

**PLEASE READ THIS ADHESION CONTRACT (THE "CONTRACT") CAREFULLY AND IN FULL, AS IT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU (THE "USER") AND VIASAT TECNOLOGÍA, S.A. DE C.V. ("VIASAT") AND BY SIGNING THIS ADHESION CONTRACT (THE "CONTRACT") YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AS FOLLOWS:**

## **RECITALS**

**I.-** VIASAT hereby represents:

- a) To be a business organization duly organized or incorporated under the laws of Mexico with the legal powers to enter into this agreement.
- b) That its Tax Payer Identification number EST1507108F1.
- c) That its domicile for all purposes regarding this contract is available at <https://viasat.com.mx>, as well as in the cover page hereof.
- d) That as of June 24<sup>th</sup> 2018, the Federal Telecommunications Institute (hereinafter the "IFT") granted to Viasat a single concession title for commercial purposes (the "Concession") to provide public telecommunications services, including fixed satellite broadband, satellite broadband on board aircraft and community wi-fi broadband access, which Concession is in full force and effect and suffices for the purpose of Viasat complying with its obligations under this Contract. The Concession can be consulted at the IFT's website: [www.ift.org.mx](http://www.ift.org.mx)
- e) That Viasat's plans, Service packages and applicable rates are registered before the IFT's Public Telecommunications Registry and their total consideration, price, description, terms and conditions may be consulted by the User at <https://viasat.com.mx> (hereinafter, the "Website").
- f) That it is Viasat's intention to be bound by the terms and conditions of this Contract.

**II.-** The User hereby represents:

- a) That as it fulfills Viasat's activation process, it obligates to comply with the terms and conditions of this Contract in order to make use of the Service. This Service activation proceeding is set forth below.
- b) That he has the legal capacity to enter into this Contract and be bound by terms hereof.
- c)

**III.-** The parties represent that it is their will to enter into this Contract subject to the following:

## **CLAUSES**

**FIRST.- PURPOSE.** Viasat obligates to provide two-way satellite, broadband Internet access service -hereinafter, the "**Service**"- in a continuous, uniform, regular and efficient way, and in return for payment of the rate, plan or package that the User has selected in the cover page hereof and within Exhibit A. Cosumer Plans Explanations -hereinafter, the "**Exhibit A**"-. The User accepts that Viasat can send this Contract and Exhibit A electronically to the User through the means foreseen in the cover page of this Contract and shall be available for consultation at the Website.

Viasat obligates to provide the Service according to the quality KPIs and parameters determined by the IFT- or, where appropriate, those implicitly offered or contracted, which KPIs and parameters may not be less than those defined by the IFT.

Moreover, the User obligates to use the Service in accordance with the provisions hereof and only at the domicile designated in the cover page of this Contract.

The Service shall be provided under a fixed, monthly, prepaid payment program, that is, the Service shall be paid prior to using it; said Service scheme shall operate **under postpaid terms and conditions except for the time when the Service's payment shall be exhibited.**

Viasat shall be solely responsible before the User for the provision of the Service, as well as for the additional goods or services contracted.

**SECOND.- VALIDITY.** The parties agree that the Services shall be contracted for a maximum fixed term of 24 months, due to the investments, equipment or infrastructure needed for the provision of the Services to the User in accordance with the provisions hereof.

Viasat undertakes to notify the User, at least 30 calendar days in advance, that the agreed fixed term is about to expire. Viasat shall notify the above through the corresponding invoice, via text message or through physical or electronic or digital means or any other that technology allows.

Once the fixed term expires, this Contract shall have an indefinite validity so the User will be able to terminate it at any time, without any penalty whatsoever, and without the need of Viasat's prior authorization with the only requirement of giving notice to Viasat through the contact means hereof, and remaining the User obliged to pay all outstanding bills. Once the fixed term has expired and in case Viasat updates the applicable Contract or Service terms and conditions, Viasat shall notify the User in order for him to accept the new terms and conditions or terminate the Contract.

