Viasat Fiber Customer Agreement (Residential)

This Viasat Fiber 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 Fiber Internet access services, which is provided in cooperation with FiberCity® operated by SiFi Networks ("**SiFi Networks**") (the "**Internet Service**"), and any optional add-on services ("**Viasat Optional Add-On Services**"). The Internet Service and Viasat Optional Add-On Services may also be individually referred to as the "Service" or collectively referred to as the "Services". 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 1-855-463-9333 or write to: **Viasat, Inc., 349 Inverness Drive South, Englewood, CO 80112 - Attention: Customer Care.**

SECTION 8.4 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 8.4 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION AS FOLLOWS: (a) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING; AND (b) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 8.4 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT AND THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT.

A. Service Term. You commit to a month-to-month service term ("**Monthly Service Term**"), which commences on the date your Internet Service is activated and continues until terminated by you or Viasat.

B. Equipment. All equipment provided by Viasat or SiFi Networks, including, but not limited to, an indoor modem and router, an outdoor network interface device, any necessary cables or wiring, and any hardware and software contained within the equipment (collectively, the "**Equipment**") is owned by SiFi Networks. Only a SiFi Networks-authorized or Viasat-authorized installer may install, deinstall or service the Equipment at your residence. Please see Exhibit A, Equipment Addendum, for additional details.

C. Fiber Unlimited Data Policy. The Service is governed by the Fiber Unlimited Data Policy set forth in Exhibit B.

D. Payment Authorization. You authorize Viasat to charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all or any portion of your Service fees, and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live 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 you.

E. Viasat Optional Add-On Services. Please see Exhibit C, Viasat Optional Add-On Services, attached hereto and incorporated herein.

This Agreement has 10 pages and incorporates the Equipment Addendum as set forth in Exhibit A, the Fiber Unlimited Data Policy as set forth in Exhibit B, Viasat Optional Add-On Services as set forth in Exhibit C, the Acceptable Use Policy and the Privacy Policies, each as posted on www.viasat.com/legal. 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.

If you did not receive Sections 1 through 8 of this Agreement, Exhibit A (Equipment Addendum), Exhibit B (Fiber Unlimited Data Policy) and Exhibit C (Viasat Optional Add-On Services), DO NOT SIGN THIS AGREEMENT.

CUSTOMER INFORMATION

Customer Signature: _____

Date: _____

Print Customer Name:

Street Address:

AUTHORIZED SIGNER INFORMATION
(if Customer is not present at Installation)

Authorized Signer's Signature: _____

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

Date: _____

Print Authorized Signer's Name: _____

Relationship to Customer: _____

Terms and Conditions

1. The Service.

1.1 Limitations. The Internet Service is available at select locations within the United States as identified by Viasat. You may only use the Service at the residential location identified on the first page of this Agreement. **You acknowledge all download and upload Internet Service speeds are "up to," not guaranteed, will vary, and are based on a wired connection to a device.**

1.2 System Requirements. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment 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 residence and not in any commercial, retail or other business location (other than a home office in your residence), 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 residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your "household" is limited to the single address where you reside and where the Service is installed, and does 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, without prejudice to any rights and remedies available to Viasat under this Agreement, at law and at equity.

2.3 Installation, Service of Equipment, and Access to Your Premises. You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment at your residence. 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, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the installation or use of 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, SiFi Networks, or any of their designated service providers will be required to (i) access your premise to install Equipment on the exterior and interior of your residence, which may include, without limitation, installing fiber cables underground by digging, drilling, trenching, or installing fiber cables overhead, and drilling, cutting, or otherwise alter the premise; (ii) access your premise to service and maintain the Equipment, and (iii) enter your premises and access your computer or other devices to service and maintain the Equipment. By signing this Agreement, scheduling one or more service visits, and permitting us or our service provider to enter your home, you are authorizing Viasat, SiFi Networks, and their respective service providers to perform any services detailed herein or as otherwise requested by you, and you represent and warrant that you own the premises or have obtained the authority to give us or our service provider access to the premises. 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, SIFI NETWORKS, NOR THEIR SERVICE PROVIDERS 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 service calls, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

