipment may be displayed by notice contained on it. We reserve the right to make filings with governmental authorities we determine necessary to evidence our ownership rights in the Leased Equipment, and you agree to execute any and all documents as we determine necessary for us to make such filings. You shall not pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, tamper with, or alter the Leased Equipment (or any notice of our ownership thereon) at any time. We will perform any reinstallation, return, or change in the location of the Leased Equipment at our service rates in effect at the time of such service.

**2.3 Responsibility for Care of Leased Equipment.** You are solely responsible for preventing the loss, damage, or destruction of Leased Equipment.

**2.4 Return of Equipment.** If you cease to be a Viasat subscriber for any reason (whether voluntarily or involuntarily), you must call Viasat at 1-855-313-4111 within seven days after the termination of your Internet Service to make arrangements for Viasat to de-install the Leased Equipment at our standard rates; otherwise, Viasat will send you a prepaid shipping package for you to return the Leased Equipment to Viasat. You acknowledge that you must return the Leased Equipment 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 you return the modem and/or transceiver in a non-functioning or damaged state, you agree to pay Viasat the following fee(s), as applicable to you depending on your Service plan (“**Unreturned Equipment Fee**”):

| <b>Equipment Type</b>  | <b>Fee for each unreturned or damaged modem</b> | <b>Fee for each unreturned or damaged transceiver</b> |
|--|---|---|
| <b>Exede WiFi Modem or Exede branded modem, and its associated transceiver</b> | \$150.00  | \$150.00  |
| <b>Viasat Wi-Fi Gateway modem and its associated transceiver</b>               | \$50.00   | \$250.00  |

Additionally, you agree that Viasat may collect and charge the Unreturned Equipment Fee using the payment method on file with Viasat (Card Payment or EFT Payment) and you hereby irrevocably authorize Viasat to make such charges.

**2.5 Repair/Replacement.** 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 Leased Equipment that Viasat, in its sole discretion, determines to be defective (“**Defective Equipment**”). Defective Equipment replacement under this [Section 2.5](#) expressly excludes charges for service calls and for damage to, or destruction or misuse of, the Leased 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 unless such service call was necessitated as a result of damage to, or destruction or misuse of, the Leased Equipment. 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 in respect of the Leased Equipment or the Internet Service. You shall notify us promptly of any defect in, damage to, destruction of, or accident involving your Leased Equipment by calling 1-855-313-4111. All maintenance and repair of Leased Equipment shall be performed by us or our designee(s). Viasat will charge you for any repairs that are necessitated by any damage to, or destruction or misuse of, the Leased Equipment.

**2.6 Disclaimer. VIASAT PROVIDES THE LEASED EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE LEASED EQUIPMENT. LEASED 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, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE LEASED EQUIPMENT PROVIDED TO YOU.**

**2.7 Customer Acknowledgement.** You acknowledge and agree that Viasat is not extending credit and that any Unreturned Equipment Fee we may charge does not constitute interest, a credit service fee, or a finance charge.

**2.8 Stolen Leased Equipment.** If your Leased Equipment is stolen or otherwise removed from the Subscriber 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 Leased Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

**2.9 Permissions for Installation of Leased Equipment.**

(a) **Authority to Permit Installation of Equipment on the Subscriber Premises.** You represent and warrant that the Internet Service will be installed and used solely within the Subscriber Premises and that there are no legal, contractual, or similar restrictions on the installation of the Leased Equipment in the location(s) within the Subscriber Premises you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, business district or association rules, covenants, conditions, and restrictions, and lease obligations related to the Subscriber Premises applicable to the Internet Service (and the installation of the Internet Service), to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Internet Service and the installation of the Leased Equipment (collectively, "**Legal Requirements**"). Without limiting the foregoing, to the extent you are leasing the Subscriber Premises, you should review your lease and you agree to secure any landlord approvals that are necessary or advisable and pay any associated fees prior to installation of the Leased Equipment. We shall not be required to execute any agreements with any third party in connection with the installation. You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. If you approve a roof mount installation, 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).