In the event that this Contract is subject to a fixed term, the parties shall have the right to early terminate this Contract at any time, by notice to Viasat by calling 52 800 872 0552 or to User by email and subject to the return of the equipment granted in lease or, where applicable, the exhibition of the applicable non-Returned Equipment (defined below) charge, and payment of liquidated damages up to 20% of the total amount for the remaining months of the fixed term. In the event Viasat requests the early termination of this Contract,

Viasat shall pay the User an amount of up to 20% of the total amount for the remaining months of the fixed term. Viasat shall not be obliged to pay the referred penalty when the early termination derives from cause attributable to the User,

**THIRD.- EQUIPMENT.** The equipment, consisting of a modem, antenna and transceiver, and accessories that are necessary to receive the Service (hereafter, the "*Equipment*") will be provided to the User in a LEASE. The Equipment is also mentioned within the cover page hereof.

The User undertakes the custody, and conservation of the Equipment(s), for as long as same is in its possession and the Equipment must be returned to Viasat with natural wear or tear. Viasat undertakes to maintain the Equipment and its accessories as long as this Contract remains in force for the adequate provision of the Service.

When the Equipment granted in LEASE is stolen or is subject to any accident due to acts of God or force majeure, the User must give immediate notice to Viasat and in no case no later than 24 hours after the occurrence of such event so that Viasat may suspend the collection of Service charges until the User has received another equipment in order to continue receiving the Service. In case of theft, acts of God or force majeure, Viasat shall provide a replacement Equipment, which Equipment may be used or refurbished, so that the User can continue making use of the Service, within the fixed term, in which case Viasat may charge the applicable installation/activation fee to the User. The User shall be responsible before Viasat for any and all damages to the Equipment deriving from tampering or unauthorized manipulation, and where appropriate, the User shall pay Viasat any amounts necessary in order to repair or replace the Equipment.

In the event of termination, or cancellation hereof, the User undertakes to return or deliver the Equipment in LEASE to Viasat no later than 10 calendar days from the date when the User notified its termination notice to Viasat. For such purposes, Viasat shall contact the User to schedule an appointment to uninstall and remove the Equipment. The User is required to cooperate with Viasat and allow Viasat or its designated installer to access User's facilities to uninstall and remove the Equipment; otherwise, the User shall be required to pay a charge for non-Returned Equipment (define below).

In the event that the User does not allow the de installation of the Equipment granted in LEASE upon the termination hereof, or returns the Equipment to Viasat with damage deriving from tampering or wrongful manipulation, or if the User returns the Equipment to Viasat with further damage than the one derived from regular wear and tear, or if the User upgrades to a new modem and the User fails to return the original modem, the User shall pay Viasat the amounts indicated within the cover page hereof for any unreturned equipment (hereafter "*non-Returned Equipment*"), prior to the issuance of the corresponding technical report by Viasat. User agrees that Viasat may charge any amounts due using User's payment method stated within the cover page.

In case of review or repair of the equipment subject to warranty Viasat must suspend the collection of the Service for a period equal to that one of the review, repair and/or maintenance of said terminal Equipment, except when Viasat certifies that the User is making use of the Service or Viasat provided a substitute Equipment to the User.

When the origin of the failures presented in the Equipment is not attributable to the User, Viasat may perform any one of the following actions:

1. If the repair of the Equipment is required, Viasat, at Viasat's expense, shall repair or replace it. Within the first six months hereof, the technical visit shall have no cost, however, after sixth months following the installation date, the User must cover the corresponding administrative charge for the technical visit to its home if necessary. If Viasat determines the User's satellite antenna needs to be relocated within the first 6 months of the Contract in order for the User to receive Service, the technical visit shall have no cost; however, after the first 6 months of Service, the User shall be charged an administrative charge for the technical visit to his home. Refurbished replacement components, parts, units or materials may be used if the Equipment is repaired or replaced.

2. Viasat may update the Equipment to a latest generation product that performs the same function and complies with the warranty terms.

The parties shall coordinate to define the date and time in which any of these activities shall occur. The staff designated by Viasat must identify itself and show the User the work order issued by Viasat.

All the equipment provided by Viasat is homologated according to the Federal Telecommunications and Broadcasting Law and applicable regulations.

Customer acknowledges and agrees that Viasat is not extending credit and that the non-Returned Equipment fees are not interest, a credit service fee or a finance charge.

