

## Customer Agreement

This Customer Agreement, which includes the attached Product Addendum (defined in Section 1.1 below) for the particular service(s) you have selected, and the policies identified as being a part of, or incorporated into, this Agreement, (collectively, the “**Agreement**”) between Viasat, Inc., located at P.O. Box 4427, Englewood, CO 80155, and if applicable, Viasat’s subsidiary, Viasat Carrier Services, Inc. (“**Viasat**”, “**Us**” or “**We**”), and you, the Customer (“**Customer**” or “**you**”), effective on the date you accepted this Agreement below (the “**Effective Date**”), describes the terms and conditions between you and us applicable to Viasat’s satellite-based Internet service, voice over Internet protocol (“**Voice**”) service, Office Hours, or other services (collectively, the “**Service**” or “**Services**”). Viasat and Customer may be referred to herein individually as a “**Party**” or together as the “**Parties**.” The Parties hereby agree as follows:

**SECTION 9.4 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 9.4 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 9.4 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT AND THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT.**

### **1. The Service.**

- 1.1 **Product Addendum.** Viasat will provide the Service(s) to you that you have selected to purchase. Viasat will provide you with a quote and/or an email communication confirming the Services you have selected (collectively “**Order Confirmation**”). Depending on the Services you have selected to purchase, the following Product Addendum(s) will apply to you (individually, a “**Product Addendum**,” collectively, the “**Product Addendums**”). Each Product Addendum governs your use of that aspect of the Service in addition to this Agreement and the applicable Product Addendums are hereby incorporated into this Agreement. The following Product Addendums apply to the corresponding Service:
- a) If you purchased Business Internet Service, the Business Internet Product Addendum applies.
  - b) If you purchased Connect America Fund Phase II Auction (CAF-II) Internet Service, the CAF-II Product Addendum and the Business Internet Product Addendum apply.
  - c) If you purchased Business Voice Service, the Business Voice Product Addendum applies.
  - d) If you purchased CAF-II Voice or Voice-Only Service, the CAF-II Product Addendum and the Business Voice Product Addendum apply.
- 1.2 **Acceptable Use of the Service.** Your usage of the Service is subject to the Acceptable Use Policy, available at <https://www.Viasat.com/legal>, which forms part of this Agreement and is incorporated herein.

### **2. Term.**

- 2.1 **General.** The term of this Agreement commences on the date you sign this Agreement, or we activate Service, (whichever is earlier) and continues for the duration of the Minimum Service Term (defined below), unless terminated earlier by you or Viasat (“**Term**”). After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have agreed to a new Minimum Service Term under another service plan offered by Viasat.
- 2.2 **Minimum Service Term.** Depending on the Internet Service plan you select, you either commit to: (1) a month-to-month service term, which you may cancel at any time (“**Monthly Service Term**”), (2) a 24-month minimum service term (“**24-Month Minimum Service Term**”), or (3) a 12-month minimum service term (“**12-Month Minimum Service Term**”) (each option is collectively referred to as “**Minimum Service Term**”). The Minimum Service Term starts on the day your Internet Service is activated, unless a different term is expressly provided in the written terms of the Product Addendum. If you upgrade from a Service plan and the upgraded plan requires: (i) the use of upgraded Leased Equipment (as defined below), or (ii) a service call to your location, then you may be required to commit to a new Minimum Service Term beginning on the date we activate your new plan. If you terminate Service with us prior to the expiration of the then-applicable Minimum Service Term, you will owe (and your credit card, debit card, or bank account will be charged) a Termination Fee (“**Termination Fee**”) in accordance with Section 2.3 below.
- 2.3 **Termination Fee.** The following Services have Termination Fees as stated below and detailed further in each applicable Product Addendum. You are responsible for each applicable Termination Fee depending on the Services you select.
- 2.3.1 **Business Internet Service Plans:** The Termination Fee for Business Internet Service plans with a 24-Month Minimum Service Term is equal to the number of months left in your applicable Minimum Service Term multiplied by \$20.00 for Internet service purchased on or after November 16, 2023; and multiplied by \$15.00 for Internet service purchased prior to November 16, 2023. There is no Termination Fee applicable to Business Internet Service plans with a Monthly Service Term.
  - 2.3.2 **CAF-II Internet Service:** The Termination Fee for CAF-II Internet Service plans with a 12-Month Minimum Service Term is equal to the number of months left in your applicable Minimum Service Term multiplied by \$20.00.
  - 2.3.3 **Business Voice Service:** There is no termination fee for Business Voice Service, excluding Voice-Only service as detailed below.
  - 2.3.4 **CAF-II Business Voice-Only Service:** The Termination Fee for the Voice-Only Service plan with a 12-Month Minimum Service Term purchased as part of the CAF-II program is equal to the number of months left in your applicable Minimum Service Term multiplied by \$20.00.

### **3. Leased Equipment, Equipment and Installation.**

- 3.1 **General.** Unless expressly set forth in the Product Addendums for your Service, most Viasat Services require the use of Viasat Leased Equipment (as defined below), and other Viasat equipment, such as, but not limited to, ancillary customary mounting and installation materials. Your rights to and use of such Leased Equipment (as defined below) and other Viasat equipment are described herein. “**Leased Equipment**” means the equipment consisting of a modem, receiver, controllers, hardware, local-area network devices, routers, and if applicable, ARIA2210 router. Viasat shall provide the Leased Equipment to you during the Term at the cost set forth on the Viasat portal. Depending on the type of Service plan selected, Viasat may ship the Leased Equipment to your location, and in some instances, you may also be required to self-install the Leased Equipment. Upon request by Viasat, you will provide Viasat a primary contact for the Service location for troubleshooting and account maintenance purposes.

