

Provisions for the mandatory terms and conditions for the online service - Wireless service

Registration number: _____

These terms and conditions (the “**Terms and Conditions**”) apply to the fixed wireless satellite Internet service that you acquired with (Viasat Tecnología, S.A. de C.V. (“**Viasat**”) through the online Viasat customer portal (the “**Customer Portal**”). This service shall hereinafter be denominated the “**Service**.” These Terms and Conditions constitute the binding agreement between you and Viasat. By accessing the Customer Portal and accepting these Terms and Conditions, or by using the Service, you accept and agree to remain subject to these Terms and Conditions. If you do not agree with these Terms and Conditions, do not access or use the Service.

1. Use of the Service and Restrictions on Use.

a. Service License. Pursuant to these terms and conditions and the Service plan(s) that you are acquiring, Viasat grants you a personal, non-exclusive, non-transferable and limited license to utilize the Service solely for the purpose of accessing the Service from any machine of which you are the principal user or that you are authorized to use. You may not sublicense, assign or transfer this license, except when Viasat so permits it in writing. Any attempt to sublicense, assign or transfer any of the rights or obligations by virtue of this license will not be valid and may give rise to termination of said license and these Terms and Conditions, except for any subsisting rights or obligations of any of the parties. Except for as expressly stipulated herein, you are not granted any intellectual property right to the Service by implication, preclusion or any other legal theory, and all rights to the Service that have not been expressly granted herein remain reserved and retained by Viasat.

b. Obligations. To access and utilize the Service, you may have to configure a personal account on the Customer Portal (the “**Account**”). If this is the case, in exchange for access and use of the Service, you: (i) agree to provide accurate and complete registration information for your Account and you agree to notify Viasat of any change to said information; and (ii) agree to protect the password, the user name and the security information that you use to access the Service and you will immediately notify Viasat of any unauthorized use of your Account of which you become aware. In any case, in exchange for access and use of the Service, you (A) agree to comply with applicable laws and regulations, including, among others, applicable copyright and intellectual property laws; and (B) declare that you are at least eighteen (18) years of age (or the legal age of majority where you access the Service), and you hereby guarantee that you will monitor and accept liability for use of your Account (if applicable) and of the Service by minors.

c. Purchasing Data and Time. To acquire a Service plan, you must purchase an access code (the “**Access Code**”). Unless expressly prohibited by applicable law, Access Codes have no cash value. Unless you are given a longer period of time with your Access Code, or it is published on the Customer Portal, you must activate the Access Code within 30 days following purchase. The Access Code will provide the service parameters given in the Service plan. Depending on the Service plans offered in the location and when you access the Service (which will be subject to change or termination at any time), the Service may be for a data increment (measured in megabytes or gigabytes) (“**Data Purchase**”) or for a predetermined time increment (“**Time Purchase**”) (each one, a “**Purchase**”).

(i) **Data Purchase.** Usage of your Data Purchase begins when you make the purchase and access the Internet using the Service. All uploaded and downloaded data that have been transmitted using the Service will count toward usage of your Data Purchase. You may continue using your Data Purchase for a period of thirty (30) days or until you fully use up the Data Purchase, whichever occurs first.

(ii) **Time Purchase.** Viasat will begin to count your Time Purchase immediately after you make the purchase and access the Internet using the Service. Your Time Purchase will be available during the continued period for which you acquired the Service, even if you disconnect

from the Service. The Service will cease to function past the amount of the Time Purchase. A Time Purchase may include an associated Data Purchase (for example, 10 GB for one week). For such purchases, your Service will cease to function once either on the expiration date of your Time Purchase or when the total usage of your Data Purchase occurs, whichever occurs first.

d. Restrictions on Use of the Service. You must strictly adhere to any policy established by another service provider that is accessed through the Service. You undertake not to share your access to the Internet connection provided through the Service with any third party, by any means, including, among others, linking/connecting your connected device to another device.

e. Resale Prohibition. Resale of the Service or otherwise making the Service available to third parties, in full or in part, directly or indirectly, as a package or individually, whether or not monetary compensation is received, is prohibited. The Service is solely for your exclusive use. You agree not to use the Service to operate as an Internet Service Provider (ISP).

f. Security. You agree to take reasonable measures to protect the security of computers or other devices capable of accessing the Service, including programs to protect your computer and other devices with malicious code, programs or other internal components (such as viruses, worms, time bombs, Trojan horses or similar malicious programs). You expressly agree that if your computer or a device is infected and provokes any of the prohibited activities listed in the Viasat Acceptable Use Policy, Viasat may immediately suspend your Service until your computer and/or device is sufficiently protected to prevent more prohibited activities. In all cases, you are the sole party responsible for the security of any device that you choose or allow to connect to the Service, including all stored or shared data on that device.

2. Other Charges. You are responsible for each and every one of the third-party charges incurred by you as a result of using a mobile device to access and use the Service (including charges imposed by your wireless service provider).