**FOURTH.- EQUIPMENT ACTIVATION AND INSTALLATION.** Service activation includes the installation of the Equipment. At the moment of signing of this Contract Viasat will charge a one-time activation fee to the User, in accordance with current rates registered before the IFT.

The activation and installation of the Equipment may not exceed 10 business days following the signing hereof or after said period upon User's request, provided that the User has paid the corresponding activation fee stated in the cover page hereof.

Once the activation of the Equipment has been accepted by the User, the User may not modify the Equipment in any way, nor its location and/or any element thereof; otherwise, Viasat shall not be responsible for the provision of the Service or service failures until the

Equipment is relocated by Viasat to its original site, upon exhibition of Equipment relocation fees. The User shall be responsible for the damages it causes to the Equipment, and when appropriate, for the exhibition of repair fees for any failure caused by unauthorized manipulations of the Equipment and/or its activation or replacement.

In the event that Viasat cannot initiate the provision of the Service for reasons solely attributable to Viasat, Viasat must return to the User the amounts it paid in advance, within a period not exceeding 30 business days following the deadline established for the installation, and the Contract shall be terminated without liability for the User, and Viasat must pay to the User a penalty equivalent to 20% of the amounts received as advance payment. Except, Viasat will not pay a User any penalty if the User cancels the installation, refuses service, the User's location does not have a clear line of sight to Viasat's satellite or Viasat is unable to safely install Service because the condition of the User's domicile does not meet Viasat's installation standards.

The User may refuse, without its responsibility, the installation of the Equipment or activation of the Service if the personnel that visits User's designated domicile refuses to show their ID and/or show the corresponding work order; the User shall immediately notify such situation to Viasat.

Only a Viasat-authorized installer may install the Equipment at your residence. Only a Viasat-authorized installer may install the modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem in accordance with instructions provided by Viasat. After installation, you will receive an email confirming activation. You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment in the location(s) you have designated. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to the Service and to obtain any permits or authorizations necessary for the activation or use of the Service.

You acknowledge and agree that Viasat or its designated or authorized personnel will be required to access your premises and computer to install and/or repair the Equipment, including, without limitation, the antenna and its components, and to confirm the Service is operating properly. Standard Equipment installations performed by Viasat-authorized installers include: (i) installation of the antenna to an outside wall or sloped roof; (ii) travel to and from your Service location within 80 Km of the installer's office; (iii) cable routed through one exterior wall and one interior wall or floor; (iv) connection of the antenna to the modem using up to 45 meter of cable; (v) connection of the modem to one computer using up to 2 meters of cable; and (vi) required mounting and cabling hardware. All installations include attaching the Equipment to your computer, installing software on your computer and configuring your computer to optimize the performance of the Service.

Any different installation services or hardware are non-standard and may result in additional charges to those established hereof. If you approved a roof mount, you acknowledge that there are 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 scheduling a service or installation visit, and allowing us or our service provider to enter your home, you are authorizing Viasat and its installer 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. Viasat shall not have any liability for any loss of information from your computer.

**FIFTH.- RATES.** Service rates are registered before the IFT's Public Telecommunications Registry and may be consulted in the hyperlink corresponding to the IFT's rate finder: [http://ucsweb.ift.org.mx/ift\\_visor/](http://ucsweb.ift.org.mx/ift_visor/).

The rates may not establish contractual conditions such as causes for early termination or any other condition that must be agreed within the accession contracts. Similarly, terms and/or conditions of application of the rates that contravene the provisions hereof may not be established.

**SIXTH.- WEBSITE.** Viasat shall publish in its website: [www.viasat.com.mx](http://www.viasat.com.mx), the commercial conditions, service areas or regions where Viasat has presence to provide the Service, the plans and packages of the Service, current Service rates, the Contract, the description, characteristics and contents of each plan or rate package Viasat offers, Equipment lease conditions, service hours, contact means, date, forms and places for payment of the Service, and other customer care proceedings for the attention of doubts, clarifications, complaints and claims by the User, as well as Policies for the use of Viasat's services.