- 3.2 **Replace and Return.** Unless expressly set forth in the Product Addendums for your Service, Viasat has the right, in its sole discretion, to provide or replace the Leased Equipment with new or reconditioned Leased Equipment. Viasat also has the right to remove, or require the return of, any or all Leased Equipment (whether in working order or not) upon cancellation or disconnection of your Service for any reason. Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Service under this Agreement, Viasat will, at no additional charge to you, replace Leased Equipment that Viasat, in its sole discretion, determines to be defective ("**Defective Equipment**"). Defective Equipment replacement under this Section 3.2 expressly excludes charges for service calls and for damage to, or destruction or misuse of, the Leased Equipment by you or any third party, whether accidentally or otherwise. You shall notify us promptly of any defect in, damage to, destruction of, or accident involving your Leased Equipment by calling 1-855-313-4111. All maintenance and repair of Leased Equipment shall be performed by us or our designee(s). Viasat will charge you for any repairs that are necessitated by any damage to, or destruction or misuse of, the Leased Equipment and you shall be responsible for any associated shipping costs. If, at any time, Viasat determines that there is an issue with the functioning of your equipment, Viasat maintains the right to schedule a service call with you to service and/or replace the equipment. If you refuse the service call, Viasat reserves the right to suspend or terminate your service.
- 3.3 **Ownership by Viasat.** Title to, and ownership of the Leased Equipment shall at all times remain with Viasat. Our ownership of the Leased Equipment may be displayed by notice contained on it. We reserve the right to make filings with governmental authorities we determine necessary to evidence our ownership rights in the Leased Equipment, and you agree to execute any and all documents as we determine necessary for us to make such filings. You shall not pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, tamper with, or alter the Leased Equipment (or any notice of our ownership thereon) at any time. We will perform any reinstallation, return, or change in the location of the Leased Equipment at our service rates in effect at the time of such service.
- 3.4 **Responsibility for Care of Leased Equipment.** You are solely responsible for preventing the loss, damage, or destruction of Leased Equipment. Depending on the type of Service you have selected, you may be responsible for the installation of Leased Equipment.
- 3.5 **Return of Equipment.** Unless expressly set forth in the Product Addendums for your Service, if you cease to be a Viasat Customer for any reason (whether voluntarily or involuntarily), you must call Viasat at 1-855-313-4111 within seven days after the termination of your Service to arrange for the return of Leased Equipment. You acknowledge that you must return the Leased Equipment to Viasat in good working order, normal wear and tear excepted.
- 3.6 **Disclaimer.** VIASAT PROVIDES THE LEASED EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE LEASED EQUIPMENT. LEASED 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 IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE LEASED EQUIPMENT PROVIDED TO YOU.
- 3.7 **Customer Acknowledgement.** You acknowledge and agree that Viasat is not extending credit and that any fee we may charge does not constitute interest, a credit service fee, or a finance charge.
- 3.8 **Stolen Leased Equipment.** If your Leased Equipment is stolen or otherwise removed from the designated installation location without your authorization, you must notify Viasat 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 Leased Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.
- 3.9 **Permissions for Installation.**
- 3.9.1 **Authority to Permit Installation of Equipment on the Customer Location.** Unless otherwise set forth in the Product Addendums, you represent and warrant that the Service will be installed and used solely within the designated installation location and that there are no legal, contractual, or similar restrictions on the installation of the Viasat equipment or Leased Equipment, as applicable, (the "**Equipment**") within the designated installation location(s) that you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, business district or association rules, covenants, conditions, and restrictions, and lease obligations related to the designated installation location applicable to the Service (and the installation of the Service), to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service and the installation of the Equipment (collectively, "**Legal Requirements**"). Without limiting the foregoing, to the extent you are leasing the designated installation location, you should review your lease and you agree to secure any landlord approvals that are necessary or advisable and pay any associated fees prior to installation of the Equipment. We shall not be required to execute any agreements with any third party in connection with the installation. You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. If you approve a roof mount installation, you acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane).
- 3.9.2 **Access to Your Location and Network.** You acknowledge and agree that Viasat or its Designated Service Provider (as defined in the Product Addendum) must access the designated installation location and, in certain circumstances, your computer, network or other devices to install and maintain the Equipment, including the receiver (which may require roof access). This will include attaching the Equipment to your computer or other devices, and, if applicable, installing software on your network, computer or other network devices, and configuring your network, computer or other network devices to optimize the performance of the Service. You confirm that you have reviewed the installation plan and agreed to any associated charges. You are responsible for backing up the data on your computer or other devices and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. EXCEPT AS ARISES FROM THE GROSS NEGLIGENCE OF VIASAT OR ITS DESIGNATED SERVICE PROVIDERS, NEITHER VIASAT NOR ITS DESIGNATED 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 THE CUSTOMER LOCATION OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER, NETWORK OR OTHER DEVICES. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. If we determine in our sole discretion that there are unacceptable hazards associated with the installation, we may discontinue the installation at any point and terminate this Agreement without liability. In such a case, you will not incur any Termination Fees.
- 3.9.3 **Authorization for Installation.** You hereby authorize Viasat or its designated service provider to perform the installation of the Equipment at the designated installation location subject to the terms of this Section 3.9 and initiate the Service.
- 3.10 **Software License for Equipment.** The Equipment contains software and/or other intellectual property that are subject to license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

3.11 **Service Calls.** For the first 90 days after initial activation of your Service, Viasat will waive its standard service call charge if Viasat makes a service call unless such service call was necessitated as a result of damage to, or destruction or misuse of, the Equipment. After the first 90 days following initial activation of your Service, Viasat's standard service call charge shall apply to all service calls by Viasat in respect of the Equipment or the Service.

#### 4. **Users of the Service; Responsibility and Supervision.**

4.1 **Account Set-Up.** We may, in our discretion, provide one or more administrative portals or websites available to you in connection with your use of the Service and your usage of data ("**Account Access**") or, as applicable to the Service selected, so you can administer end users' access to the Service and review data usage reports. In connection with Account Access and discussions with us regarding your account, we may furnish you with one or more user identifications or passwords. You are responsible for it and its authorized users' confidentiality of such information. You are also responsible for verifying and maintaining the account, options, settings, and other parameters under which the Service are used. We may discontinue Account Access at any time in our discretion.

4.2 **Multiple Use of Account.** Only devices physically located in the designated installation location may receive the Service under a single account. For clarity, the designated installation location shall be limited to the single address where the Service is installed, and does not include adjacent apartments, residences, offices, or any type of space not physically associated with such address (nor suites or other locations at the single address if not associated with your business). Any use of the Service other than as specified in this Agreement is 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 and the imposition of the Termination Fees (defined in the Product Addendums, as applicable), without prejudice to any other rights and remedies available to us under this Agreement.