(b) **Access to Your Premises and Computer.** You acknowledge and agree that Viasat or its Designated Service Provider must access the Subscriber Premises and, in certain circumstances, your computer or network to install and maintain the Leased Equipment, including the receiver (which may require roof access). This will include attaching the Leased Equipment to your computer, installing software on your computer or network, and configuring your computer or network to optimize the performance of the Internet Service. You confirm that you have reviewed the installation plan and agreed to any associated charges. 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. **EXCEPT AS ARISES FROM THE GROSS NEGLIGENCE OF VIASAT OR ITS DESIGNATED SERVICE PROVIDERS, NEITHER VIASAT NOR ITS DESIGNATED SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE LEASED EQUIPMENT OR ANY INSTALLATION, REPAIR, OR OTHER SERVICES ASSOCIATED WITH THE LEASED EQUIPMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE SUBSCRIBER PREMISES OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER OR NETWORK.** Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. If we determine in our sole discretion that there are unacceptable hazards associated with the installation, we may discontinue the installation at any point and terminate this Agreement without liability. In such a case, you will not incur any Termination Fees.

(c) **Authorization for Installation.** You hereby authorize Viasat or its Designated Service Provider to perform the installation of the Leased Equipment at the Subscriber Premises subject to the terms of this Section 2.9 and initiate the Internet Service.

**2.10 Software License for Leased Equipment.** The Leased Equipment contains software and/or other intellectual property that are subject to license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

**3. Users of the Internet Service; Responsibility and Supervision.**

**3.1 Account Set-Up.** We may, in our discretion, provide one or more administrative portals or websites available to Subscriber in connection with Subscriber's use of the Internet Service and their usage of data ("**Account Access**"). In connection with

Account Access and discussions with us regarding your account, we may furnish you with one or more user identifications or passwords. Subscriber is responsible for it and its authorized users' confidentiality of such information. Subscriber is also responsible for verifying and maintaining the account, options, settings, and other parameters under which the Internet Service are used. We may discontinue Account Access at any time in our discretion.

**3.2 Multiple Use of Account.** Only devices physically located in the Subscriber Premises may receive the Internet Service under a single billing account. For clarity, the Subscriber Premises shall be limited to the single address where the Internet Service is installed, and do not include adjacent apartments, residences, offices, or any type of space not physically associated with such address (nor suites or other locations at the single address if not associated with your business). Any use of the Internet Service other than as specified above is 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 Internet Service and the imposition of the Termination Fees, without prejudice to any other rights and remedies available to us under this Agreement.

**3.3 Subscriber Responsibility.** You are responsible for all access to and use of the Internet Service (and Account Access) through your account or password(s) and for any fees incurred for the Internet Service, or for software or other merchandise purchased through the Internet Service, or any other expenses incurred under this Agreement, including, without limitation access and use by your employees, agents, contractors, patrons or customers, and representatives. You are responsible for backing up (a) any data you submit, receive, or transfer over the Internet Service, including, without limitation, your email, and (b) any data, files, programs, or applications on any device you connect to the Internet Service. You acknowledge that you are aware that content accessible on or through the Internet Service may contain material that is unsuitable for minors. You are responsible for supervision of usage of your account by minors. You hereby ratify and confirm and shall be responsible for any obligations incurred by a minor using your account.

#### **4. Fees and Payment.**

##### **4.1 Fees, Taxes, and Other Charges.**

(a) **Commencement and Duration of Fees.** You will pay the Monthly Fee for the Internet Service each month in advance, for so long as you are a subscriber to the Internet Service, beginning with the date we activate the Internet Service. In addition, we may bill you for some aspects of the Internet Service individually after they have been provided to you; these include charges for additional data usage beyond your data allowance. 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). You may cancel your account at any time, subject to payment of the Termination Fee, if applicable. The Monthly Fee and the Monthly Lease Fee (and any other monthly recurring fee, if any) 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 Internet Service plan you selected, any registration, activation, 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. All fees under this Agreement are exclusive of all applicable federal, state, and local taxes, fees, and surcharges (collectively "**Taxes**") related to your use of the Internet Service, provision of services, software, or hardware, or the use of the Internet Service by users of your account. You agree to pay all such Taxes as reflected on your billing statement. Information on our charges and surcharges may be made available to you on [www.Viasat.com](http://www.Viasat.com) (and any successor website identified by us, collectively, the "**Viasat Website**"). 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. Unless otherwise agreed to by Viasat in writing, you understand and agree that you will not receive a paper statement in the mail. Additional terms relating to pricing, billing, and payment that are an integral part of this Agreement are contained in your Internet Service plan details. Viasat reserves the right to correct and charge under-billed or unbilled amounts for a period of 180 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 within 15 days of the date of invoice.