**SEVENTH.- ADDITIONAL SERVICES.** Viasat may offer additional services to the Service the User originally contracted, provided that such additional services is agreed to between the parties, and the User requests and authorizes such additional service through physical, electronic or digital means or any other new technology that allows it. Viasat must provide to the User the option to contract each additional service or product separately, and must disclose such product or service's price to the User prior to its acquisition or contracting.

Viasat may offer to the User plans or packages that include the services and/or products it deems appropriate, as long as it has the express consent of the User for that purpose; however, it cannot force the User to contract additional services as a requirement for the contracting or continuity in the provision of the Service.

The User may cancel any or all additional services at any time, through the means identified in the cover page to this Contract or calling 800-872-0552. To that effect, Viasat shall have a maximum term of 5 calendar days to cancel such services, which term shall be counted from the date in which the User notified Viasat of its intention to cancel such services, without this entailing the suspension or cancellation of the original Service. The cancellation of the additional services to the Service originally contracted does not exempt the User from paying the amounts due for the additional services used.

**EIGHTH.- ACCOUNT STATUS, RECEIPT AND/OR INVOICE.** Viasat must deliver at the User's domicile free of charge, with at least 10 calendar days anticipation to the due payment date, a statement of account, which must contain a detailed description of the charges, costs, concepts and nature of the Service and the additional services contracted. As part of such bill, Viasat shall clearly identify the charges that correspond to the Service and Equipment costs.

The User may authorize Viasat, in accordance with the provisions of the cover page hereto, to make available to the User its monthly bill through Viasat's webpage or by email.

In the event that the User does not notify Viasat its domicile or email change, any invoice or notice sent to the address or email address of record in this Contract's cover page shall be deemed valid and in force at the time it is deposited in the mail with destination to the last known invoice address of the User, in accordance with Viasat's records, and shall be deemed received by the User.

The date, form and places of payment may be consulted by any of the means of contact indicated in the cover page hereof.

In the case of improper charges, Viasat shall make the corresponding refund within a period not exceeding five (5) business days after the User's claim has been deemed as applicable by Viasat. Said refund shall be recognized in the User's following account statement.

The User agrees that all charges are considered valid unless the User disputes them in writing within fifteen (15) days after the date it received its Service or credit/debit card statement. The foregoing, regardless of the rights that the User has under article 14 of the Federal Consumer Protection Law.

The User agrees that Viasat shall not be liable for any expenses the User may incur because of overdraft of his bank account or the excess of his credit limit because of an automatic charge made under this Contract.

The User must make the payment of his service on a monthly basis, within the deadlines established in his statement. In the event that the User has not used a debit or credit card to contract the Service, the User authorizes Viasat to make a monthly charge for the Service, as well as any other charges incurred due to the provision of the Service or additional services contracted, in accordance with the provisions of the cover page to this Contract.

Viasat shall not be responsible for any overdraft fees or other third party charges or penalties that result from Viasat debiting from your account any amount authorized by this Contract or any other agreement between you and Viasat. Viasat shall charge a refund fee for each debit rejected by your bank. The return rate shall be the maximum amount allowed by law.

The User acknowledges that the automatic authorized charges on the cover hereof shall continue to be withdrawn from the User's account until the User revokes its authorization by calling Viasat at 52 800 872 0552, or if made available by Viasat, by visiting web page [www.viasat.com.mx](http://www.viasat.com.mx) to change User's payment method.

**NINTH.- USE OF THE SATELLITE, TWO WAY INTERNET SERVICE SATELLITE.** The User undertakes to use the Service in accordance with the provisions hereof and only at the domicile designated in the cover page to this Contract. User will not resell the Service or make the Service available to anyone outside the User's domicile. User shall not use the service for commercial, retail or enterprise business activities. User shall not engage in any activity that harms Viasat's network or harms any other users on Viasat's network.

An unusual concentration of users can cause internet usage to increase; therefore, the ideal operating conditions can be impaired, causing a momentary saturation that may result in a slow Service.

The use of the Service may integrate images, sounds, texts and/or contents that may be considered offensive or not suitable for minors, so access to them is at User's risk.