4.3 **Customer Responsibility.** It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a router or switch if you intend to access the Service on multiple devices) required to access the Service. You are responsible for all access to and use of the Service and Account Access 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 under this Agreement, including, without limitation access and use by your employees, agents, contractors, patrons or customers, and representatives. 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. You are responsible for supervision of usage of your account by minors. You hereby ratify and confirm and shall be responsible for any obligations incurred by a minor using your account.

#### 5. **Fees and Payment**

5.1 **Fees, Taxes and Other Charges.** You will timely pay all fees due and owing to Viasat, including without limitation, the activation fee, monthly service fee, fees for repair or replacement of damaged Equipment, and any additional fees set forth in the Product Addendum (collectively, the "**Service Fees**") for the Service. Service Fees must be paid electronically using a credit card, debit card, electronic funds transfer, or any other electronic payment option offered by Viasat, unless otherwise set forth in 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 others at the designated installation location.

5.1.1 **Commencement and Duration of Fees.** Unless otherwise set forth in the Product Addendum, you will pay the monthly fee for the Service each month in advance, for so long as you are a Customer to the Service, beginning with the date we activate the Service, and we may bill other one-time Service Fees in advance or arrears. In addition, we may bill you for some aspects of the Service individually after they have been provided to you; these include charges to buy more data for your Service. 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). You may cancel your account at any time, subject to payment of the Termination Fee, if applicable (and defined in the Product Addendum). The monthly fee and the Monthly Equipment Lease Fee (and any other monthly recurring fee, if any) shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with this Agreement. You acknowledge that Viasat has the right, but not the obligation, to offset any amounts owed to you by Viasat from any amounts you owe to Viasat.

5.1.2 **Billing and Charges.** 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 that are an integral part of this Agreement are contained in your Order Confirmation. Viasat reserves the right to correct and charge under-billed or unbilled amounts for a period of 180 days, or the maximum period permitted under applicable law, after (i) any incorrect statement was issued or (ii) a statement should have been issued. Payment of the outstanding balance is due in full within 15 days of the date of invoice, except if stated otherwise by Viasat in writing or for the CAF-II plans, which require payment in full within 30 days of the date of invoice.

5.1.3 **Administrative Fees.** Subject to applicable law, if we do not receive your electronic payment by its due date or your payment is returned, we may charge you administrative late or nonpayment fees. Such charges could apply monthly until all delinquent amounts are paid in full. If your bank or other financial institution fails to honor the electronic funds transfer out of your bank account ("**EFT Payment**") or credit card or debit card payment ("**Card Payment**"), we may charge you a collection fee. 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.

5.2 **Payment Authorization.** Viasat will initiate a Card Payment or EFT Payment, as applicable, for payment of all fees incurred in connection with the Service, including any fees owed post termination of Service, and any other amounts payable under this Agreement unless applicable law requires us to accept another method of payment or Viasat has otherwise agreed in writing to accept another method of payment from you. You agree that Viasat will bill your monthly fees and one time charges in advance and will bill other fees in arrears such as fees to buy more data, and will automatically collect these fees through either a Card Payment or EFT Payment (unless applicable law requires another method of payment or as otherwise agreed to by Viasat in writing). By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by Viasat. You agree that Viasat will bill the charges described above to the payment method provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update us with any changes to your account information, such as changes in your billing address, credit card number, credit card expiration date, bank account number, or contact email address. You may make changes to such information by calling Viasat at (855) 313-4111. If you fail to provide us with any of the foregoing information, Viasat will continue charging you for any Service provided under your account in the same manner it had previously charged. 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, we may immediately suspend your account and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before we issue your next statement, we may terminate your account and you will owe us any applicable termination fees as set forth in your Product Addendums. In addition, if you are receiving

Service at multiple locations, we may suspend or terminate any other account you have with us due to late payment or non-payment for your Service at any location. Your card issuer agreement governs use of your credit or debit card in connection with the 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. 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.

- 5.3 **Disputes and Partial Payments.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should promptly contact us at 855-313-4111. 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 you make a partial payment, we will apply it to amounts owed by you starting with the oldest outstanding amount. 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, you agree to pay the reasonable costs of collection, including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.
- 5.4 **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, 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 an amount equal to 12 times the monthly service fee, or the maximum permitted under applicable law, whichever is lesser. Any amounts you deposit 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, we will deduct the unpaid amount each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.
- 5.5 **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.

## **6. Modifications, Rights of Cancellation or Suspension.**

- 6.1 **Modification of this Agreement.** We may modify this Agreement, which includes the incorporated policies, prospectively (and not retroactively), including, without limitation, our pricing and billing terms ("**Amendments**") by posting such Amendments within a Viasat website. Each Amendment is effective upon posting. We may, but are not required to, also notify you by e-mail or other electronic notice of the posting of an Amendment. If you do not agree to an Amendment, then you must terminate this Agreement in accordance with Section 6.3 below and stop using the Service within 30 days after the effective date of such Amendment. Your continued use of the Service after this 30-day period constitutes your acceptance of such Amendment. You acknowledge and agree that termination of the Service by you shall be your sole and exclusive remedy for any Amendment.
- 6.2 **Modification of the Service.** Because of the nature of the ongoing provision 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. We reserve the sole right to manage and configure the Service signals, frequencies, and channels broadcast by the Equipment. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice within the Viasat Website, or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service within 30 days of the effective date of the changes. Your use of the Service after 30 days from the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our policies, including the Acceptable Use Policy and any Product Addendum, including, without limitation, actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Viasat or its Customers, (e) withdraw, change, suspend, or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption.
- 6.3 **Termination by Customer.** Depending on your Product Addendums, to terminate this Agreement without cause, either party may be required to provide 30 days' written notice to the other Party. In such cases, you may terminate this Agreement in whole, but not in part, upon 15 days' prior written notice if Viasat materially breaches any term of this Agreement and such breach is not capable of being cured or, in the case of a breach capable of being cured, if the other party fails to cure such breach within the 30 day period after receiving written notice detailing the breach. Subject to your payment of the monthly fees for the full billing cycle in which termination occurred and any termination fees, if applicable (and all other due and past due amounts, if any), you may immediately terminate this Agreement at any time by giving us written or telephone notice. Viasat will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. In limited circumstances, Viasat may permit you to temporarily suspend Service. Please allow 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 of the web or email services provided to you as part of the Service. In addition, if you have Leased Equipment, upon termination you will be responsible for the return of the Leased Equipment to Viasat as set forth in this Agreement. For a fee, Viasat will assist you with the return of the Leased Equipment.
- 6.4 **Termination or Suspension by Viasat.** Subject to compliance with relevant state and federal laws, we reserve the right in our sole discretion, either for convenience or with cause, to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. Unless otherwise stated in your Product Addendums, if we terminate this Agreement for convenience, we will provide you with 30 days' notice. If we terminate or suspend your Service because you have, or a user of your account has, breached this Agreement or violated a law, then notwithstanding the termination or suspension 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 or suspension. In these instances, you are responsible for the full monthly fees 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 or suspended.