2.4 Customer 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 customer, beginning with the date your Internet 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. 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 and/or monthly fees (including, without limitation, any applicable discounts), service charges, Equipment fees, 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 understand any activation fee paid when ordering Service is non-refundable, which occurs upon the execution of this Agreement. 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. Information on our charges and surcharges may be made available to you on www.viasat.com. 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. You understand and agree that you will not receive a paper statement in the mail, unless stated otherwise in this Agreement. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your Service plan details. 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. Subject to applicable law, 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 EFT Payment or 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 Card and EFT Payment Authorization. You agree that Viasat will bill your monthly Service fee and lease fee (if applicable) and one time charges in advance and will bill other fees in arrears as applicable, such as, but not limited to, fees for your receipt of certain support services when you contact us, for toll calls, and in all cases will automatically collect these fees through either a Card Payment or EFT Payment. By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by Viasat. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. Each time you provide Viasat with an EFT Payment, you consent to Viasat verifying with a consumer reporting agency or other third party that the bank account you have provided is valid, available and acceptable to Viasat for electronic payments on your billing account. 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, bank account number) and contact email address. Changes to such information may be made by calling Viasat Customer Care at 1-855-463-9333. If you fail to provide us with any of the foregoing information, you agree that Viasat may continue charging you for any Service provided under your account. Your card issuer may also contact Viasat and notify Viasat of changes to your billing account, and you hereby authorize Viasat to update your billing account based upon such notice. In addition to administrative fees that you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, your account may be immediately suspended in accordance with applicable law, and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated, subject to applicable law. 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. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Viasat will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

3.3 Billing Errors, Partial Payments and Collections. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us at 1-855-463-9333. **You must contact us within 60 days of receiving the statement on which the error or problem appeared, unless a longer period is mandated by applicable law. 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, unless required by applicable law. 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, subject to applicable law. 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, unless otherwise indicated in this Agreement. In addition, we may require a deposit before reactivating your Service, subject to applicable law. The amount of the deposit will not exceed one year of monthly fees, or the maximum permitted under applicable law, whichever is lesser. 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. You authorize Viasat to report both positive and negative information about your payment history to any credit reporting agencies.

4. Modifications, Rights of Cancellation or Suspension.

4.1 Modification of this Agreement. Subject to Section 8.4(h) of this Agreement, Viasat reserves the right to modify this Agreement upon notice published on www.viasat.com/legal. Such modifications may include changes to, without limitation, our pricing and billing terms and our dispute resolution procedures. 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 by calling us within 30 days after the first statement reflecting such changes is issued.

4.2 Modification of the Service. We may discontinue, add to or revise any or all aspects of the Service in our 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, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content that we or one of our vendors provide to you in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice on one or more of the Viasat websites or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service prior to the effective date of the changes. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use Policy, Privacy Policy, and Fiber Unlimited Data Policy, including, without limitation, actions to (a) make available to third parties information relating to Viasat or its customers, (b) withdraw, change, suspend or discontinue any functionality or feature of the Service, and (c) limit access to the Service to prevent abusive consumption.

4.3 Termination by Customer. Subject to your payment of the monthly fees for the full billing cycle in which termination occurred, you may terminate this Agreement at any time by giving us written or telephone notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated, unless otherwise required by applicable law. In limited circumstances, Viasat may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is suspended. Please allow up to five business days from the date of receipt for processing written requests to terminate or suspend your Service. Viasat does not accept notices of termination or suspension via e-mail or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by e-mail. Once your account is terminated, you will no longer have access to any parts of the Service.

4.4 Termination or Suspension by Viasat. Subject to compliance with relevant state and federal laws, we reserve the right in our sole discretion to terminate your Service and this Agreement, suspend your Service, and/or transition your Service plan at any time (with or without notice), in whole or in part. If we terminate, suspend, or transition your Service because you have or a user of your account has breached this Agreement or violated a law, then notwithstanding the termination, suspension, or transition of your Service, you will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination,

suspension, or transition. In these instances, you are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive the Service and Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated, suspended, or transitioned. Further, to the extent permitted by applicable law, Viasat reserves the right to terminate your Service due to any loss of coverage in your area as a result of changes to Viasat's third-party Service provider's network coverage or capacity.