All information that is transmitted or received by the User through the Service shall be the sole responsibility of the User, so he expressly releases Viasat of any liability arising from unauthorized access, theft, damage, destruction or deviation of data, modification to the configurations and any harm to programs or equipment owned, in possession or used by the User that are directly or indirectly related, used or linked to the Service. The User shall be solely responsible for attending and resolving by any means any claim, demand, or complaint that may arise from any of the events above described.

It is the responsibility of the User to carry out the measures required to care for and safeguard their information, data and/or software of their property, access from the internet to their devices or, where appropriate, prevent contamination by viruses or attacks by internet users, so Supplier shall not be liable for any damage and harm caused to the User by the aforementioned facts.

Viasat shall not be responsible for:

1. The configuration of the devices that are necessary for the concurrent use of the user's personal equipment (s).
2. The compatibility, reliability and operation of the software of each User device that allows access to the internet and the Service.
3. The reliability of data transmissions, restrictions on access to a specific network or server through the internet.

4. The interruptions of access to the Service or to the Internet, failures of the User's devices or User software, or failures in the modem, attributable to the User, loss of information or any operation made by the User through the Service.
5. The operation, availability, accessibility or continuity of the Service, in the event that the User does not keep in his device the software provided by Viasat as supplements that may increase or complement the functionalities of the Service.

The Service is subject to a monthly download usage threshold that shall be determined in the package contracted by the User. If said usage threshold is reached by the User before the billing cut-off date, the User may continue to use the Service for the rest of the billing period with a reduced browsing speed at no additional cost to the User, in accordance with the terms and conditions of the registered rates. Viasat shall provide the User with the total data consumption information in the corresponding billing period.

Viasat shall comply with the neutrality of the network established in the Federal Law on Telecommunications and Broadcasting and in the guidelines that, at the time, the IFT issues.

**TENTH.- AMENDMENTS.** Viasat shall notify the User, at least 15 calendar days in advance, of any change in the originally contracted terms and conditions. Said notice must be notified, through physical, electronic, or digital means or any other new technology that allows.

In the event that the User does not agree with the change of the originally contracted terms and conditions during the fixed term, he may choose to: (a) demand Viasat to comply with the original terms and conditions of this Contract; or (b) within a period of 30 calendar days from reception of the notice referred to in the preceding paragraph, terminate this Contract without responsibility for the User.

Viasat must obtain User's consent, through physical, electronic or digital means or any other new technology that allows, in order to terminate, amend or replace the Contract with User's obligation to return the Equipment only when same was provided as part of lease plans or, if applicable, Viasat may charge the User a fee for non-Returned Equipment. The User's consent shall not be required when the modification generates a benefit in favor of the User.

During the fixed term hereof, Viasat cannot modify the price or rate contracted by the User, under any circumstances, unless it is a reduction in the price or increase in the Services package without variation in the rate or price thereof.

The User may at any time change his rate, package or plan, even if it is of a smaller amount than the one he originally contracted, paying, when appropriate, the additional charges associated to such change.

Viasat shall notify the User, at least 30 days in advance to the effective termination of the Services date, when its fixed term is about to expire and once the fixed term has expired, this Contract will have an indefinite term, in accordance with the provisions of the Second clause hereof.

**ELEVENTH.- SERVICE INTERRUPTION.** Viasat may suspend the Service without any responsibility, prior written notice to the User, if the latter incurs in any of the following cases:

1. Partial payments of Service rates or charges;
2. Non-payment of the Service after the due date indicated in the cover page hereof;
3. If the User uses the Service in a manner contrary to the provisions hereof and/or applicable laws;
4. If the User modifies or changes the installation of the Service or the Equipment; and.
5. As consequence of judicial or administrative authorization.

Once the cause that gave reason to the suspension of the Service has been resolved and whenever such cause may be a payment omission, Viasat must reactivate the provision of the Service in a maximum period of 48 hours, with the User having to pay the re-activation fee indicated in the cover page hereof.

If the User does not liquidate the amounts due within 50 calendar days after the issuance date of the corresponding statement of account, Viasat may terminate this Contract without any liability for Viasat. The foregoing does not relieve the User from the payment of liquidated damages for early termination, or any other pending charge, and of the obligation to allow Viasat to uninstall the Equipment granted in lease or, if applicable, the payment of the non-Returned Equipment fee.

