

**VIASAT ADDENDUM
TO
STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA
BUYS ONE YEAR OR LESS**

This Viasat Addendum (“**Viasat Addendum**”) modifies the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 and applies to any IO executed by Viasat, Inc. (“**Viasat**” or “**Media Company**”) that references and links to both the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 and this Viasat Addendum. All references to the word “**Terms**” in the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 shall be deemed to refer to the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 as modified by this Viasat Addendum.

Except with respect to **Section X (Indemnification)**, **Section XI (Limitation of Liability)**, and **Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws)** of the Terms, when an IO is entered into directly by Viasat and an Advertiser, whenever the term Agency appears, it should be read as referring to Advertiser (unless the context otherwise requires or the Viasat Addendum expressly refers to both the Agency and the Advertiser in the same sentence or paragraph).

DEFINITIONS

The Viasat Addendum hereby modifies the definitions of the below referenced terms as set forth below. In addition, one additional defined term for “**Other Policies**” is added to the Terms.

“**Ad**” means any advertisement provided by an Advertiser or by an Agency on behalf of an Advertiser.

“**Advertiser**” means the advertiser whose product, service or brand is promoted in the Ad. In the case of any co-branded Ads (and campaigns related thereto) where more than one Advertiser’s product, service or brand are promoted, the term Advertiser refers to each such Advertiser individually and to all of them collectively.

“**Advertising Materials**” means the Ads and all other artwork, copy, or active URLs for Ads.

“**Agency**” means the advertising agency, if any is listed in the IO, that represents the Advertiser whose Ad runs as part of the campaign set up pursuant to the IO.

“**CPA Deliverables**” means Deliverables sold on either (i) a cost per acquisition basis, or (ii) a cost per action basis (including, without limitation, when the action is the viewing of an Ad from start to finish). A Viasat “**Watch Ad**” is an example of a CPA Deliverable.

“**Media Company Property(ies)**” or “**MCP(s)**” are either (i) websites, applications, portals or platforms specified on an IO that are owned, operated, or controlled by Media Company, subject to Media Property’s terms of use, privacy policy, cookie policy and acceptable use policy, and prominently referenced using Media Company’s brand, or (ii) “special category” websites, applications, or portals, whether expressly specified on an IO or not, that while still being subject to Media Property’s terms of use, privacy policy, cookie policy and acceptable use policy, may be perceived by a user as being more prominently associated with a Third Party’s brand, such as, without limitation, a Third Party airline’s brand, than with Media Company’s brand (such Media Company Property referred to sometimes as a “**Special Category Media Company Property**”).

“**Network Property(ies)**” or “**NCP(s)**” means digital properties (e.g., websites, applications, portals, etc.) that are subject solely to a Third Party’s terms of use, privacy policy, cookie policy or acceptable use policy but on which Media Company has a contractual right to serve Ads, or digital properties (e.g., websites,

applications, portals, etc.) that link to the respective terms of use, privacy policy, cookie policy and acceptable use policy of both Media Company and a Third Party.

“**Other Policies**” means, with respect to (i) any Network Property and the Third Party entity that owns, operates or otherwise controls, or that is otherwise associated with, that Network Property, and (ii) any Special Category Media Company Property and the Third Party entity whose brand is most prominently perceived as being associated with that Special Category Media Company Property, the specific advertising criteria or specifications (including content limitations, technical specifications, excluded categories of advertisers specifications), terms of use, privacy policies, cookie policies, acceptable use policies, user experience policies, policies regarding consistency with such Third Party entity’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), and other editorial or advertising policies (including, without limitation, pre-approval rights). For clarity, Other Policies are separate and distinct from Policies, and neither term encompasses the other.

“**Policies**” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, terms of use, privacy policies, cookie policies, acceptable use policies, user experience policies, policies regarding consistency with Media Company’s or its Affiliates’ public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site(s) on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

III. PAYMENT AND PAYMENT LIABILITY

Section III (Payment and Payment Liability) is modified as set forth below:

- a. Invoices. The initial invoice will be sent by Media Company upon completion of the first month’s delivery, or within 30 days of completion of the IO, whichever is earlier, or as otherwise set forth in the Additional Terms of the IO. Invoices will be sent to Agency’s (or Advertiser’s, as applicable) billing address as set forth on the IO and will include information reasonably specified by Agency (or Advertiser, as applicable), such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables.

Upon request from the Agency (or Advertiser, as applicable), Media Company will provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these Terms, subject to the notice and cure provisions of Section IV.