## **7. Permitted Use and Restrictions on Use.**

- 7.1 **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 device(s) on which you are the primary user or which you are authorized to use. Depending on your Service plan, Viasat may grant you a limited, non-exclusive, non-assignable, non-transferable, revocable license for the duration of the Term to access and use Viasat’s proprietary wireless management software solely for you to manage End Users’ use of the Service. Our Privacy Policy, which applies to the Service, provides important information about the Software applications we utilize. Please read the terms of the Privacy Policy very carefully, as they contain important disclosures about the use and security of data transmitted to and from your devices through the Service. Unauthorized copying of all or any portion of the Software, including, without limitation, portions or items that have been merged 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. You agree that you shall not copy, distribute, decompile, or duplicate, or permit anyone else to copy, distribute, decompile, 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. The license granted under this Section 7.1 terminates upon termination of the Agreement or termination of the Service.
- 7.2 **Restrictions on Use of the Service.** You agree to comply with Viasat’s Acceptable Use Policy and Data Allowance Policy, which are incorporated into and made a part of this Agreement. You also acknowledge and agree that the Service is subject to Viasat’s Network Management Policy. Viasat reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity under such policies, which are available at [www.Viasat.com/legal](http://www.Viasat.com/legal). 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.
- 7.3 **Prohibition on Resale.** You agree not to use the Service for operation as a Service provider, or to run programs, equipment, or servers from the designated installation location that provide network content or any other similar services to anyone outside of such location.
- 7.4 **No Unauthorized Use of Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, Software, or Service or permitting any other person who is not authorized by Viasat to do the same.
- 7.5 **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.
- 7.6 **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 the Service until such time as your computer or device 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 Service 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 Service, identify violations of this Agreement, or protect the Viasat network, the Service, and other users of the Service. 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).

## 8. **Warranties and Limitation of Liability.**

- 8.1 **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES ARE AT YOUR AND YOUR GUESTS, PATRONS, EMPLOYEES AND OTHER END USERS 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, OR LATENCY PERFORMANCE. THE SERVICE IS 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, OR NON-INFRINGEMENT. VIASAT AND VIASAT’S PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE, OR UNINTERRUPTED, OR WILL 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 YOU 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. 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.
- 8.2 **LIMITATION OF LIABILITY.** NEITHER VIASAT NOR ANY OF VIASAT’S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR 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 OR THE WARRANTIES SET FORTH IN SECTION 8.1 AND ELSEWHERE IN THIS AGREEMENT 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 THAT SUCH ERROR, DEFECT, OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR VIASAT TO ENTER INTO THIS AGREEMENT AND THAT VIASAT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY SET FORTH HEREIN
- 8.3 **Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Viasat, Viasat’s Partners, or you were advised or aware of the possibility or likelihood of such damages or liability.

8.4 **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. The Service is not fail safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to a severe injury to persons, property, or the environment. You expressly assume, and shall indemnify, defend, and hold us harmless from, all risks and liabilities associated with your use of the Service in situations requiring fail-safe performance. Without limiting the foregoing, we are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure, satellite failure, ground station failure, or any other cause beyond our reasonable control. 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 ALL SUCH CASES.

8.5 **Indemnity.** You agree to indemnify, defend, and hold us and Viasat Partners 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 (collectively, "Losses"), arising out of, related to, or incurred in connection with any claim brought by a guest, employee or end user or any claim brought by your employees or agents for compensation or damages arising out of this Agreement or the expiration or termination of this Agreement. In addition, you shall indemnify, defend, and hold us and Viasat Partners against all Losses arising out of, related to or are incurred in connection with third party claims resulting from (i) any breach of your representations, warranties, covenants, agreements and other obligations under this Agreement, (ii) any act or omission committed or alleged to have been committed by you or any employee, agent, subcontractor, or other representative of yours, or (iii) any contract, debt or obligation made by you. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation of this Agreement 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.

8.6 **Third-Party Beneficiaries.** The provisions of this Section 8 are for the benefit of us and Viasat's Partners, and each shall have the right to assert and enforce such provisions directly on its own behalf against you. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties and no other party shall be deemed a third-party beneficiary under this Agreement.

## 9. **General.**

9.1 **Call Monitoring, Recording, Contact Information, and Other Communications.** For quality assurance, Viasat records and/or monitors telephone calls and online chat sessions between you and Viasat agents, employees, and/or its affiliates regarding the Service. 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. You agree that by entering into this Agreement and providing Viasat with your 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 calling 1-855-313-4111.

9.2 **Confidential Information.** You may receive confidential information about Viasat and its business, including the terms and conditions of this Agreement, the Service, sales methods, strategies and plans, End-User information, costs and other non-public information ("Confidential Information"). You agree not to directly or indirectly disclose, divulge, reveal, report, publish, transfer or use any Confidential Information except to the extent necessary to carry out its obligations under this Agreement. You shall maintain all Confidential Information in accordance with all applicable laws and shall be responsible for the security of such information in its possession. You agree that all Confidential Information will be and remain the property of Viasat.

9.3 **Applicable Law.** This Agreement is made in the State of Colorado. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Colorado, excluding conflicts of law provisions. For clarity, the Federal Arbitration Act shall govern the interpretation and enforcement of Section 9.4.

### 9.4 **Dispute Resolution.**

**PLEASE READ THIS SECTION 9.4 CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH VIASAT AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 9.4 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 9.4(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 9.4(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 9.4(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 9.4(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.