Viasat will keep its right to collect amounts owed by the User and to exercise any judicial or extrajudicial action to receive such payment, even if the User decides not to reconnect the Service.

**TWELFTH.- SERVICE INTERRUPTIONS NOT TAXABLE TO PARTIES.**

The interruptions of the Service not attributable to any of the parties are as follows:

1. Cases of force majeure and/or acts of God, such as earthquakes, satellite failures, floods and, in general, any meteorological phenomenon that affects the availability of the Service, fires, epidemics, orders of civil and military authorities, strikes, riots and others similar causes;

2. Interruptions known as solar interference;
3. Interference in the satellite segment assigned, due to the mishandling of equipment with access to the satellite outside Viasat's control;

The interruptions of the Service attributable to Viasat are as follows:

1. Deconfiguration of the equipment due to errors in the master earth station;
2. Installation defects;
3. Lack of power supply at the central station –HUB–; or
4. Any other fact that is directly and solely attributable to Viasat.

**THIRTEENTH.- CONTINUITY OF SERVICE AND INTERRUPTION BONIFICATIONS.** Viasat must reward and compensate the User in the following cases:

1. When **by Causes attributable to Viasat**, the Service cannot be provided in the manner and terms agreed, contracted, offered or implied, or in accordance with the information displayed in Viasat's advertising or in accordance with the quality KPIs contracted or established by the IFT, Viasat must reimburse to the User the proportional part of the Service that it stopped providing plus a penalty of at least 20% of such amount.
2. When the interruption of the Service is **due to acts of God or force majeure** and it lasts for more than 72 consecutive hours following User's report, Viasat shall compensate the User for the proportional part of the period in which the Service was interrupted which compensation shall be reflected in the immediately following statement, receipt and/or invoice.
3. When Service is interrupted by any **foreseeable cause** that has general or significant impact in the provision of the Service, same may not affect the Service for more than 72 consecutive hours following the report the User filed. In this case, Viasat shall not charge the User for the proportional part of the price of the Service during the time it was unavailable.
4. When Viasat collects any undue amounts, Viasat must reimburse the User in accordance with applicable regulations.

After Viasat receives User's call to report failures and/or interruptions in the Service, Viasat shall provide a report number to the User and Viasat shall respond within the following 24 business hours, informing the User of the date in which the failure or interruption will be corrected, which date cannot be longer than 15 calendar days.

**FOURTEENTH.- BONUS AND COMPENSATION MECHANISMS.** In case bonifications and/or compensations proceed, Viasat shall:

1. Provide same no later than the following cut-off date after any of the events mentioned above occur;
2. Reflect such bonification or compensation in the following statement; and
3. Provide such bonification and/or compensation through the means agreed between the parties.

**FIFTEENTH.- TERMINATION AND CANCELLATION HEREOF.** The Contract may be canceled or terminated by any of the parties in the following cases:

- a) At any time, by either party. In the event that the contract is in a fixed term, the provisions of the last paragraph of the Second clause hereof shall apply;
- b) If at the time of installing the Service, due to physical or material impossibility or technical reasons of coverage, it is not technically feasible to provide same;
- c) Due to the permanent impossibility of Viasat to continue with the provision of the Service, due to force majeure;
- d) If the User does not cure the reasons(s) that gave rise to the suspension of the Service within 50 calendar days;
- e) If the User connects additional devices of its own, sublets, assigns or in any way transfers the rights foreseen in the Contract, without the Viasat's prior written authorization;
- f) If the User markets or resells the Service, or if the User obtains any profit from the sale or resale of the Service to any third party, without Viasat's or the IFT's prior authorization;
- g) If the User does not allow Viasat's duly identified staff to carry out necessary maintenance or repair work;