5. Permitted Use and Restrictions on Use.

5.1 Software License. Subject to the terms of this Agreement, Viasat grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Viasat (including any updates) only for the purpose of accessing the Service ("Software") on any computer(s) on which you are the primary user or which you are authorized to use. Our Privacy Policies provide important information about the Software applications we utilize. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including, without limitation, software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Viasat. 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. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

5.2 Restrictions on Use of the Service. You understand the Service is subject to, and where applicable, you agree to comply with the Fiber Unlimited Data Policy, Viasat's Acceptable Use Policy, and any other policies applicable to your use of the Service located at www.viasat.com/legal, all of which are incorporated into and made a part of this Agreement. 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 static IP address.

5.3 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside your residence (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. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an internet service provider or for any business enterprise or purpose, or as an endpoint on a non-Viasat local area network or wide area network, unless specifically authorized in writing by Viasat. Other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy or any other Viasat policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your residence.

5.4 No Unauthorized Use of Equipment or Software. Title to and ownership of the Equipment and Software remains with SiFi Networks, and you may not loan, transfer, sell, give away, tamper with, or alter the Equipment unless you obtain written approval from Viasat or SiFi Networks. You are strictly prohibited from servicing, altering, modifying, disassembling, reverse engineering, or tampering with the Equipment, Software 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 Customer. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, 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 Customer Care Center 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 are 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 AND ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU ARE 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 CUSTOMERS 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 OR THE SECURITY OF ANY INFORMATION YOU SHARE OVER 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. THE LIMITED WARRANTY CONCERNING EQUIPMENT PURCHASED BY YOU GIVES YOU SPECIFIC LEGAL RIGHTS, AND 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 (I) USE OF THE SERVICE, (II) INABILITY TO USE THE SERVICE, (III) ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU, OR (IV) 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. We are not responsible for any interruptions of the Service that are beyond our reasonable control, such as, but not limited to, weather disturbances, war, fire, labor difficulties, strikes, slowdown, governmental orders, equipment failure, inability or delay in securing equipment or sites, civil commotions, acts of nature, epidemic, pandemic, adverse geographic or topographical conditions, power failure, transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission. Further, we are not responsible for any Service interruptions that occur as a result of Viasat's third-party Service provider's network, such as, but not limited to, failures resulting from system capacity issues, equipment modifications, upgrades, relocations, repairs and other similar activities necessary for the proper or improved operation of Services. However, because we value our customers, 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 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.

8.2 Contact Information. You agree that by entering into this Agreement and providing Viasat with your wireless phone number and/or any other telephone number and/or your e-mail address, Viasat or its agents may contact you for: (a) any account-related issues by calling or texting you at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals, and/or (b) for any account-related issues or for marketing purposes by sending an e-mail to such e-mail address. The consent provided here continues even if your Service terminates. If you do not wish to receive marketing emails, you may follow the opt-out instructions contained in any such email by making an opt-out request or by visiting https://pages.viasat.com/UnsubscribePage.html.

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.

PLEASE READ THIS SECTION 8.4 CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH VIASAT AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 8.4 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

(a) Scope of Arbitration Agreement. You agree that any and all disputes or claims relating in any way to any aspect of your relationship or transactions with Viasat and/or your access to or use of Viasat's services ("Claim" or "Claims") will be resolved by binding arbitration, rather than in court, except that (a) either party may assert Claims in small claims court in the county of your billing address if the claims so asserted qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-collective, non-representative) basis; and (b) you or Viasat may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement is intended to be broadly interpreted and shall apply, without limitation, 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 or were asserted 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.

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.

BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU ELECT NOT TO PARTICIPATE IN ANY ONGOING OR FUTURE PROCEEDINGS AGAINST VIASAT THAT ATTEMPT TO ASSERT CLAIMS ON A CLASS-, COLLECTIVE-, OR REPRESENTATIVE-WIDE BASIS.

