

VIASAT INTERNET SERVICES

Acceptable Use Policy

THIS POLICY STATES IMPORTANT REQUIREMENTS REGARDING YOUR USE OF VIASAT INC.'S, INCLUDING ITS SUBSIDIARIES (VIASAT TECNOLOGÍA, S.A. DE C.V.) AND AFFILIATES ("VIASAT") WIRELESS INTERNET SERVICE ("SERVICE") AS WELL AS YOUR RELATIONSHIP WITH VIASAT. PLEASE READ THIS POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION.

IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MAY NOT USE VIASAT'S SERVICES AND YOU MUST TERMINATE YOUR SERVICES IMMEDIATELY.

Introduction

It is Viasat's intent to provide our customers with excellent Internet services through satellite technology. In order to accomplish this objective, we have adopted this Acceptable Use Policy (the "Policy"). This Policy outlines the acceptable uses of the Service.

Viasat may revise this Policy from time to time without notice by posting an updated version of this document on www.Viasat.com, or any successor websites. All revised versions of this Policy are effective immediately upon posting.

Prohibited Uses and Activities

You agree not to use the Service(s), or any Viasat equipment, or allow others to use the Service(s) or equipment, to do any of the following:

(i) undertake any unlawful, fraudulent, or criminal purpose; (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive, or otherwise inappropriate, regardless of whether such information or material or its dissemination is unlawful; (iii) access any other person's computer or computer system, software, or data without his/her consent or attempt to circumvent the user authentication or security of any host, network, or account; (iv) use or distribute tools designed or used for compromising security; (v) unauthorized port scanning; (vi) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to Viasat users or others; (vii) transmit unsolicited bulk or commercial messages or "spam;" (viii) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including rights granted by US copyright law) of any person or entity, including Viasat; (ix) run programs, equipment, or servers that provide network content or any other services to anyone outside of your local area network (also commonly referred to as public services or servers); (x) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent); (xi) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to Viasat or the Viasat network in the header, list a Viasat IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity; (xii) connect Viasat equipment to any computer or network device outside of your premises; (xiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access; (xiv) damage the name or reputation of Viasat, its affiliates, or subsidiaries; (xv) use any name or mark of Viasat, its affiliates, or subsidiaries in any manner not expressly authorized in writing by Viasat; (xvi) operate a call-center service, telemarketing-center service, monitor service, intercom service, conference-bridge service, transcription service; (xvii) use service for any commercial, retail or enterprise business use, unless you are receiving Viasat's Exede Business service or Viasat's Exede Enterprise service; (xviii) make mechanized voice calls, including, but not limited to, extensive call forwarding, the use of auto-dialers, the use of fax machines for fax blasting or fax broadcasting, or the use of voice programs for voice blasting; (xix) use the service or allow the service to be used for Wi-Fi hot spot or backhaul services, streaming video upload, for machine to machine (M2M) communication, or real time instrumentation streaming, or for paid subscription usage without explicit written authorization from Viasat; (xx) for any medical, health, or safety use, whether onboard an aircraft or otherwise; or (xxi) engage in any action that circumvents or thwarts

Viasat's Acceptable Use Policy, Viasat's Network Quality Policy and/or the terms associated applicable to your Service plan.

Network, Bandwidth, Data Storage and Other Limitations

You may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

In order to make an efficient operation of the Service, Viasat reserves the right to manage traffic or adjust the resolution of video content transmitted through its network.

Copyright Infringement

Viasat is committed to complying with all applicable copyright and related laws, and requires all customers and users of the Service to comply with these laws.

General

Although Viasat has no obligation to monitor the Services and/or its network, Viasat and its authorized agents and/or suppliers reserve the right at any time to monitor bandwidth, usage, transmissions from time to time in order to operate the Services, identify violations of this Policy or customer agreement, or protect the network, the Services and Viasat users.

If the Services are used in a way that violate this Policy or the customer agreement, Viasat may take responsive actions necessary to prevent such usage.

The failure of Viasat to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

The provisions of this Policy are not meant to be exhaustive. Generally, any conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited.

Internet Provisions

Viasat does not endorse or in any way vouch for any content on or made available through the Service. Any content on or made available through the Service does not constitute or reflect the views or approval of Viasat or any of its directors, officers, employees, subsidiaries or affiliates.

Internet access service shall be provided by Viasat according to the guidelines issued by the Federal Telecommunications Institute ("IFT") as follows:

- (i) Free choice. Internet access service users shall have access to any content, application or service offered by Concessionaires or entities authorized to sell, within the applicable legal framework, without limitation, degradation, restriction or differentiation according to Viasat's Network Management Policy;
- (ii) No Differentiation. Viasat shall not obstruct, interfere with, inspect, filter or differentiate against content, applications or service according to Viasat's Network Quality Policy;
- (iii) Privacy. Viasat will preserve the user privacy and network security;
- (iv) Transparency and information. Viasat will publish information about the Internet Service plan details as posted on: <https://viasat.com.mx/legal-es/>, including traffic and network management policies approved by the Institute, speed, quality, nature, and service guarantee;
- (v) Traffic management. Viasat may take the measures or actions necessary for traffic and network management under policies approved by the Institute, to ensure the quality or speed of service contracted by the user;

- (vi) Quality. Viasat will preserve the minimum quality parameters established by the IFT in the respective guidelines; and
- (vii) Sustained infrastructure development. The Institute's respective guidelines should promote the sustained growth of the telecommunications infrastructure.

You acknowledge that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. You acknowledge that Viasat is not responsible for any such content or material and agree that access to same through use of the Service is at your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond Viasat's reasonable control. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.

You agree that your use of the Service is at your sole risk. Service is provided using a public internet connection and you should take all precautions for the security of your device and information. Because of the number of possible sources of information available through the Service, and the uncertainties of electronic distribution and WI-FI technology, there may be interruptions, delays, omissions, inaccuracies, or other problems with such information or the Service. Service will be provided under the quality of service established in the customer Agreement and according to the Service Plan you contracted and this Acceptable Use Policy. If you rely on the Service or any material available through the Service, you do so at your own risk. You understand that you are solely responsible for any damage caused by your use of the Service, including without limitation, damage to your computer system, loss of data, or other harm that results from any material and/or data downloaded from, transmitted by, or otherwise provided through or in connection with use of the Service.