- h) If Viasat does not provide the Service in the agreed, contracted, offered or implied terms in the information displayed in the advertising, as well as with the quality indexes and KPIs contracted or established by the IFT;
- i) If the User, when making use of the Service, infringes any applicable national or international regulations (law, regulation, code, etc.), such as cyber fraud, phishing, spam, hacking or any other that results in an illegal activity, regardless of whether the User is conscious of such violation or not;
- j) If the User uses the brand, commercial name or any industrial property belonging to Viasat its affiliates, affiliates or subsidiaries and/or that identifies the Service and/or the Equipment;
- k) Upon termination or cancellation of Viasat's single concession for commercial use that allows Viasat to provide the Service to the User;
- l) If the User provides false information to Viasat when contracting the Service or during its validity;
- m) In case of Viasat's unilateral modification to the terms, conditions and rates established in the Contract;
- n) For loss of the Equipment, if it is attributable to the User, in which case the User must pay the charge for the non-Returned Equipment;
- o) If the insolvency of any of the Parties is verified, or if the cessation of payments of any of them is evident; or if the User or Viasat are declared bankrupt, the foregoing shall be applicable the provisions of the last paragraph of the Second clause hereof;
- p) If the User, his employees, contractors, administrators, associates or related parties are (i) included by the competent authorities in any type of investigation related to drug trafficking, terrorism, money laundering, terrorist financing, acting as front men, narcotics trafficking, and/or any other associated crime; (ii) be included in any restrictive list and/or risk control list of money laundering and/or terrorist financing, whether national, foreign or international, and/or (iii) be found guilty by the competent authorities in any type of judicial process related to crimes of the same or similar nature as those indicated in this clause;
- q) If the User uses the Equipment or the Service in contravention of the legal and regulatory provisions, as well as of any current telecommunications provision that is applicable to the provision of the Service;
- r) Due to judicial or administrative order; and
- s) For any other cause foreseen in current applicable legislation.

The User may cancel the Contract by calling Viasat's Customer Care at 800 872 0552.

When applicable, Viasat shall refund to the User amounts paid in advance. Such refund shall be equal to the proportional part of the Service that Viasat did not effectively provide, due to cancellation.

In case of Contract termination, Viasat shall provide the User with a folio or registration number, which may be provided, at User's choice, through physical, electronic or digital means or any other new technology that allows it.

**SIXTEENTH.- ACCESSIBILITY FOR PEOPLE WITH DISABILITIES.** In order for users with disabilities to be able to contract the Service, Viasat shall facilitate communications means that allow such users to know contracting conditions for the Service, additional services and the packages offered.

**SEVENTEENTH.- NON-DISCRIMINATION.** Viasat must provide the Service in equal conditions to anyone who requests it and without establishing privileges or distinctions in a discriminatory manner respective of other users in the same coverage area and in the same contracting conditions.

In the event Viasat offers conditions that are more favorable to one or more users located in equivalent or similar cases, the User may demand the same conditions, if it is technically possible for the Service to provide same.

**EIGHTEENTH.- PERSONAL INFORMATION.** Viasat shall protect and treat User's personal data in accordance with applicable regulations.

Viasat shall make its Privacy Notice available to the User so that he is able to exercise any of his rights, in accordance with Mexico's Federal Law on Protection of Personal Data Held by Private Parties.

In order for Viasat to use User's information for marketing or advertising purposes as well as to send advertising about goods, products or services, Viasat must first obtain the User's express consent in the cover page hereof.

**NINETEENTH.- RECEPTION OF CONSULTATIONS, QUESTIONS, CLARIFICATIONS AND COMPLAINTS.** The User may submit their complaints for failures and/or deficiencies in the Service and/or in the Equipment, as well as queries, questions, clarifications, hiring, cancellations, suggestions and claims to Viasat free of charge through any of the means of contact indicated in the cover page hereof.

**TWENTY.- COMPETENT AUTHORITIES.** Mexico's Federal Consumer Protection Agency ("PROFECO") shall be the competent administrative authority for the interpretation and execution of this Contract.

The IFT shall be responsible for regulating and monitoring the quality of telecommunications services, as well as for overseeing compliance with telecommunications administrative provisions issued and referred to by PROFECO's Official Mexican Standard NOM-184-SCFI-2018 for telecommunications services adherence contracts.