9.5 **Export Laws.** Without limiting your obligations under Section 7.5, you acknowledge that the hardware, software, technical data or technology, and/or services (for purposes of this Section 9.5 only, collectively, the “**Products**”) supplied by Viasat, directly or indirectly, under this Agreement are subject to U.S. export laws and regulations and the laws of non-U.S. governments that may apply to the import, export, use, transfer, or distribution of the Products. The applicable U.S. regulations are determined by the export control level of the Products and may include, without limitation, the Export Administration Regulations, Foreign Assets Control Regulations, and the International Traffic in Arms Regulations. You shall comply with these laws. Viasat shall have no obligation to deliver any Products in violation of U.S. export laws. You will not, without prior U.S. governmental authority authorization, export, re-export, or transfer (for purposes of this Section 9.5, collectively “**Export**”) any Products, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction, or to any resident or national of these countries (a current list includes Cuba, Iran, North Korea, Sudan, and Syria), or to any person or entity listed on any U.S. government restricted party list. In addition, no Products may be exported, re-exported, or transferred to any end-user engaged in prohibited activities, or for any end-use, directly or indirectly related to the design, development, production, or use of weapons of mass destruction including nuclear, chemical, or biological weapons, and/or the missile technology to deliver them.

9.6 **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 or the Viasat website. 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.

9.7 **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 the 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.

9.8 **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 Agreement 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 that by their nature should continue shall survive any termination of this Agreement. The Parties are independent contractors and nothing in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. Neither Party shall have the authority to act or create any binding obligation on behalf of the other Party.

9.9 **Assignment of Account.** This Agreement is not assignable by you. Unauthorized assignment of this Agreement shall be void. This Agreement shall be binding upon and shall inure to the benefits of the Parties’ successors and authorized assigns. You may not assign or transfer your Service without our written consent. We may sell, assign, pledge, or transfer this Agreement, your account, your Service, 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.

9.10 **Entire Agreement.** This Agreement (including all documents and writings identified in this Agreement as being 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.

By signing below, Customer accepts this Agreement.

**You acknowledge that you have received, read, understand, and agree to be bound by all of the terms and conditions set forth in this Agreement, including the Order Confirmation(s), Product Addendum(s) and following policies, which can be found at [www.Viasat.com/legal](http://www.Viasat.com/legal): (1) Data Allowance Policy-Business, (2) Acceptable Use Policy, (3) Subscriber Privacy Policy, and (4) Network Management Policy.**

**If you did not receive Sections 1 through 9 of the Terms and Conditions of this Agreement, DO NOT SIGN THIS AGREEMENT.**

**CUSTOMER**

**VIASAT, INC.**

Legal Business Name \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: /s/ Jason Sophinos

Name: \_\_\_\_\_

Name: Jason Sophinos

Title: \_\_\_\_\_

Title: Vice President, Global Fixed Broadband

Customer State of Formation: \_\_\_\_\_

Service Location(s): \_\_\_\_\_



**Business Internet Product Addendum**

- A. **Monthly Fee.** You will pay the monthly fee applicable to your Service plan (the “**Monthly Fee**”) for the Service.
- B. **Minimum Service Term.** You are subject to the Minimum Service Term and any applicable Termination Fees as detailed in Section 2.3 of the Agreement.
- C. **Leased Equipment and Installation.** You must lease and install the Leased Equipment provided by us to receive the Service. The fee for the Leased Equipment (the “**Monthly Equipment Lease Fee**”) is set forth in your Order Confirmation, and, for some plans, may be included in the Monthly Fee. Applicable taxes, surcharges, and fees will apply to the Monthly Equipment Lease Fee. You agree to use only a Viasat authorized installer (a “**Designated Service Provider**”) to install the Leased Equipment at your location (“**Location**”). You will provide us with such Location information (e.g., address, telephone number) that we may request of each Customer Location subject to this Agreement. We will charge our installation fee, at the then prevailing rates for your selected Service plan. We will communicate to you the amount of the installation fee prior to installation, typically via the Order Confirmation. You agree to pay the installation fee on or prior to the date of installation.
- D. **Data Usage Limits for Service Plans.** We detail the data usage limits and how we calculate data usage in our Viasat Data Allowance Policy – Business Plans (the “**Data Allowance Policy**”). The Data Allowance Policy is part of this Agreement. For most plans, after you use your plan’s monthly High-Speed Data allowance, we may reduce your priority during times of congestion, which may result in slower speeds, until the end of your monthly measurement period. For the Business Connection 25 plan, after your monthly High-Speed Data allowance, Viasat will significantly slow and/or restrict your service, or certain uses of your service, until the end of your monthly measurement period. The data usage threshold for your Service plan is available on your Order Confirmation. Please note that not all Service plans are available in all areas.
- E. **Return of Leased Equipment.** Viasat will send you a prepaid shipping package or provide alternate instructions for you to return the Leased Equipment to Viasat. If Viasat does not receive the modem and transceiver within 30 days after the termination of your Service or if you return the Leased Equipment in a non-functioning or damaged state, you agree to pay Viasat the following fee(s), as applicable to you depending on your Service plan (“**Unreturned Equipment Fee**”):

Equipment Type	Fee for each unreturned or damaged modem	Fee for each unreturned or damaged transceiver
Exede Wi-Fi Modem or Exede branded modem, and its associated transceiver	\$150.00	\$150.00
Viasat Wi-Fi Gateway modem and its associated transceiver	\$50.00	\$250.00

Additionally, you agree that Viasat may collect and charge the Unreturned Equipment Fee using the payment method on file with Viasat (Card Payment or EFT Payment) and you hereby irrevocably authorize Viasat to make such charges. Viasat is not obligated to de-install the Leased Equipment but may do so for a fee.

