



## Customer Agreement

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 ("Viasat Voice"). Internet Services and Viasat 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 866-499-9434 or write to:

**Viasat, Inc.**  
**2908 Finfeather Road, Bryan, TX 77801**  
**Attention: Customer Care**

**This Agreement has 5 pages and incorporates Viasat's Privacy Policy and Acceptable Use Policy as posted on [www.Viasat.com](http://www.Viasat.com). 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.**

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 12-month minimum service term or 36-month minimum service term ("Minimum Service Term"), unless a different term is stated in this Agreement for your plan. **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"). No Services shall be provided beyond September 20, 2020, unless you are notified by Viasat otherwise.

**C. Equipment.** New Internet Service customers must lease the equipment provided by Viasat ("Equipment") in order to receive the Internet Service. For leased Viasat Equipment, title and ownership shall remain in Viasat's name.

**D. 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 50% of your monthly Service fee for your Internet Service plan. Viasat may waive the termination fee if your contract with the United States Government expires prior to the expiration of the Minimum Service Term or any Renewal Term.

**E. Return of Equipment.** If you fail to return leased Equipment within 30 days after termination of this Agreement, additional charges will apply as described in Section 4.5(d). Viasat is not obligated to de-install the Equipment, but may do so for a fee.

**F. Rates.** All rates below are maximum thresholds for download/upload speeds. The Service plans available, monthly Service fees and upfront fees are as follows:

1 Year Minimum Internet Service Term			
Quantity	Service Speed	Monthly Service Fee	Upfront Fee
	5/3Mbps	\$ 129.00	\$ 49.00
	10/5Mbps	\$ 189.00	\$ 49.00
	50/15Mbps	\$ 279.00	\$ 49.00
	100/20Mbps	\$ 339.00	\$ 49.00
3 Year Minimum Internet Service Term			
Quantity	Service Speed	Monthly Service Fee	Upfront Fee
	5/3Mbps	\$ 89.00	\$ 0.00
	10/5Mbps	\$ 169.00	\$ 0.00
	50/15Mbps	\$ 259.00	\$ 0.00
	100/20Mbps	\$ 299.00	\$ 0.00

Viasat VoIP Business Telephone Service				
Quantity	Number of Lines	Minutes/ Month	Monthly Service Fee	Upfront Fee*
	1 Line	3,000	\$29.99	\$39.99
	2 Line	4,000	\$44.99	\$39.99
	3 Line	5,000	\$59.99	\$399.99
	4 Line	6,000	\$74.99	\$399.99

\*Upfront Fee includes price of Analog Telephone Adapter (ATA).

Quantity	IP Addresses Monthly Fee	
Included	1 IP Address	Included
	Each Additional IP Address	\$5.00

Customer Billing Address	Installation Address and Point of Contact
Name:	Name:
Phone:	Phone:
Email:	Email:
Company:	Address:
Address:	Building/Room Number:



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

Legal Business Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Date: \_\_\_\_\_

**Viasat, Inc.**  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Terms and Conditions**

**1. The Service.**

**1.1 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 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. This will include attaching the Equipment to your computer. You confirm that you have reviewed the installation plan and agreed to any associated charges. 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. 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. 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. 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 shall invoice Customer monthly. Customer shall pay to Viasat all amounts set forth in each invoice. All Viasat invoices are due upon receipt. Viasat shall have the right, but not the obligation, to offset any amounts owed to Customer by Viasat from any amounts Customer owes to Viasat. Payment by Customer to Viasat shall be made by a Viasat approved payment method, including, but not limited to credit card, check, or electronic funds transfer. Viasat may modify acceptable payment methods at any time, without notice to Customer. If Customer provides a Card Payments or EFT Payment, Viasat will charge Customer's credit or debit