- b. Payment Date. Agency (or Advertiser, as applicable) will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth in the Additional Terms of the IO. If the IO is between Media Company and Agency, Media Company may notify Agency that it has not received payment in such period and whether it intends to seek payment directly from Advertiser pursuant to Section III(c), below, and Media Company may do so five (5) business days after providing such notice.
- c. Payment Liability. If the IO is between Media Company and Agency, and unless otherwise set forth in the Additional terms of the IO, Media Company agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Media Company agrees to hold Advertiser solely liable. Media Company understands that Advertiser is Agency’s disclosed principal and Agency, as agent,

has no obligations relating to such payments, either joint or several, except as specifically set forth in this Section III(c) and Section X(c). If the IO is between Media Company and Agency, Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis. If the IO is between Media Company and Agency, Agency's credit is established on a client-by-client basis. If the IO is between Media Company and Agency, and if Advertiser proceeds have not cleared for the IO, other advertisers from Agency will not be prohibited from advertising on the Site(s) due to such non-clearance if such other advertisers' credit is not in question. If the IO is between Media Company and Agency, upon request, Agency will make available to Media Company written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms. In addition, upon the request of Media Company, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO. If Advertiser's or Agency's credit is or becomes impaired, Media Company may require payment in advance.

IV. REPORTING

Reporting shall be provided in accordance with Viasat's then in effect campaign-performance related policies, procedures and documentation.

VIII. FORCE MAJEURE

In subsection (a) of **Section VIII (Force Majeure)**, the following language is added after "network failures," and before "acts of God": "sun outage, meteorological or astronomical disturbance, outages or failures of the Internet, satellite malfunctions, issues, or failure, ground network failures, or other reasons affecting satellite communications."

IX. AD MATERIALS

Subsection (c) of this **Section IX (Ad Materials)** is modified as follows: "Media Company reserves the right within its discretion to reject or remove from any Sites any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies or, if applicable, any of the Other Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from any Sites any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below) or any of the entities to which the Other Policies relate to, provided that if Media Company has reviewed and approved such Ads prior to their use on the Sites, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency."

Subsection (e) of **Section IX (Ad Materials)** is modified as follows: "Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Agency's or Advertiser's, if applicable, approval, except as set forth in the next sentence. Notwithstanding the foregoing, Media Company shall have the right to transcode the Advertising Materials (including, without limitation, the Ad(s)) as necessary to optimize their transmission over the (satellite) network, with such necessity to be

determined by Media Company in its sole and exclusive discretion.. Media Company will use all Ads in strict compliance with these Terms and the IO.”

Subsection (g) of **Section IX (Ad Materials)** is modified as follows: “Unless otherwise specified in the Additional Terms section of the IO, Media Company, on the one hand, and Agency and Advertiser, on the other, will not use the other’s trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other’s prior written approval. In addition, Advertiser and Agency agree not to use the trade names, trademarks, or logos of any of the entities to which the Other Policies relate to, in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without each such entity’s prior written approval, which such entity may deny in its sole and exclusive discretion.

X. INDEMNIFICATION

In subsection (b) of **Section X (Indemnification)**, the words “or Other Policies” are added at the end of (ii).

XI. LIMITATION OF LIABILITY

Section XI (Limitation of Liability) is modified as follows: “Excluding Agency’s, Advertiser’s, and Media Company’s respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Agency, Advertiser, or Media Company, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

XII: NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

In Section (c) of **Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws)**, the definition of “**Site Data**” is modified as follows: “**Site Data**” is any data that is (A) preexisting Media Company data or preexisting data belonging to any of the entities to which the Other Policies relate that is used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company and/or identification of any of the entities to which the Other Policies relate, and/or identification of any of the Sites, or the brand, content, context, or users of the foregoing; or (C) entered by users on any Sites other than User Volunteered Data.

Section (d) of **Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws)** is modified as follows: “Unless otherwise authorized by Media Company, Advertiser will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; or (B) disclose IO Details of Media Company or any entities to which the Other Policies relate, or Site Data to any Affiliate or Third Party.”

Section (h) of **Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws)** is modified as follows: “Agency will not:(i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data.”

XIV. MISCELLANEOUS

In subsection (a) of **Section XIV (Miscellaneous)** the following language is added at the end of the subsection: “and any applicable Other Policies.”

Subsection (d) of **Section XIV (Miscellaneous)** is modified as follows: “In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the State of California, without reference to its conflicts of laws provisions. Media Company and Agency (on behalf of itself and Advertiser) or Advertiser (if the Advertiser signs the IO), agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in a court of competent jurisdiction located in the County of San Diego, California, and the parties consent to the jurisdiction of, and to venue in, such court. Viasat may modify this Viasat Addendum from time to time in its discretion, with any such modified Viasat Addendum to be made accessible in the same place as this version. The Terms applicable to a particular IO (and the campaign to which it relates) shall be those in effect at the time the IO is executed. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

The last sentence of subsection (e) of **Section XIV (Miscellaneous)** is deleted.