



## Customer Agreement (Exede Business)

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 (the "Internet Service(s)") and if available, ViaSat's voice over Internet protocol service ("Exede Voice") (the Internet Service(s) and Exede Voice 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 855-313-4111 or write to:

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

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 24-month minimum service term ("Minimum Service Term"), unless a different term is stated in this Agreement for your plan. If you upgrade from an Internet Service plan using SurfBeam-1 equipment (the "WildBlue Plans") to an Exede Internet Plan ("Exede Internet Plan" means any plan using SurfBeam-2 equipment), you must commit to a new 24-month Minimum Service Term beginning on the date your Exede Internet Service is activated. **If you terminate Internet Service prior to the expiration of the Minimum 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 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 ("Renewal Service Term").

**C. Equipment.** New Internet Service customers must lease the equipment provided by ViaSat ("Equipment") in order to receive the Internet Service. Only a ViaSat-authorized installer may install the Equipment at your premises.

**D. Data Allowance Policy.** The Internet Service is subject to data usage limits which are described in the Data Allowance Policy for your Internet Service plan. If you exceed your data usage limits, depending on your Internet Service plan, ViaSat will either (a) significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for a period of time, or (b) for each partial GB used, charge you the Additional Usage Rate set forth below. The data usage limits for the Exede Business plans are:

Exede Business Plans	Data Allowance (GB) (Combined Upload and Download) Measured over a fixed monthly period		Additional Usage Rate
Exede Redundancy	1		\$15.00 per GB
Business 20	20		\$10.00 per GB
Business 30	<b>8:00 a.m. to 3:00 a.m.</b>	<b>3:00 a.m. to 8:00 a.m.</b>	N/A
	30	At least 30*	
Business 50	50		\$10.00 per GB
Business 100	100		\$10.00 per GB
Business 200	200		\$10.00 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.

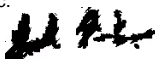
**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$15.00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

**F. Return of Equipment.** If you fail to return leased Equipment within 30 days after termination of this Agreement, additional charges will apply as specified in the Lease Addendum. ViaSat is not obligated to de-install the Equipment, but may do so for a fee.

This Agreement has 5 pages and incorporates ViaSat's Data Allowance Policy (Exede Business Plans), Privacy Policy, Acceptable Use Policy, and your Internet Service plan applicable to Exede Business as posted on [www.exede.com/legal](http://www.exede.com/legal). In addition, the Agreement incorporates, as applicable, the Lease Addendum and the Exede Voice 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, the Lease Addendum, and if applicable, the Exede Voice Addendum, DO NOT SIGN THIS AGREEMENT.**

[Legal Business Name] \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
State of Formation: \_\_\_\_\_

ViaSat, Inc.  
Signature:   
Name: Dan Turak  
Title: Vice President, Business Services

## 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. **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) required to access the Internet Service.

### 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 premises, 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 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 premises may receive the Service under a single billing account. Your premises are limited to the single address where the Service is installed, and do 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 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 in the location(s) 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 related to the Service, to pay any fees or other charges, and to obtain any permits or authorizations necessary for 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. This will 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 a service or installation visit, and permitting us or our service provider to enter your premises, 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 ANY INSTALLATION, REPAIR OR OTHER SERVICES ASSOCIATED WITH THE 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. 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 a Termination Fee.

**2.4 Subscriber 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 subscriber, beginning with the date your 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 for additional data usage beyond your data allowance and for toll calls and directory assistance calls made using Exede 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.exede.com](http://www.exede.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. 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 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 electronic funds transfer out of your bank account ("EFT Payment") or credit card or debit card payment ("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.