3. Modifications to the Service. Viasat may modify, suspend or terminate the Service (or any function or feature of the Service) for any reason with justified cause, with or without prior notice, and without liability to you, except for the amounts that you have paid in advance for the Service but cannot use due to suspension or termination of the Service (or any function or feature of the Service). Use of the Service by you after the effective date of any change constitutes your acceptance of said change.

4. Modifications to the Terms and Conditions. These Terms and Conditions, as well as the policies that accompany them, may be updated or modified from time to time. Viasat will report such changes in any manner acceptable by law, including, among others, publishing them on the Customer Portal. Use of the Service by you after said change constitutes your acceptance of said change. If you do not accept any change to these Terms and Conditions or to any of the policies that accompany it, you must cancel your use of the Service immediately.

5. Effect of Expiration or Total Usage of Your Purchase. Your Service will immediately cease when your Purchase has expired or has been used up. Any unsaved work that is still open in a web browser or another application when concluding the Service session may be lost, and Viasat will not be liable for or capable of recovering such loss of data.

6. Termination or Suspension by Viasat. Viasat reserves the right to cancel your Service and these Terms and Conditions, or suspend your Service, at any time (with or without prior notice) in full or in part, if you or a user of your Account (as applicable) have violated these Terms and Conditions, violated or presumably violated any law, or used the Service or equipment in a manner that contradicts any of the Viasat policies.

7. Exemption of Liability for Third-Party Content/Links to Third-Party Sites. Content provided

by third parties (“**Third-Party Content**”) has not been nor will it be independently authenticated, in full or in part, by Viasat, even if Viasat provides a link to said content. Viasat does not provide, sell, license or lease any Third-Party Content that is not specifically identified as being provided by Viasat. Any link to Third-Party Content is solely provided for convenience purposes. Viasat does not grant any guarantee or make any statement of any type regarding Third-Party Content.

8. Privacy Policy and Acceptable Use Policy. Viasat will make available to you its Privacy Policy. Please read its terms and conditions carefully, as it contains important information about the use and security of the data transmitted to and from your computer or device. Any information provided or collected by Viasat during the Service operation will be subject to the Viasat Privacy Policy. The use of the Service will also be subject to the terms and conditions of the Viasat Acceptable Use Policy, which will also be made available to you. You agree to comply with the Viasat Privacy Policy and the Viasat Acceptable Use Policy, which are incorporated to these Terms and Conditions as if they were inserted verbatim.

9. General Restrictions on Use. The Service is solely provided for your use and you undertake not to reproduce, duplicate, copy, sell, sublicense, transfer, resell or exploit your use of the Service or access thereto for any purpose. All information, documents, products and software (jointly the “**Materials**”) provided with this Service were provided by or to Viasat by its respective manufacturers, authors, developers, licensees and providers (“**External Providers**”) and constitute work protected by copyrights of Viasat and/or the External Providers. Except as indicated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, exhibited, published or transmitted in any format or by any means, including, among others, electronic media, mechanical means, photocopy, recording or any other way, without prior express and written authorization from Viasat and, if applicable, the External Provider. Except as expressly stipulated herein regarding your limited license to use the Service, you are not granted any intellectual property right to the Service or the Materials by implication, preclusion or any other legal theory, and all rights to the Service and Materials that have not been expressly granted herein remain reserved and retained by Viasat and/or the External Provider.

10. General Information.

a. Interpretation and Delegation. If any provision of these Terms and Conditions is invalid or unenforceable by a competent court or jurisdiction, such invalidity or non-execution will not invalidate or make non-executable any other provision of these Terms and Conditions, and they will continue in full force and effect and will be interpreted as if the invalid or unenforceable provision did not exist.

b. Integrity of the Agreement. These Terms and Conditions constitute the sole and complete agreement between you and Viasat with respect to the Service, and will apply to all users of your Account, who will be bound hereto. These Terms and Conditions replace all declarations, proposals, incentives, guarantees, promises, agreements and other communications with respect to the purpose hereof.

c. Miscellaneous. The effective date of these Terms and Conditions is the date on which you “agree” to receive the Services. Any provision of these Terms and Conditions that, due their nature should continue, will subsist past any expiration or termination of said Terms and Conditions.

d. Applicable Law. These Terms and Conditions will be governed and interpreted according to the laws of Mexico.

e. Jurisdiction. For any matter related to the interpretation, application and compliance of these Terms and Conditions, each of the parties irrevocably and unconditionally submits to the exclusive jurisdiction of Mexico’s Consumer Protection Agency through its Concilianet system. Once the administrative process has concluded, the Parties will submit to the exclusive jurisdiction of the federal courts seated in Mexico City, Mexico. Each of the parties expressly and irrevocably, to the extent permitted by applicable law, waive the right to the jurisdiction of any other courts they may have a right to by reason of their current or future domicile, or any other reason.