(b) Informal Resolution. To expedite resolution of issues and control the cost of disputes, you and Viasat agree that, before either you or Viasat demands arbitration against the other, we will first try in good faith to resolve any Claim informally as follows: the party initiating the Claim must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference ("Notice"), which conference shall occur in person, or via telephone or videoconference, within 60 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. If you are represented by counsel, your counsel may participate in the dispute resolution conference, but you shall also fully participate in the conference. 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. In the interval between the receiving party receiving such Notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's Claim(s). Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. Any statute(s) of limitations and any filing fee deadline(s) shall be tolled while the parties engage in the informal dispute resolution process required by this Section 8.4(b).

(c) Arbitration Rules and Forum. This Arbitration Agreement evidences a transaction in interstate commerce and is governed by the Federal Arbitration Act ("FAA") in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply. Before a party may initiate an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certifying completion of the informal dispute resolution conference pursuant to Section 8.4(b) of this Agreement. Such notice must be signed by hand, whether by you or by a Viasat representative, and may not be signed electronically. If this notice is being sent to Viasat, it must be sent by email to the counsel who represented Viasat in the informal dispute resolution process or, if there was no such counsel, then by mail to the address on the first page of this Agreement, to the attention of the Viasat Legal Department. We will send any such notice to your billing address.

The arbitration will be conducted by ADR Services, Inc. under its rules and pursuant to the terms of this Agreement. Arbitration demands filed with ADR Services, Inc. must include (a) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (b) a statement of the legal claims being asserted and the factual bases of those claims; (c) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (d) the handwritten signature of the party seeking arbitration (electronic signatures are not permitted). Each arbitration demand must also include a signed certification from you or your counsel that (a) you have complied with the pre-arbitration informal dispute negotiation requirement set forth in Section 8.4(b) of this Agreement; (b) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (c) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (d) the factual contentions have evidentiary support (or will after reasonable opportunity for further investigation or discovery). If you are represented by counsel, your counsel may participate in the arbitration, but you shall also fully participate in the arbitration.

Disputes shall be subject to ADR Services, Inc.'s most current version of its Arbitration Rules, available at https://www.adrservices.com/services/arbitration-rules or by calling ADR Services, Inc. at 310-201-0010 or by writing to the address on the first page of this Agreement to the attention of the Viasat Legal Department. The fees that shall apply to arbitrations administered by ADR Services, Inc. are set forth on ADR Services, Inc.'s website, available at https://www.adrservices.com/rate-fee-schedule/. Specifically, the fees set forth in ADR Services, Inc.'s Mass Employment Arbitration Fee Schedule shall apply when twenty (20) or more arbitration claims are filed which: (a) involve the same or similar parties; (b) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact; and (c) involve the same or coordinated counsel for the parties. In all other circumstances, the fees set forth in ADR Services, Inc.'s General Fee Schedule shall apply, except that Viasat will pay the portion of the initial case opening fees (if any) that exceeds the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. Payment of all filing, administration, and arbitration fees will be governed by ADR Services, Inc.'s rules. If the arbitrator finds that you cannot afford to pay ADR Services, Inc.'s filing, administrative, hearing, and/or other fees and cannot obtain a waiver of fees from ADR Services, Inc., Viasat will pay them for you. If ADR Services, Inc. is not available to arbitrate, the parties will meet and confer to discuss mutually agreeing to an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or (if and only if ADR Services, Inc. is available to do so) in person in the county where you live or at another mutually agreed location. 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.

(d) Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator is bound by this Arbitration Agreement. All disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. The arbitration will decide the rights and liabilities, if any, of you and Viasat. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties unless both you and Viasat otherwise agree in writing. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and Viasat.

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 Federal Rule of Civil Procedure 11(b)), then payment of all fees related to the arbitration shall be governed by the applicable 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 applicable 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.

(e) Waiver of Jury Trial. **YOU AND VIASAT WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL**. You and Viasat are instead electing to have Claims and disputes resolved by arbitration, except as specified in Section 8.4(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(f) Waiver of Class, Collective, Consolidated, or Representative Actions. **YOU AND VIASAT EXPRESSLY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER**. If, however, this waiver of class, collective, consolidated, or representative actions is deemed invalid or unenforceable with respect to a particular Claim or dispute, neither you nor Viasat is entitled to arbitration of such Claim or dispute. Instead, all such Claims and disputes will then be resolved by a court in the United States District Court for the District in which you reside. This provision does not prevent you or Viasat from participating in a class-wide settlement of claims.