**3.2 Payment Authorization.** ViaSat will charge your credit card or debit card, or initiate an EFT Payment for payment of all Service fees, the Termination Fee (and/or any other applicable termination fee) and any other amounts payable under this Agreement unless you are located 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. You agree that ViaSat will bill your monthly Service fee and lease fee 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 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. 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 (855) 313-4111. 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. 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 and/or any other applicable termination fee. In addition, if you are receiving 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 Service. 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 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 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 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. In the case of late payment or non-payment for any Service ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

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

**4.1 Modification of this Agreement.** Upon notice published on [www.exede.com](http://www.exede.com), we may modify this Agreement, including, without limitation, our pricing and billing terms. 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 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 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 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 Subscriber.** Subject to your payment of the Termination Fee 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, upon termination you will be responsible for the return of the Equipment to ViaSat in accordance with your obligations under the Lease Addendum. For a fee, ViaSat will assist you with the return of the Equipment.

**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 and Data Allowance Policies for Exede Business located at [www.exede.com/legal](http://www.exede.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 persistent IP address.

**5.3 Data Allowance Policies.** If your monthly data usage exceeds the limits set forth in the Data Allowance Policy applicable to the Internet Service plan you receive, depending on your Internet Service plan, ViaSat will either (a) significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for a period of time, or (b) for each partial GB used, charge you the Additional Usage Rate set forth in Section D above, as described in the Data Allowance Policy (Exede Business Plans) incorporated into this Agreement. ViaSat's Internet Service is not guaranteed. All Internet Service plans are subject to the Data Allowance Policy (Exede Business Plans).

**5.4 Prohibition on Resale.** Reselling the Service or otherwise making the Service available to anyone who is not your agent or employee outside your premises (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. You agree not to use the Service for operation as an Internet service provider, or to run programs, equipment, or servers from your premises that provide network content or any other similar services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your premises.

**5.5 No Unauthorized Use of Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the 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.

**5.6 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.

**5.7 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).

**5.8 Responsibility of Subscriber.** You are responsible for any misuse of the Service, even if the misuse was committed by an employee, agent 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 immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

**6. Equipment.** The Equipment contains software and/or other intellectual property which is 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 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, 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 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 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. 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 USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF 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.

**7.4 Service Interruptions.** Service may be interrupted from time to time for a variety of reasons, including, without limitation, weather conditions at your premises or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your premises. 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 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 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 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.

**8.3 Dispute Resolution.** To expedite resolution of issues and control the cost of disputes, you and ViaSat agree that any legal or equitable claim relating to this Agreement, any addendum, or your 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;
- Any Claims that arose 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.

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. 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. **You agree that by entering into this Agreement, you and ViaSat each 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 and the Supplementary Procedures for Consumer Related Disputes (collectively, 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, by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of the ViaSat Legal Department. 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. Unless you and ViaSat agree otherwise, 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 \$5,000 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 is in excess of \$5,000, 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 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 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, we agree that 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 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.

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 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.

**8.8 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.

## 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.

- 1. Applicable Documents and Terms.** If you leased 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.
- 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 an insurance policy.
- 3. Return of Equipment.** If you cease to be a ViaSat customer 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 modem and transceiver at our standard rates; otherwise, ViaSat will send you a prepaid shipping package for you to return the modem and transceiver to ViaSat. 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 sum of **\$150 for each unreturned or damaged modem** and **\$150 for each unreturned or damaged transceiver**. This fee represents compensation for a portion of the expenses incurred by ViaSat in establishing your account and providing you the modem and transceiver for your use. Additionally, 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 ViaSat to make such charges.
- 4. 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 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 1-855-313-4111. 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. 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 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.

## Exede<sup>®</sup> Voice Addendum

If you have Exede Voice Service (also referred to as "Exede Voice"), this Exede Voice Addendum contains the terms and conditions applicable to your Exede Voice Service, as supplemented by the terms of the Customer Agreement to the extent not addressed by this Addendum. You may only receive the Exede Voice Service if you are also receiving the Exede Internet Service.