- F. **Customer Representations and Warranties.** You represent and warrant that (i) to the extent Customer is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of formation set forth on the signature block of your Agreement, and (ii) the execution of this Agreement by the individual whose signature is set forth on the signature block of your Agreement, and the delivery of the Agreement and Product Addendums by Customer, have been duly authorized by all necessary corporate action on the part of Customer. You represent and warrant that you are not contractually prohibited from entering into this Agreement and it is not a party to any exclusive agreement with another service provider to provide similar services. Further, you represent and warrant that there are no legal, contractual, or similar restrictions prohibiting the installation of Leased Equipment and that you are authorized to make decisions concerning the placement of Leased Equipment and supporting connections, and to permit the operation of the Leased Equipment at each designated installation location. If you are signing this Agreement on behalf of yourself and not a separate legal entity, you represent and warrant that you are at least 18 years old (or at least the age of majority where applicable state law is greater than 18).
- G. **Installation Requirements.** Subject to certain exceptions, the Service is available at locations with an unobstructed view of the southern sky. Your Service plan sets forth certain “up to” upload and download speeds. The upload and download speeds you will experience using your Service will vary significantly depending on a number of factors, including network or Internet traffic and congestion, the configuration of the device accessing the Internet, the speed of the websites you are visiting, the number of concurrent users and whether you are accessing the Service using Wi-Fi. Viasat does not guarantee stated “up to” speeds or uninterrupted use of the Service. In a variety of circumstances, actual upload and download speeds will be lower than stated “up to” speeds, particularly during peak congestion periods. You should also be aware that the performance of some games using the Service is very poor and some games may not work at all. Virtual private networks and remote computer access may also be very slow with the Service. Some virtual private networks may not work at all.
- H. **Use of the Service.** Additionally, if you subscribe to a Viasat Business Unlimited Data plan, you are prohibited from allowing anyone who is not your agent or employee to use the Service (e.g., via Wi-Fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis.
- I. **Weather Conditions.** Weather conditions at your Location or at the assigned gateway used to support Service at your Location may interrupt your Service. Weather conditions at your assigned gateway may be different than the weather at your Location.
- J. **Change in Terms.** In the unlikely event a change results in an increase in the aggregate amount of your monthly fees or a reduction of your permitted data limit (for metered Service plans) during your Minimum Service Term, you may terminate your Service, without incurring the Termination Fee, by calling us within 30 days after the Amendment, unless at the time you call we waive such increase (or we eliminate the data reduction) for you, in which case if you still choose to terminate the Service, you will be liable for the Termination Fee. Other than payment increases or data cap reduction Amendments, termination for any other Amendments shall require payment of any applicable Termination Fee if you are within your Minimum Service Term.
- K. **Office Hours.** Office Hours is a service for use with web browsing, bulk transfers, real-time communications, network storage, social networking (excluding embedded streaming videos), VPN, and email. Not all internet traffic sources are identifiable and available to benefit from Office Hours.

Office Hours does not include video streaming, real-time entertainment, peer-to-peer networking, gaming, and any other categories of internet content not specifically stated above. Office Hours is available 8:00 am to 5:00 pm local time, daily. Available time may vary by location. For additional details, visit <https://vsat.co/officehoursfaq>. Office Hours is only available on select service plans and is not available on CAF-II Service plans. Office Hours users who use more than 2 TB in a month, which represents the top percentage of users during the hours of 8 am to 5 pm local time, may be contacted and asked to reduce usage of Office Hours. If your usage pattern exceeds the prior referenced amount for two months in a six-month period, Viasat may terminate or suspend your use of Office Hours.

- L. **Static IP.** If made available to you by Viasat, your Service plan may include the option to add a static IP address for an additional monthly fee. The static IP address is normally available for use at the time you elect to add it. You may notify Viasat at any time to remove the static IP address; however, such change will not be effective until your next billing cycle date. The static IP address option is not available on CAF-II service plans.

## Business Voice Product Addendum

This Product Addendum for Business Voice contains the terms and conditions applicable to your Voice account, as supplemented by the terms of the Agreement to the extent not addressed by this Product Addendum. You may only receive Voice if you are also receiving a Business Internet Service plan unless you are in a location eligible for the CAF-II Voice-Only Connection Plan.

1. **Voice Service.** Voice includes unlimited calling within the 50 United States, the District of Columbia, Canada, and Mexico. You may not place calls outside of the 50 United States, the District of Columbia, Canada, and Mexico.
2. **Service Term.** This Addendum will take effect on the date your Voice account is activated by Viasat and will continue until terminated by you or Viasat in accordance with your Agreement. You are subject to the Minimum Service Term and any applicable Termination Fees as detailed in Section 2.3 of the Agreement. If you are receiving Voice Services through the CAF-II program and experience a material, ongoing degradation in service quality or service interruption of a significant length of time such that you are not able to use the service at all or make reasonable use of the service, you may, in Viasat's sole determination, terminate your Voice Service without incurring a termination fee.
3. **Fees.** You agree to pay any applicable monthly Service fee, one-time activation fee, installation fee and/or any applicable taxes or surcharges applicable to your Voice account as set forth in your Order Confirmation.
4. **Voice Equipment.** As part of your Voice account, Viasat may provide to you certain Leased Equipment specific to Voice (the "Voice Equipment"), including, but not limited to, one IP phone. Depending on the Business Internet Service plan you've selected, and the Voice Equipment provided to you, you may need to self-install the Voice Equipment.
5. **Fees and Payment.** Viasat will bill Voice under the same terms and conditions as the billing terms and conditions pertaining to the Internet Service. Charges for Voice will show on your Internet Service invoice as a separate line item. Viasat does not provide paper invoices or statements, unless stated otherwise in this Agreement. Viasat retains the right to collect an administrative cost recovery fee as allowed by law to help cover any costs to comply with federal, state and local regulatory requirements.
6. **911 Service.**

**WHILE VOICE MAY BE USED FOR EMERGENCY CALLS IN THE ENHANCED 911 SYSTEM ("911"), IT HAS LIMITATIONS AND RISKS. BY PURCHASING VOICE, YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING LIMITATIONS AND RISKS ON THE 911 SERVICE, INCLUDING, WITHOUT LIMITATION, FOR OTHER PERSONS WHO MAY PLACE 911 CALLS OVER YOUR VOICE SERVICE. YOU ARE RESPONSIBLE FOR INFORMING ANYONE ELSE USING THIS SERVICE OF THESE LIMITATIONS AND RISKS. IF YOU HAVE ANY QUESTIONS ABOUT 911 CALLS ON VOICE, CALL VIASAT AT 1-855-313-4111.**