(c) **Administrative Fees.** If we do not receive your electronic payment 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 bank or other financial institution fails to honor the electronic funds transfer out of your bank account ("**EFT Payment**") or credit card or debit card payment ("**Card Payment**"), 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.

**4.2 Payment Authorization.** Viasat will initiate a Card Payment or EFT Payment, as applicable, for payment of all fees incurred in connection with the Internet Service, including any Termination Fee, and any other amounts payable under this Agreement unless applicable law requires us to accept another method of payment or Viasat has otherwise agreed in writing to accept another method of payment from you. You agree that Viasat will bill your Monthly Fee and the Monthly Lease Fee (to the extent the Monthly Lease Fee is not included in the Monthly Fee as identified by your Internet Service plan) and one time charges in advance and will bill other fees in arrears such as fees for additional data usage beyond your data allowance, and in all cases will automatically collect these

fees through either a Card Payment or EFT Payment. By signing this Agreement and receiving the Internet Service, you authorize automatic Card Payments or EFT Payments by Viasat. You agree that Viasat will bill the charges described above to the credit or debit card provided by you when you applied for the Internet Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update us with any changes to your account information, such as changes in your billing address, credit card number, credit card expiration date, bank account number, or contact email address. You may make changes to such information by calling Viasat Customer Care at (855) 313-4111. If you fail to provide us with any of the foregoing information, Viasat will continue charging you for any Internet Service provided under your account in the same manner it had previously charged. 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, we may immediately suspend your account and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before we issue your next statement, we may terminate your account and you will owe us the Termination Fee, if applicable. In addition, if you are receiving Internet Service at multiple locations, we may suspend or terminate any other account you have with us due to late payment or non-payment for your Internet Service at any location. Your card issuer agreement governs use of your credit or debit card in connection with the Internet 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. 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.

**4.3 Disputes and Partial Payments.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should promptly contact us at 855-313-4111. **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 you make a partial payment, we will apply it 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, you agree to pay the reasonable costs of collection, including, without limitation, collection agency fees, reasonable attorney’s fees, and court costs.

**4.4 Reactivation.** To reactivate suspended Internet Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance. In addition, we may require a deposit before reactivating your Internet Service. The amount of the deposit will not exceed an amount equal to 12 times the Monthly Fee. Any amounts you deposit 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, we will deduct the unpaid amount each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

**4.5 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.

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

**5.1 Modification of this Agreement.** We may modify this Agreement, which includes the incorporated policies, prospectively (and not retroactively), including, without limitation, our pricing and billing terms (“**Amendments**”) by posting such Amendments within the Viasat Website. Each Amendment is effective upon posting. We may, but are not required to, also notify you by e-mail or other electronic notice of the posting of an Amendment. If you do not agree to an Amendment, then you must terminate this Agreement in accordance with Section 5.3 below and stop using the Internet Service within 30 days after the effective date of such Amendment. Your continued use of the Internet Service after this 30-day period constitutes your acceptance of such Amendment. In the unlikely event a change results in an increase in the aggregate amount of Monthly Fee and the Monthly Lease Fee or a reduction of your permitted data limit (for metered Internet Service plans) during your Minimum Service Term, you may terminate your Internet Service, without incurring the Termination Fee, by calling us within 30 days after the Amendment, unless at the time you call we waive such increase (or we eliminate the data reduction) for you, in which case if you still choose to terminate the Internet Service, you will be liable for the Termination Fee. Other than payment increases or data cap reduction Amendments, termination for any other Amendments shall require payment of the Termination Fee if you are within your Minimum Service Term. You acknowledge and agree that termination of the Internet Service by you shall be your sole and exclusive remedy for any Amendment.

**5.2 Modification of the Internet Service.** Because of the nature of the ongoing provision of the Internet Service, we may discontinue, add to, or revise any or all aspects of the Internet 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 Internet 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 Internet Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice within

the Viasat Website, or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Internet Service within 30 days of the effective date of the changes. Your use of the Internet Service after 30 days from the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use and Data Allowance Policies, 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 subscribers, (e) withdraw, change, suspend, or discontinue any functionality or feature of the Internet Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Internet Service to prevent abusive consumption.