1. **Service Term.** This Addendum will take effect on the date your Exede 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 Exede Voice Service term of six months. After this initial six-month term expires, it will automatically renew on a month-to-month basis, unless you have agreed to a new Exede Voice Service term under any program then offered by ViaSat.
2. **Exede Voice Equipment.** As part of your Exede Voice Service, ViaSat will provide to you certain equipment (the "Exede Voice Equipment") which you will self-install and own.
3. **Termination Fee.** If you terminate Exede Voice before completion of the initial six-month Exede Voice Service term, you will be required to pay ViaSat a termination fee equal to \$10.00 for any full month remaining in the initial six-month term.
4. **Fees and Payment.** Exede Voice will be billed under the same terms and conditions as the billing terms and conditions pertaining to the Exede Internet Service. Charges for Exede Voice will show on your Exede 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 Exede Voice Toll Call chart, available on [www.exede.com/voice](http://www.exede.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 Exede Voice plan are set forth on the Exede website: [www.exede.com/voice](http://www.exede.com/voice), and are incorporated in this Addendum.
5. **911 Service.**

**WHILE EXEDE VOICE MAY BE USED FOR EMERGENCY CALLS IN THE ENHANCED 911 SYSTEM ("911"), IT HAS LIMITATIONS AND RISKS. BY PURCHASING EXEDE VOICE, YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING LIMITATIONS ON 911 SERVICE, INCLUDING FOR OTHER PERSONS WHO MAY PLACE 911 CALLS OVER YOUR EXEDE VOICE SERVICE. IF YOU HAVE ANY QUESTIONS ABOUT 911 CALLS ON EXEDE VOICE, CALL VIASAT AT 855-313-4111.**

**EXEDE 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 Exede Voice is provided through satellite technology, 911 service available through Exede Voice may be limited in comparison to 911 service that is available through traditional landline telephone carriers. Loss of service availability for Exede 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 Exede 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 Exede 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 Exede 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 Exede Voice (including, without limitation, 911 calling) may fail altogether. You must call ViaSat at 1-855-GOEXEDE (through Exede Voice or another phone service) and receive ViaSat's consent before you relocate your Exede 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 premises, 911 calling may be interrupted.
  - D. **Suspension of Exede Internet Service.** ViaSat will continue to support 911 service in the event that your Exede Internet Service is temporarily suspended (e.g. a short-term payment delinquency on an account); however, the disconnection of your Exede Internet Service by ViaSat will result in the termination of all aspects of the Exede Voice Service, including, without limitation, 911 service.
6. **Additional Terms.** You agree to the following additional terms and conditions while using Exede 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 Exede Voice. It will take approximately 5-10 business days after you order Exede 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 Exede Voice to another carrier at the request of that carrier, upon termination of your Exede 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 Exede 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 Exede 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. Exede Voice is available solely as a single line, and does not allow you to place calls to 1-900 numbers.
- E. Exede Voice blocks calls to countries on the list of blocked countries, available on [www.exede.com/voice](http://www.exede.com/voice), which may be revised by ViaSat at any time.
- F. You are solely responsible for installation of the Exede Voice Equipment and activation of your number.
- G. Changes requested by you to your Exede 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. Exede 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 Exede Voice Equipment, although you may independently obtain and connect such a system (see Exede Voice FAQs available on [www.exede.com/voice](http://www.exede.com/voice)).
- I. You are not allowed to move your Exede Voice Equipment to any other location or use your Exede 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 Exede 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 Exede Voice Service term or 365 days from the date you receive your Exede 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 Exede Voice Equipment after installation; accessories or parts that are not installed at the factory; or any damage to the Exede Voice Equipment caused by your misuse, neglect or abuse of the Exede Voice Equipment or failure to follow ViaSat's reasonable instructions.
- B. ViaSat will replace your Exede 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 (855) 313-4111, 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 Exede 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 Exede Voice Equipment back to ViaSat's designated address. If ViaSat requests the return of the defective Exede Voice Equipment and provides return shipping materials, and (i) you do not return the Exede Voice Equipment, or (ii) the returned Exede 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 Exede Voice Equipment that was sent as a replacement. ViaSat may charge you for any repairs or replacement costs to out of warranty Exede 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 EXEDE VOICE EQUIPMENT IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES APPLICABLE TO THE EXEDE 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 EXEDE VOICE AND THE EXEDE INTERNET SERVICE MAY EXPERIENCE SIGNIFICANT DOWNTIME, HIGH LATENCY, OR REDUCED SPEEDS DURING YOUR USE OF EXEDE 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 EXEDE 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.