

VIASAT SHIELD APPLICATION  
END USER TERMS AND CONDITIONS AGREEMENT

This End User Terms and Conditions Agreement (“**Agreement**”) is an agreement between you and Viasat, Inc. (“**Viasat**”). This Agreement is incorporated into the Customer Agreement (Residential) that governs your use of the Viasat Internet service provided to you by Viasat (the “**Customer Agreement**”) available at <https://www.exede.com/legal/>. This Agreement, as well as the Customer Agreement, govern your use of the Viasat Shield application, which helps protect you from online risks and unsafe web resources (the “**Application**”), and any and all related services, documents, updates and upgrades that replace, supplement, or are used with, the Application that are not distributed with a separate agreement (collectively, the “**Service**”). If any of the terms of this Agreement conflict with the terms of the Customer Agreement, the terms of this Agreement shall control. The Application, and your use of the Service, is licensed to you, not sold.

BY INSTALLING THE APPLICATION OR USING THE SERVICE, YOU (A) ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT; AND (C) AGREE TO THE TERMS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THEM AND CONSENT TO OUR DATA PRACTICES AS SET FORTH IN THE **VIASAT APPLICATION PRIVACY NOTICE** available at <https://www.exede.com/legal/>. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE’S PRIVACY NOTICE, THEN YOU MAY NOT INSTALL OR USE THE APPLICATION.

This Agreement is enforceable against any person or entity that uses the Service or any person or entity that uses the Service on another person’s or entity’s behalf. The terms of this Agreement may be changed at the sole discretion of Viasat, upon the posting of a new Agreement within the Application or at <https://www.exede.com/legal/>, which will apply upon such posting to any continued use of the Service; provided however, that material changes only apply prospectively to your continued use and the terms in effect during prior use will continue to govern such prior use.

## 1. Terms of Use

- a. **Reliability and Accuracy of the Service.** Viasat works to provide accurate and up-to-date information about unsafe web resources. However, Viasat cannot guarantee that its information is comprehensive and error-free: some risky sites may not be identified, and some safe sites may be identified in error.
  
- b. **Consent to Use Data.** A condition of this Agreement is your consent to our Service data practices set forth in the Service’s Privacy Notice, which describes

how the Service collects and how we process, use, share and secure Service data.

- c. **Access, fees, and taxes.** The Application is only available for use by Viasat Internet service customers. You must provide at your own expense the equipment, internet connections or devices and/or service plans to access and use the Service. Viasat does not guarantee that the Application or other aspects of the Service can be accessed or used on all devices or all mobile operating systems. Viasat does not guarantee that this Service will be available in all geographic locations. Your use of the Service is subject to the terms of your Viasat internet service plan as detailed in the Customer Agreement. If you access the Application using another internet service provider or wireless carrier, you acknowledge that such internet service provider or wireless carrier may charge you fees for data, messaging and/or other internet access. Check with the internet service provider or wireless carrier to determine if any such fees apply to you. **YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS OR USE THE APPLICATION OR SERVICE FROM YOUR DEVICE, INCLUDING, BUT NOT LIMITED TO, ALL CARRIER DATA PLAN AND OTHER FEES AND TAXES ASSOCIATED WITH YOUR USE OF THE SERVICE.**
  
- d. **Consent to Receive Push Notifications and Other Content Available Through Your Device.** You consent to Viasat sending you push notifications or other types of content or messages sent directly to you through this Application (collectively, “**Push Notifications**”) as available on your device's current operating system. Viasat may deliver Push Notifications to you whether or not you are currently logged-into or using the Application and whether or not your device is in locked or in sleep mode. You may discontinue Push Notifications through the Application’s or your device’s settings or by deleting the Application.
  
- e. **Updates.** Viasat may from time to time in its sole discretion develop and provide Application and Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Viasat has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either: (i) the Application will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all

Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

- f. **Contact Information.** By providing Viasat with your e-mail address, you consent to Viasat or its agents sending e-mails (including, but not limited to, automated emails via the Application) to such email address. If you do not wish to receive emails, you may opt out of receiving emails at any time by following the opt-out process explained on the bottom of any email received from Viasat. Further, by providing Viasat with your wireless phone number and/or any other telephone number, you (1) agree to receive text messages and phone calls with codes to register for the Service and (2) for Viasat to contact you for other 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.
  