**VOICE MAY BE INTERRUPTED OR BE OTHERWISE UNAVAILABLE (RESULTING IN THE INABILITY TO CONNECT 911 CALLS) FOR ANY ONE OR MORE OF THE FOLLOWING REASONS, OR OTHER EVENTS BEYOND VIASAT'S CONTROL:**

- A. **Service Availability.** Because Voice is provided through voice over Internet protocol technology, 911 service available through Voice may be limited in comparison to 911 service that is available through traditional landline telephone carriers. Loss of service availability for Voice can be caused by a number of reasons, including, without limitation, network failures caused by weather events, network or equipment upgrades, network congestion, or other technical problems.
  - B. **Relocation of your Voice Equipment outside of your current Service Address requires Viasat's consent.** In order for your 911 calls to be properly directed to emergency services, Viasat must have the address where the Voice Equipment is located, which is listed at the end of the Agreement (your "Service Address"). The Service Address is the address to which emergency services are directed. If you relocate the Voice Equipment from the Service Address without Viasat's approval, 911 calls may be directed to the wrong emergency authority, may transmit an address different from where the emergency is happening, and/or Voice (including, without limitation, 911 calling) may fail altogether. You must call Viasat at 1-855-313-4111 (through Voice or another phone service) and receive Viasat's consent before you relocate your Voice Equipment. Viasat will need several business days to update your Service Address in the 911 system so that your 911 calls can be properly directed. If there are delays in making your Service Address available in and through the automatic location information database used for all 911 calling, this will delay the availability of 911 calling.
  - C. **Loss of electric power.** If there is an electrical power outage in your home, 911 calling may be interrupted.
  - D. **Suspension of Internet Service.** Viasat will continue to support 911 service in the event that your Internet Service is temporarily suspended (e.g. a short-term payment delinquency on an account); however, the disconnection of your Internet Service by Viasat will result in the termination of all aspects of Voice, including, without limitation, 911 service.
7. **Additional Terms.** You agree to the following additional terms and conditions while using Voice:
- A. Subject to the limitations in Section 7.B. below, Viasat will transfer ("port") your existing wireline or wireless telephone number for use with Voice. It will take approximately 5-10 business days after you order Voice to port your existing telephone number. Cancellations or changes to a port request within 72 hours of a scheduled port may result in additional fees. Viasat will port your telephone number from Voice to another carrier at the request of that carrier, upon termination of your Voice account. If no such request is made, Viasat may transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you. Further, in the event your Voice service is disconnected by Viasat for non-compliance with the terms of this Business Voice Product Addendum or the Agreement, Viasat may, unless you promptly authorize another carrier to request that your number be ported, transfer your number back to the underlying telephone number provider, in which case your number may no longer be available to you.
  - B. Your existing telephone number may not be available for porting to the telephone rate center associated with your Service Address. In such instances, Viasat will provide you with a new telephone number. New telephone numbers utilized for Voice are assigned in accordance with applicable federal and state numbering rules. A new telephone number provided to you may not be a local telephone number for the rate

center associated with your Service Address. If this happens, certain calls to you from within your telephone rate center may be long distance calls for the caller.

- C. Viasat may place a fraud warning on your account after you incur 3,000 minutes in any billing period. Viasat reserves the right to audit your Voice account if it suspects fraud and may temporarily limit Voice calls to 3,000 minutes in the billing period you exceeded 3,000 minutes while Viasat audits your account.
- D. Voice does not allow you to place calls to 1-900 numbers.
- E. If Viasat sends you the Voice Equipment to install, you are solely responsible for installation of the Voice Equipment and activation of your Voice phone number.
- F. Voice does not support fax equipment, security systems, and other analog data services and devices through the Voice Service.
- G. You are not allowed to move your Voice Equipment to any other location or use your Voice Equipment with any other internet service provider (ISP) service without Viasat's prior written approval (see 911 Service, Section 6.B. above).

#### **8. Limited Warranty.**

- A. Viasat warrants that your Voice Equipment is new, or equivalent to new in accordance with industry-standard practices, and is free from defects in material and workmanship for a period equal to your Voice service term or 365 days from the date you receive your Voice Equipment, whichever is less (the "Limited Warranty Period"). This limited warranty does not cover damage or affected operation of covered equipment resulting from external causes, including, without limitation, accidents, acts of God, abuse, vandalism, misuse, problems with electrical power, servicing not authorized by Viasat, unauthorized disassembly or opening of components, usage not in accordance with product instructions, and problems caused by use of parts or components not supplied by Viasat. This limited warranty also does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to your Voice Equipment after installation; accessories or parts that are not installed at the factory; or any damage to the Voice Equipment caused by your misuse, neglect or abuse of the Voice Equipment or failure to follow Viasat's reasonable instructions.
- B. Viasat will replace your Voice Equipment if Viasat determines, in its sole discretion, that such equipment is defective within the scope of the limited warranty. To receive limited warranty service, you must contact Viasat's Customer Care department, toll-free, at 1-855-313-4111, within the Limited Warranty Period. If Viasat determines, in its sole discretion, that service is required pursuant to the limited warranty, Viasat will ship new or reconditioned replacement Voice Equipment to your address in the contiguous US, freight prepaid. Viasat may also enclose pre-paid shipping materials which must be used to ship the defective Voice Equipment back to Viasat's designated address; or Viasat may provide alternate return instructions. If Viasat requests the return of the defective Voice Equipment and provides return shipping materials or alternate return instructions, and (i) you do not return the Voice Equipment, or (ii) the returned Voice Equipment is not received in good condition (other than the defect itself or damage occurring during shipment), you will be responsible for paying the full list price of the Voice Equipment that was sent as a replacement. Viasat may charge you for any repairs or replacement costs to out of warranty Voice Equipment, including, without limitation, related shipping and handling charges.
- C. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. VIASAT'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN THE VOICE EQUIPMENT IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES APPLICABLE TO THE VOICE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION AND EFFECT TO THE LIMITED WARRANTY SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