**5.3 Termination by Subscriber.** Subject to your payment of the Monthly Fee and the Monthly Lease Fee for the full billing cycle in which termination occurred and the Termination Fee, if applicable (and all other due and past due amounts, if any), you may immediately terminate this Agreement at any time by giving us written or telephone notice. Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Internet Service is terminated or suspended. In limited circumstances, Viasat may permit you to temporarily suspend Internet Service. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Internet 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 Internet Service. In addition, upon termination you will be responsible for the return of the Leased Equipment to Viasat as set forth in this Agreement. For a fee, Viasat will assist you with the return of the Leased Equipment.

**5.4 Termination or Suspension by Viasat.** We reserve the right in our sole discretion, either for convenience or with cause, to terminate your Internet Service and this Agreement or suspend your Internet Service at any time (with or without notice), in whole or in part. If we terminate this Agreement for convenience, we will provide you with 30 days' notice. If we terminate or suspend your Internet 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 Internet 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 Fee and the Monthly Lease Fee for any month (or portion of a month) in which you receive the Internet Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Internet Service is terminated or suspended.

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

**6.1 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 Internet Service ("**Software**") on any device(s) on which you are the primary user or which you are authorized to use. Our Subscriber Privacy Policy, which applies to the Internet Service, provides important information about the Software applications we utilize. Please read the terms of the Subscriber Privacy Policy very carefully, as they contain important disclosures about the use and security of data transmitted to and from your devices through the Internet Service. Unauthorized copying of all or any portion of the Software, including, without limitation, portions or items that have been merged 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. You agree that you shall not copy, distribute, decompile, or duplicate, or permit anyone else to copy, distribute, decompile, 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. The license granted under this Section 6.1 terminates upon termination of the Agreement or termination of the Internet Service.

**6.2 Restrictions on Use of the Internet Service.** You agree to comply with Viasat's Acceptable Use Policy and Data Allowance Policy. You also acknowledge and agree that the Internet Service is subject to Viasat's Network Management Policy. Viasat reserves the right to immediately terminate the Internet Service and this Agreement if you knowingly or otherwise engage in any prohibited activity under such Policies. 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 persistent IP address.

**6.3 Prohibition on Resale.** You agree not to use the Internet Service for operation as an Internet service provider, or to run programs, equipment, or servers from the Subscriber Premises that provide network content or any other similar services to anyone outside of the Subscriber Premises. Additionally, if you subscribe to the Viasat Business Unlimited Data plan, you are prohibited from allowing anyone who is not your agent or employee to use the Internet Service (e.g., via Wi-Fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis.



**6.4 No Unauthorized Use of Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the Leased Equipment, Software, or Internet Service or permitting any other person who is not authorized by Viasat to do the same.

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

**6.6 Security.** You agree to take reasonable measures to protect the security of any devices you connect to the Internet through the Internet 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 the Internet Service until such time as your computer or device is sufficiently protected to prevent further prohibited activities. You will be fully liable for all Monthly Fees, Monthly Lease Fees, and other charges under this Agreement during any period of suspension. Although Viasat has no obligation to monitor the Internet Service 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 Internet Service, identify violations of this Agreement, or protect the Viasat network, the Internet Service, and other users of the Internet Service. In all cases, you are solely responsible for the security of any device you choose to connect to the Internet Service, including, without limitation, the security of any data stored or shared on such device(s).

**6.7 Responsibility of Subscriber.** You are responsible for any misuse of the Internet Service, even if the misuse was committed by an employee, agent, customer, patron, or guest of yours (or any other third party) with access to your Internet Service account. You may not assign or transfer your Internet Service without our written consent. If you do, we may terminate your Internet Service and you will be liable for any Termination Fee.

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

**7.1 DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES ARE 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 INTERNET 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 INTERNET SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS, OR LATENCY PERFORMANCE. THE INTERNET SERVICE IS 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, OR NON-INFRINGEMENT. VIASAT AND VIASAT'S PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE INTERNET SERVICE WILL BE ERROR FREE, SECURE, OR UNINTERRUPTED, OR WILL 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 SUBSCRIBERS 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 INTERNET 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 INTERNET SERVICE.

**7.2 LIMITATION OF LIABILITY.** NEITHER VIASAT NOR ANY OF VIASAT'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE INTERNET SERVICE, INABILITY TO USE THE INTERNET SERVICE, OR 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 OR THE WARRANTIES SET FORTH IN SECTION 7.1 AND ELSEWHERE IN THIS AGREEMENT 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 THAT 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 its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Viasat, Viasat's Partners, or you were advised or aware of the possibility or likelihood of such damages or liability.