**TWENTY-FIRST.- CONCILIATORY PROCEEDINGS BEFORE PROFECO.** Viasat shall not suspend or interrupt the Service during the course of a conciliatory proceeding the User filed before Profeco. If the Service was suspended after the filing of a conciliatory proceeding before Profeco and prior to such proceeding's notice to Viasat, Profeco shall order Viasat to reactivate the Service. If the Service is suspended after Viasat has been notified of a conciliatory proceeding, Profeco will require Viasat to restore the Service.

In all cases, the User shall not be exempt from its payment obligations for the goods and/or services contracted and used, except when their inadmissibility has been determined.

**TWENTY SECOND.- CARD PAYMENT AUTHORIZATION.** You agree that Viasat will bill your monthly Service fee, lease fee and activation charges, as identified in this Contract and in accordance with your Service plan, in advance and in all cases will automatically collect these fees through your payment method on file with Viasat ("Card Payment"). You agree that the charges described above will be billed to the card mechanisms available to Viasat when you applied for the Service. The User agrees that Viasat will charge all due payments under this Agreement through Card Payment.

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) and contact email address. Changes to such information may be made by calling Viasat Customer Care at 800 872 0552.

If we are unable to process your Card Payment at any time and we do not receive electronic payment from you by the due date, your Service may be immediately suspended and you will remain responsible for payment of your monthly Service fee and lease fee.

If we do not receive your payment within 50 calendar days after the due date of payment, Viasat may terminate this Contract and the User will pay the Termination Fee established hereof.

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.

**TWENTY THIRD.- RE-ACTIVATION.** To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance and reactivation fees, said charges shall be reasonable and proportional.

**TWENTY FOURTH.- 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.

**TWENTY FIFTH.- REGISTRATION DATA.** This Contract is registered before Profeco under registration number 847-2019, dated November 21<sup>st</sup>, 2019.

Likewise, the User may consult said record in [https://burocomercial.profeco.gob.mx/ca\\_spt/Viasat Tecnología, S.A. de C.V.!!Viasat 847-2019.pdf](https://burocomercial.profeco.gob.mx/ca_spt/Viasat_Tecnología,_S.A._de_C.V.!!Viasat_847-2019.pdf) and through the following QR code:



Any difference between the text hereof and the one registered before Profeco, to the detriment of the User, shall be deemed null.

Viasat shall use the adherence contracts registered before Profeco in all its commercial operations and same shall faithfully match the registered contract models. Registered contract models shall be available in Viasat's Website and available for consultation through electronic means or digital or any other new technology that allows it, notwithstanding the provisions of the General Guidelines for Accessibility to Telecommunications Services for Users with Disabilities issued by the IFT.



**Exhibit A – Consumer Plans**

Consumer Plans Explanations

	<b>Residential Internet Service Plans</b>			
<b>Consumer Plans</b>	<b>Plan A Viasat 50 Mbps</b>	<b>Plan B Viasat 50 Mbps Pro</b>	<b>Plan C Viasat 12 Mbps</b>	<b>Plan D Viasat 12 Mbps Pro</b>
Price (including VAT)	\$1,499 MXN	\$2,699 MXN	\$1,499 MXN	\$2,699 MXN
IFT Rate Registration Number	261409	261411	261414	261415
Data Allowance (GB)  Combined Upload and Download measured over a fixed monthly period	_____	_____	_____	_____
<p>If your usage is greater than your plan's monthly data allowance, we will slow your service speed to up to 128 Kbps, which will greatly impair internet usage, except you will still be able to engage in the following:</p> <ul style="list-style-type: none"> <li>You will continue to have access to most web pages and chat at the standard speeds.</li> <li>You will continue to have access to all internet activities at standard speeds during your Free Zone from 2 am to 7 am local time.</li> </ul>				
<p><b>General Information.</b> Starting on the first day of your monthly measurement period, all uploaded and downloaded data transmitted using your Viasat Internet account during metered hours in your local time zone counts toward your data allowance. The measured data consumption of the Service Plan is from 7:00 a.m. until 2 a.m., local time zone, each day of the year. You can find your current data usage by calling 52 800-872-0552 or through your registered WhatsApp account. At the end of each monthly measurement period, your data usage resets to zero. Any unused data or additional purchased increments of data (e.g. a Buy More) do not carry over to the next monthly measurement period.</p>				