- g. **Acceptable use.** You must use the Service only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) the Service in ways that: (a) violate, misappropriate, or infringe the legal rights of others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone or Viasat or any other entity; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; (f) promote discrimination based upon certain characteristics, including, but not limited to, race, sex, religion, nationality, disability, sexual orientation, or age; (g) promote sexually explicit or pornographic material; (h) exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; or (i) involve any non-personal use of the Service unless otherwise authorized by Viasat.
  
- h. **Harm to other users.** You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit the Service in impermissible or

unauthorized manners, or in ways that burden, impair, or harm Viasat, the Service, systems, Service users, or others, including that you must not directly or through automated means: (a) send, store, or transmit viruses or other harmful computer code through or onto the Service; (b) gain or attempt to gain unauthorized access to the Service or any Service systems; (c) interfere with or disrupt the integrity or performance of the Services; (d) create accounts for the Services through unauthorized or automated means; (e) collect the information of or about other Service users in any impermissible or unauthorized manner; (f) sell, resell, rent, or charge for the Service; or (g) distribute or make the Service available over a network where they could be used by multiple devices at the same time.

## 2. **Limited License Grant.**

- a. **Grant.** Through installing the Application or using the Service, you are acquiring and Viasat grants to you a limited, non-exclusive, worldwide, non-transferable, non-sublicensable, revocable license to install and use the Application, and to use the Service, for your use on a single, authorized device controlled and used by you, solely as set forth in this Agreement. Your acquired rights are subject to your compliance with this Agreement. You are expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the Application or rights to use the Application and Service.
- b. **Restrictions.** Your right to use the Application and the Service is limited to the terms of this Agreement, and you may not:
  - i. copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, whether or not patentable, or use the Application or any component of the Service, except as expressly authorized in writing by Viasat or as set forth in Section 2(d) below;
  - ii. make a copy of the Application available publically where it can be used or downloaded by any other users;
  - iii. alter Viasat's trademarks, logos or legal notices in the Application or in Viasat's related assets;
  - iv. use the Service on a time-sharing, service bureau or other basis for the purpose of providing services to others, or distribute, provide or otherwise make the Application, or any component of the Service, available to any third party, in whole or in part, through

- any medium or process; and
- v. decompile, disassemble, or reverse engineer the Application, or any component of the Service, by any means whatsoever.

Nothing in this Agreement entitles you to use the Application, or any component of the Service, to create software products or development tools, or receive the source code to the Application, or any component of the Service, in whole or in part, other than publicly available open source software and corresponding OSS Licenses (as defined below), which you may not decompile or retrieve from within the Application or Service. Your right to use the Service is also predicated on your compliance with any applicable terms of agreements you have with third parties when using the Service. For instance, if use of the Service is in violation of your service agreement with your current wireless service carrier, then you may not use this Service through your wireless service.

- c. **Reservation of Rights.** You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Except as expressly licensed to you herein, Viasat reserves all right, title and interest in the Application and other aspects of the Service (including, but not limited to, all images, photographs, animations, video, text, and content), and all associated copyrights (including, but not limited, copyrights, copyright registration and copy rights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboards, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases), moral rights, trade secrets and other rights with respect to confidential or proprietary information, know-how, other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology, trademarks, and other intellectual and industrial property rights therein. Except as expressly stated in this Agreement, Viasat does not grant you any intellectual property rights in the Application, or any other component of the Service, and all right, title, and interest in and to all copies of the Agreement not expressly granted herein remain with Viasat, its suppliers and/or its licensors. The Application is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Application. All rights not expressly granted herein are reserved by Viasat, its suppliers and/or its licensors.