**7.4 Service Interruptions.** Internet Service may be interrupted from time to time for a variety of reasons, including, without limitation, weather conditions at the Subject Premises or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at the Subject Premises. The Internet Service is not fail safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Internet Service could lead to a severe injury to persons, property, or the environment. You expressly assume, and shall indemnify, defend, and hold us harmless from, all risks and liabilities associated with your use of the Internet Service in situations requiring fail-safe performance. Without limiting the foregoing, we are not responsible for any interruptions of the Internet Service that occur due to acts of God (including, without limitation, weather), power failure, satellite failure, ground station failure, or any other cause beyond our reasonable control. However, because we value our subscribers, 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 Internet Service interruption. **THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN ALL 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 of this Agreement by any user of your account) or placement on or over, or retrieval from or through, the Internet 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 Viasat's Partners, and each shall have the right to assert and enforce such provisions directly on its own behalf against you. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties and no other party shall be deemed a third-party beneficiary under this Agreement.

## **8. General**

**8.1 Call Monitoring, Recording, and Other Communications.** 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 Internet Service. By using the Internet 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. You agree that by entering into this Agreement and providing Viasat with your 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 Viasat 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 calling 1-855-313-4111.

**8.2 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 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, excluding conflicts of law provisions. For clarity, the Federal Arbitration Act shall govern the interpretation and enforcement of [Section 8.3](#).

**8.3 Dispute Resolution.** To expedite resolution of issues and control the cost of disputes, you and Viasat agree that any legal or equitable claim or cause of action relating to this Agreement, any addendum, or the Internet Service (referred to as a "**Claim**") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("**Notice**"). 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. If you and Viasat are unable to resolve the Claim within 60 days after Notice is received, then Viasat and you agree to arbitrate **any and all Claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited 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 relating in any way to this Agreement, the Internet Service, the Leased Equipment, installation of the Leased Equipment or service calls;
- 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 that in any way relate to the Internet Service, the Leased Equipment, installation of the Leased Equipment, service calls, or this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address if permitted by the laws of such county. **You agree that by entering into this Agreement, you and Viasat each expressly waive the**

**right to participate in a class action and/or a trial by jury.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Commercial Arbitration Rules (the “**Arbitration Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision, which shall solely be for a court of competent jurisdiction to decide. Any arbitration hearings shall take place in Douglas, Denver, or Arapahoe County in Colorado. 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. If your Claim is for \$10,000 or less, you and Viasat agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your Claim exceeds \$10,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of a party’s Claim or the relief sought by a Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related to the arbitration shall be governed by the 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 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. **YOU AND VIASAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Furthermore, the arbitrator may not consolidate more than one person’s Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you and Viasat otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, if Viasat makes any future change to this Dispute Resolution provision during your Minimum Service Term, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. Any Claim brought by you, or by users of your account, with respect to the Internet Service, the Leased Equipment, the installation of the Leased Equipment, service calls, or this Agreement must be instituted within one year after the Claim has arisen or it will be barred.

**8.4 Export Laws.** Without limiting your obligations under Section 6.5, you acknowledge that the hardware, software, technical data or technology, and/or services (for purposes of this Section 8.4 only, collectively, the “**Products**”) supplied by Viasat, directly or indirectly, under this Agreement are subject to U.S. export laws and regulations and the laws of non-U.S. governments that may apply to the import, export, use, transfer, or distribution of the Products. The applicable U.S. regulations are determined by the export control level of the Products and may include, without limitation, the Export Administration Regulations, Foreign Assets Control Regulations, and the International Traffic in Arms Regulations. You shall comply with these laws. Viasat shall have no obligation to deliver any Products in violation of U.S. export laws. You will not, without prior U.S. governmental authority authorization, export, re-export, or transfer (for purposes of this Section 8.4, collectively “**Export**”) any Products, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction, or to any resident or national of these countries (a current list includes Cuba, Iran, North Korea, Sudan, and Syria), or to any person or entity listed on any U.S. government restricted party list. In addition, no Products may be exported, re-exported, or transferred to any end-user engaged in prohibited activities, or for any end-use, directly or indirectly related to the design, development, production, or use of weapons of mass destruction including nuclear, chemical, or biological weapons, and/or the missile technology to deliver them.

**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 or the Viasat Website. 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.

**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 the 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 Internet 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 Agreement 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 that 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, 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 (including all documents and writings identified in this Agreement as being 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.