#### **9. Service Limitations; Exclusion of Incidental and Consequential Damages.**

**YOU ACKNOWLEDGE AND AGREE THAT VOICE SERVICE MAY EXPERIENCE SIGNIFICANT DOWNTIME, HIGH LATENCY, OR REDUCED SPEEDS DURING YOUR USE OF VOICE. VIASAT AND VIASAT'S PARTNERS SHALL NOT HAVE ANY LIABILITY BEYOND THE REMEDIES SET FORTH IN THE LIMITED WARRANTY ABOVE, NOR ANY LIABILITY WHATSOEVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THE VOICE EQUIPMENT NOT BEING AVAILABLE FOR USE OR FOR THE INABILITY TO PLACE CALLS, OR FOR LOST OR INTERRUPTED CALLS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.**

#### **10. 911 Limitation of Liability/Indemnity.**

**VIASAT AND VIASAT'S PARTNERS SHALL HAVE NO LIABILITY TO YOU, OTHER USERS OF YOUR ACCOUNT OR ANY THIRD PARTY, AND YOU WAIVE ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO THE INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS VIASAT AND EACH OF VIASAT'S PARTNERS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/ OR COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT) BY OR ON BEHALF OF YOU OR ANY USER OR THIRD PARTY ARISING OUT OF OR RELATED TO THE FAILURE OF 911 TO FUNCTION PROPERLY OR AT ALL, VIASAT'S PROVISION OF 911 SERVICES OR VIASAT'S FAILURE TO PROVIDE ACCESS TO 911 SERVICES.**

## CAF-II Product Addendum

**This Connect America Fund Phase II Auction (“CAF-II”) Product Addendum (the “Addendum”) only applies to customers who are receiving Voice and/or Internet Service under Viasat’s CAF-II grant. Viasat’s CAF-II grant is only available in certain census blocks in certain states, and it is only available through Viasat’s subsidiary, Viasat Carrier Services, Inc. For CAF-II Service, all terms and conditions of the Agreement apply, except as otherwise noted herein, as well as these supplemental terms:**

1. **Connect America Fund Program.** The Connect America Fund Program is an FCC program designed to expand access to voice and broadband services for areas where they are unavailable. The FCC provides funding to service providers to subsidize the cost of building new network infrastructure or performing network upgrades to provide voice and broadband service in areas where it is lacking.
2. **Location Eligibility Requirements.** Only customers located in the states and census blocks where Viasat was awarded CAF-II funding are eligible to receive a CAF-II internet or Voice service plan. Customers may review a map of the areas where Viasat was awarded CAF-II funding here: [fcc.gov/reports-research/maps/caf2-auction903-results](https://fcc.gov/reports-research/maps/caf2-auction903-results).
3. **Service Details.**
  - (i) **Internet Service.** If you receive Viasat’s CAF-II Internet Service, the provisions of the Business Internet Product Addendum apply to your use of the Internet Services in addition to the provisions of this CAF-II Product Addendum. CAF-II Internet Service is also subject to data usage limits which are described in Viasat’s Data Allowance Policy. The 30-day data usage limit for the CAF-II Service plan is 660 GB, which is subject to change based upon the FCC’s annual Urban Rate Survey results. Please review Viasat’s Data Allowance Policy (business) available at <https://www.viasat.com/legal/> for further details.
  - (ii) **Voice Service.** If you receive Viasat Voice service with your CAF-II Internet Service or Viasat’s Voice-only Service, the provisions of the Business Voice Product Addendum apply to your use of the Voice or Voice-only Services in addition to the provisions of this CAF-II Product Addendum.
4. **Minimum Service Term Commitment.** Your CAF-II Internet and Voice-Only Service plans each have a 12-month Minimum Service Term. If you purchased Voice in addition to your CAF-II Internet Service plan, then your Voice Service comes with a month-to-month service term.
5. **Billing and Payment.** Pursuant to Section 5.1.2 of the Agreement, 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. Additionally, pursuant to Section 5.2 of the Agreement, Viasat will initiate a Card Payment or EFT Payment, as applicable, for payment of all fees incurred in connection with the Service, including any fees owed post termination of Service, and any other amounts payable under this Agreement unless applicable law requires us to accept another method of payment or Viasat has otherwise agreed in writing to accept another method of payment from you. If you reside in Pennsylvania, you may request a paper statement be mailed to you or you may request to pay by paper check in lieu of electronic payment. To request either option, please mail a written request, including your name and account number, to Viasat, Inc. C/O CAF Program, 349 Inverness Drive South, Englewood, CO 80112. If you are having difficulties paying your bill, please contact us at 855-463-9333 to discuss your options. If you reside in Maine or Pennsylvania, you may be entitled to additional rights, which you may contact us to discuss.
6. **Termination Fees.** If you cancel your CAF-II Service or your Voice-Only Service before completion of the Minimum Service Term, you will be required to pay the Termination Fee detailed in Section 2.3 on page 1 of this Agreement. If you reside in Maine, you may cancel your service, with no fees or penalties, within three business days of receiving your order confirmation email. If you are receiving CAF-II Internet Service and experience a material, ongoing degradation in service quality or service interruption of a significant length of time such that you are not able to use the service at all or make reasonable use of the service, you may, in Viasat’s sole determination, terminate your CAF-II Internet Service without incurring an Early Termination Fee.
7. **Monthly Equipment Lease Fee.** As a CAF-II program customer, you will be leasing Equipment from Viasat and will be subject to all of the terms and conditions set forth in this Agreement.
8. **Medical Emergencies.** If you encounter a medical emergency that makes you unable to pay your bill for a period of time, or that requires your account remain active, even if it has already been suspended or disconnected, Viasat may have payment or reconnection options available for you. You must contact Viasat immediately upon learning of such emergency to determine what options are available in your situation. If you reside in Maine or Pennsylvania, please contact us regarding the specific procedures to follow for relief.
9. **Disputes.** You have the option to file a formal complaint regarding your concerns with the local public utilities commission. You may contact the commission for your state via the options listed here:  
[https://www.viasat.com/content/dam/us-site/residential/documents/2021-09-10\\_State\\_Public\\_Utility\\_Contact\\_Information\\_for\\_Connect\\_America\\_Fund\\_Customers.pdf](https://www.viasat.com/content/dam/us-site/residential/documents/2021-09-10_State_Public_Utility_Contact_Information_for_Connect_America_Fund_Customers.pdf)
10. **Conflict.** If there is a conflict between the terms of the Customer Agreement and this Addendum, the terms of this Addendum shall control.