card, or initiate an EFT Payment for payment of all Service fees, any applicable Termination Fee, and any other amounts payable under this Agreement, unless Customer is 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 Customer. By signing this Agreement and receiving the Service, Customer authorizes automatic Card Payments and EFT Payments by Viasat. Customer's card issuer agreement governs use of Customer's credit or debit card in connection with the Service and Customer must refer to that agreement with respect to its rights and liabilities as a cardholder. Customer agrees that Viasat will not be responsible for any expenses that Customer may incur resulting from overdrawing Customer's bank account or exceeding Customer's 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 866-499-9434. **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.Viasat.com](http://www.Viasat.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.** Viasat may discontinue, add to or revise any or all aspects of the Service in its 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, Viasat reserves the right in its sole discretion to modify, supplement, delete, discontinue or remove any software, file, publication, information, communication or other content that Viasat or one of its vendors provides to Customer in connection with the Service. If Viasat undertakes any of these changes, Viasat may, but is not required to, notify Customer by email, posting a notice on one or more of the Viasat websites or through other electronic notice. If Customer does not agree to the identified changes, then Customer must cancel the Service and stop using the Service prior to the effective date of the changes. Customer's use of the Service after the effective date of the changes constitutes Customer's acceptance of the changes.

**4.3 Termination without Cause.** Either Party may terminate this Agreement without cause upon 30 days' prior written notice to the other Party.

**4.4 Termination for Cause.** Either Party may terminate this Agreement in whole, but not in part, upon 15 days' prior written notice, if the other Party materially breaches any term of this Agreement or, in the case of a breach capable of being cured, fails to cure such breach within the 30-day period after receiving written notice detailing the breach.

**4.5 Effect of Termination.** Upon termination or expiration of this Agreement:

(a) All license grants set forth herein shall automatically cease, and Customer will immediately cease all advertising, promotion and marketing of the Service and immediately cease to represent and/or imply to any person or entity that Customer is a Viasat authorized provider of the Service.

(b) Each Party shall cease using any of the other Party's trademarks, trade names, service marks, logos or designations, and shall return or destroy, at the other Party's request, all of the other Party's Confidential Information (as defined in Section 8, below) in the receiving Party's possession or control.

(c) Any and all payments due to Viasat shall immediately become due, including the Termination Fee.

(d) Customer shall return all leased Viasat Equipment to Viasat at Customer's own cost. Viasat is not obligated to de-install the equipment, but will do so for a fee. Viasat shall charge an unreturned equipment fee of \$500 for each piece of Viasat Equipment not returned to Viasat within 30 days of termination or expiration of the Agreement.

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

##### **5.1 License.**

(a) Viasat grants Customer a non-exclusive, non-assignable, non-transferable, revocable license limited to the Term to access and use Viasat's proprietary software for Customers to manage end-users' use of the Service. Customer may not sublicense, assign or transfer this license except as expressly permitted in writing by Viasat in advance. 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. Customer agrees not to copy or duplicate or permit anyone else to copy or duplicate any part of any software provided by Viasat, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source code or any part thereof from the objects code or from other information made available under this Agreement.

(b) Viasat grants to Customer a non-exclusive, non-transferable, revocable, limited license to use Viasat's trademarks and service marks containing the term "Viasat" and such other terms as Viasat may from time to time expressly in writing permit Customer to use solely to promote the Service during the Term. For the avoidance of doubt (and without limitation of the foregoing), prior to first use, Customer shall submit to Viasat for review and approval all marketing materials containing Viasat trademarks or service marks. At the request of Viasat from time to time, Customer shall provide Viasat with information relating to its use of Viasat trademarks and/or service marks (including, without limitation, "Viasat") and Customer's marketing of the Service.

**5.2 Restrictions on Use of The Service.** 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 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.

**5.4 No Unauthorized Use of Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment or Service or permitting any other person who is not authorized by Viasat to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the software.

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

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

**5.7 Responsibility of 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 Confidential Information.** Customer may receive confidential information about Viasat and its business, including the terms and conditions of this Agreement, the Service, sales methods, strategies and plans, End-User information, costs and other non-public information ("Confidential Information"). Customer agrees not to directly or indirectly disclose, divulge, reveal, report, publish, transfer or use any Confidential Information except to the extent necessary to carry out its obligations under this Agreement. Customer shall maintain all Confidential Information in accordance with all applicable laws and shall be responsible for the security of such information in its possession. Customer agrees that all Confidential Information will be and remain the property of Viasat.

**8.2 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.

**8.3 Applicable Law.** This Agreement is made in the State of California. 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 California, in the United States, excluding conflicts of law provisions.

**8.4 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](http://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.

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

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

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

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

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