(g) Survival. This Arbitration Agreement shall survive termination of this Agreement and your relationship with Viasat.

(h) Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Viasat makes any future material change to this Arbitration Agreement, such change will not apply to any individual Claim(s) that you had already provided notice of to Viasat.

(i) Timing. 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.

Exhibit A
Equipment Addendum

This Equipment Addendum is between you and Viasat and is separate and different from any other commitment you may have made with Viasat and is fully enforceable under these terms.

1. **Applicable Documents and Terms.** Unless otherwise specified in your Customer Agreement, the Equipment shall at all times remain the sole and exclusive property of SiFi Networks, and Viasat or SiFi Networks will have the right to provide or replace Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Internet Service for any reason.

2. **Ownership.** You agree that all Equipment belongs to SiFi Networks and shall not be deemed fixtures or part of your realty. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of SiFi Network's ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by Viasat or SiFi Networks at the service rates in effect at the time of such service. You are responsible for preventing the loss or destruction of the Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.

3. **Defective Equipment**. Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Internet Service under this Agreement, Viasat will, at no additional charge to you, replace or repair the Equipment that Viasat, in its sole discretion, determines to be defective ("**Defective Equipment**"). Defective Equipment replacement under this Section 3 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. Viasat may, in its sole discretion, waive its standard service call charge to replace or repair Defective Equipment. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 1-855-463-9333. All maintenance and repair of Equipment shall be performed by us or our designee(s). Viasat may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.

4. **Disclaimer**. **VIASAT and SIFI NETWORKS PROVIDE THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. VIASAT AND SIFI NETWORKS IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.**

5. **Customer Acknowledgement**. Customer acknowledges and agrees that Viasat is not extending credit. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Care department by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

Exhibit B
Fiber Unlimited Data Policy

The Viasat Fiber internet plans listed in the charts below, each do not have a monthly data allowance. The amount of data you use will not affect your service speeds. Speeds are "up to," not guaranteed, will vary, and are based on a wired connection to a device. The speeds at your specific location are available to you through the Broadband Label information provided when your purchase service.

Viasat retains the right to trial or adopt different data consumption thresholds or other usage plans for the Service at any time. If we do this, we will notify you.

Plan Name	Download and Upload Speed	Data
Viasat Fiber 500 Mbps	Up to 500 Mbps	Unlimited
Viasat Fiber 1 GIG	Up to 1,000 Mbps	Unlimited
Viasat FiberAid 1 GIG	Up to 1,000 Mbps	Unlimited
Viasat Fiber 2 GIG	Up to 2,000 Mbps	Unlimited
Viasat Fiber 5 GIG	Up to 5,000 Mbps	Unlimited

Exhibit C
Viasat Optional Add-On Services

Viasat CyberProtect Service
Viasat CyberProtect, powered by Bitdefender, ("**Viasat CyberProtect**") is only available to Viasat Internet residential customers. Viasat CyberProtect is $6.99 per month. New Viasat CyberProtect customers will receive their first month free, excluding applicable taxes and surcharges. Regular rates apply after the promotional period. Your monthly service fee for Viasat CyberProtect is billed by and paid to Viasat. Viasat CyberProtect is available for all major operating systems that meet the minimum system requirements available at: https://www.bitdefender.com/consumer/support/answer/28539/. Viasat CyberProtect service is offered with Bitdefender® Total Security and Bitdefender® Digital Identity Protection. Your use of the Bitdefender Software is governed by the Subscription Agreement and Terms of Service for Home User Solutions available at: https://www.bitdefender.com/en-us/site/view/subscription-agreement-and-terms-of-services-for-home-user-solutions and the Privacy Policy for Home User Solutions available at https://www.bitdefender.com/en-us/site/view/legal-privacy-policy-for-home-users-solutions. Cancel anytime. To remove Viasat CyberProtect, please call Viasat Customer Service at 855-463-9333, or if available to you, remove in My Viasat.