- d. **Open Source Software Notice.** This Application contains open source software released under various open source licenses. The terms of each open source license used by this Application are available at <https://www.exede.com/documents/master/viasat-shield-oss.pdf> (collectively, the “**OSS Licenses**”), and such OSS Licenses are hereby incorporated into this Agreement. The OSS Licenses only apply to the specific open source software specified in such OSS License and shall not affect the interpretation, validity or enforceability of this Agreement.
3. **Your Contributions.** To the extent that your contributions, whether through modifying, altering or adding onto the Application, or any other component of the Service, give rise to any intellectual property right interest, including copyright interest, you hereby grant Viasat an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose, including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate your contributions to the public by any means, whether now known or unknown, and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You represent that you own or control all rights in and to your contributions and have the right to grant the license granted above to us.
4. **Term and Termination.** The Agreement commences when you download the Application and acknowledge and accept this Agreement. The Agreement is effective until terminated by either you or Viasat. You may terminate this Agreement at any time by contacting Viasat to remove the Viasat Shield service from your Viasat Internet service account and deleting the Application (and any copies thereof) from your device(s). Viasat may terminate this Agreement (and your license rights) at any time, in its sole and absolute discretion, with or without notice. Your rights under this Agreement will terminate immediately and automatically without any notice from Viasat upon the termination of the Customer Agreement or if you fail to comply with any of the terms and conditions of this Agreement. Promptly upon termination, you must cease all use of the Application and the Service and uninstall and delete all copies of the Application in your possession or control. Termination will not limit any of Viasat’s other rights or remedies at law or in equity. Sections 1(c), 1(d), 3, 4, 5, 6, 7, 8, 9, 11, 12, and 13 of this Agreement shall survive termination or expiration of this Agreement for any reason.

5. **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, (A) THE SERVICE IS PROVIDED TO YOU “AS IS,” WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCE OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU; (B) VIASAT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, DOES NOT MAKE AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; AND (C) VIASAT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION, SOFTWARE, OR SERVICE, THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED, THAT THE INFORMATION CONTAINED IN THE SERVICE IS TRUE AND ACCURATE, OR THAT THE APPLICATION WILL BE AVAILABLE FOR REINSTALLS TO THE SAME OR MULTIPLE DEVICES. NO ORAL OR WRITTEN ADVICE PROVIDED BY VIASAT OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL VIASAT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL,

CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, OR PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE APPLICATION AND SERVICE OR PERFORMANCE OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT VIASAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, AS PERMITTED BY APPLICABLE LAW, VIASAT SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE TERMINATION OF THE LICENSE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF THE FUNCTIONS OF THE SERVICE. VIASAT IS ACTING ON BEHALF OF ITS SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS FOR THE PURPOSE OF DISCLAIMING, EXCLUDING AND LIMITING OBLIGATIONS, WARRANTIES AND LIABILITY, BUT IN NO OTHER RESPECTS AND FOR NO OTHER PURPOSES. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIASAT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE LESSER OF (A) \$50.00 OR (B) THE AGGREGATE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

- 7. Cooperation with Government Authorities.** Without limiting the foregoing, Viasat has the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose your identity or other information of anyone using the Application. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.



8. **Indemnification.** You agree to defend, indemnify, and hold harmless Viasat and its officers, directors, employees, agents, affiliates, successors, and assigns from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use or misuse of the Service, including content you submit or make available and the information provided in connection therewith; (b) your breach or alleged breach of this Agreement; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any compliant, cause of action, controversy, dispute or other claim.
9. **Severability and Survival.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of such provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement shall continue in full force and effect.
10. **Export.** The Application may be subject to US export control laws (“**Export Laws**”), including the Export Control Reform Act (“**ECRA**”) and its associated regulations. You will comply fully with the ECRA and Export Laws and regulations of the United States and any other country where you use the Service. You certify that you are not on any of the U.S. Government lists of prohibited persons, including but not limited to the Treasury Department’s List of Specially Designated Nationals, and the Commerce Department’s List of Denied Persons or Entity List. You further certify that you shall not export, re-export, ship, transfer or otherwise use the Application, or any other component of the Service, in any country subject to an embargo or other sanction by the United States, including but not limited to, Iran, Syria, Cuba, Sudan and North Korea, and that you shall not use the Service for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.
11. **Injunctive Relief.** You agree that your breach of this Agreement will cause irreparable injury to Viasat for which monetary damages would not be an adequate remedy and Viasat shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
12. **Entire Agreement.** This Agreement, the Privacy Notice, and the Customer Agreement constitutes the entire agreement with respect to its subject matter between you and Viasat, and is applicable to all users of the Service. This Agreement

supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.

13. **Waiver**. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.