



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

NOTE: ViaSat, Inc. has been awarded under the Disaster Recovery and Cooperative Purchasing Programs.

Contract Number:
GS-35F-218AA

Period Covered by Contract:
February 26, 2013 through February 25, 2023

ViaSat, Inc.
6155 El Camino Real
Carlsbad, CA 92009-1699
Phone: 760.476.2200 Fax: 760.929.3941
Internet Address: www.viasat.com
Contract Administrator: Ann Arriagada
Email Address: Ann.Arriagada@viasat.com
Business Size: Large Business

Pricelist current through Modification #47
Effective date current through June 18, 2019

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! ®, a menu-driven database system. The INTERNET address GSA Advantage! ® is: GSAAdvantage.gov.



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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

- 1a. Authorized Special Item Numbers (SINs): *Pricing begins on page 7*
Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item No. 132-55 Commercial Satellite Communications (COMSATCOM) Subscription Services
- 1b. Lowest priced model number and lowest unit price for that model for each SIN awarded in the contract: *See pricing*
- 1c. Description of all corresponding commercial job titles, experience, functional responsibility and education for the labor categories that perform services: *Not applicable*
2. Maximum order: *\$500,000*
3. Minimum order: *\$100*
4. Geographic coverage (delivery area): *Domestic*
5. Points of production: *United States*
6. Discount from list prices or statement of net price: *Government net prices*
7. Quantity discounts: *None*
8. Prompt payment terms: *0% - Net 30 days*
- 9a. Government purchase cards are accepted below the micropurchase threshold.
- 9b. Government purchase cards are accepted above the micropurchase threshold.
10. Foreign items (list items by country of origin): *None*
- 11a. Time of delivery: *See pricing*
- 11b. Items available for expedited delivery: *Not Applicable*
- 11c. Overnight and 2-day delivery: *Contact Contractor*
- 11d. Urgent Requirements: *Contact Contractor*
12. F.O.B. Point: *Destination*

13a. Ordering address:

***ViaSat, Inc.
6155 El Camino Real
Carlsbad, CA 92009-1699***

13b. Ordering Procedures: For supplies and services, the ordering procedures, and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:

***ViaSat, Inc.
6155 El Camino Real
Carlsbad, CA 92009-1699***

15. Warranty provision: *Standard Commercial Warranty*

16. Export packing charges: *Not Applicable*

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): *Contact Contractor*

18. Terms and conditions of rental, maintenance, and repair: *Not Applicable*

19. Terms and conditions of installation: *Not Applicable*

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: *Not Applicable*

20a. Terms and conditions for any other services: *Not Applicable*

21. List of service and distribution points: *Not Applicable*

22. List of participating dealers: *Not Applicable*

23. Preventive maintenance: *Not Applicable*

24. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: *Not Applicable*

25. Data Universal Number System (DUNS) number: *175096619*

26. ViaSat, Inc. is registered in the System for Award Management database.

CAGE Code: *47358*

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

The products offered herein are self-installable.

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: Equipment is self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

ViaSat, Inc.
6155 El Camino Real
Carlsbad, CA 92009

Attention: Global Logistics After Market Services
Email: AMR-CSR@viasat.com
FAX: 760-602-5696

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

Trade-in unit model number and serial number to be destroyed must be provided with the Order or within [30] calendar days after receipt of new equipment. Destruction paperwork for the identified unit must be furnished to ViaSat as soon as possible but no later than 1 year after receipt of the new equipment. If the requested serial number information and destruction paperwork of trade-in units are not received by ViaSat within the time period stated, ViaSat will invoice customer for the difference between discounted trade-in pricing and full-price of unit.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a _____ (**insert miles**) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below: NA

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.

- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. **REGULAR HOURS**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS**
Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION**
If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS**
Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: NA

9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION**
 - (1) **AT THE CONTRACTOR'S SHOP**
 - (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) **REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) **AFTER HOURS**

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) **SUNDAYS AND HOLIDAYS**

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's then current commercial pricelist, at a discount of 0% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 90 days following date of completion of the services and shipment of the product involved.

b. **REPAIR PARTS/SPARE PARTS**

All repair work will be guaranteed/warranted for a period of 90 days following date of completion of the services and shipment of the product involved. All spares parts will be guaranteed/warranted for a period 12 months from the date of shipment unless otherwise specified in the item description. The Contractor's standard commercial warranty will apply.

12. INVOICES AND PAYMENTS

a. **Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. **Repair Service and Repair Parts/Spares Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO COMMERCIAL SATELLITE COMMUNICATIONS
(COMSATCOM) SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 132-55)**

1. COMSATCOM CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

2. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with either the Committee on National Security Systems Policy (CNSSP) 12, "National Information Assurance Policy for Space Systems used to Support National Security Missions," or the Department of Defense Directive (DoDD) 8581.1, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense."
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 200 (FIPS 200), "*Minimum Security Requirements for Federal Information and Information Systems*") or MAC level (per DoD Instruction (DoDI) 8500.2, "*Information Assurance Implementation*) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level or MAC, command encryption/authentication, and other requirements in CNSSP 12 or DODD 8581.1. The Contractor awarded 132-55 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200) or Mission Assurance Category (MAC) III system (per DoDI 8500.2).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the IA compliance for any proposed or awarded COMSATCOM services. All IA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

3. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

4. PORTABILITY

When an Ordering Activity requires portability, this requirement shall be included as part of the initial requirement. When portability is exercised, evidence of equivalent net present value (NPV) shall be provided by the contractor. Ordering Activities may propose additional terms and conditions within the requirement (example: specific predefined, guaranteed terms and conditions for portability and related services). However, if the supplemental terms and conditions contradict the contract, the contract takes precedence. Portability provides the Ordering Activity the ability to relocate or "port," COMSATCOM Services resources as user requirements change. Descriptions of portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another predefined teleport, re-routing of traffic from one terrestrial infrastructure to another predefined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.

5. FLEXIBILITY/OPTIMIZATION

When an Ordering Activity requires re-grooming resources for spectral, operational, or price efficiencies, this requirement shall be included as part of the initial requirement. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV) shall be provided by the contractor. Ordering Activities may propose additional terms and conditions within the requirement (example: specific pre-defined, guaranteed terms and conditions for re-grooming). However, if the supplemental terms and conditions contradict the contract, the contract takes precedence. Flexibility/optimization/re-grooming allows the Contractor to redistribute resources currently used to provide COMSATCOM Services (example: space segment, network, teleport, terminal resources) or customers sharing the COMSATCOM Services resources (example: customer one with typical peak usage at 9:00 a.m. and customer two with typical peak usage at 3:30 p.m.), enabling the Ordering Activity to gain spectral, operational, and/or price efficiencies.

6. NET READY (INTEROPERABILITY)

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

7. NETWORK MONITORING (NET OPS)

The Ordering Activity shall specify the Network Monitoring (Net Ops) collection and delivery requirements (example: format, frequency) as part of the initial statement of work. The Contractor awarded SIN 132-55 is capable of collecting and delivering the near real-time monitoring, fault/incident/outage reporting, and information access required to ensure effective and efficient operations, performance, and availability consistent with commercial best practices. Ordering Activities may propose additional terms and conditions within the requirement (example: specific pre-defined terms and conditions for Net Ops collection and delivery.) However, if the supplemental terms and conditions contradict the contract, the contract takes precedence.

8. EMI/RFI IDENTIFICATION, CHARACTERIZATION, AND GEO-LOCATION

When an Ordering Activity requires Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, it shall be included as part of the initial requirement. The Ordering Activity shall establish and use with the Contractor a mutually agreed upon media and voice communications capability capable of protecting "Sensitive, but Unclassified" data.

9. SECURITY

The Ordering Activity is responsible for assigning the personnel and facility clearance levels for each requirement. If required, the Ordering Activity is responsible for issuing the appropriate security forms (e.g., a DD-254) for any special clearance requirements and indoctrinations, such as Sensitive Compartmented Information (SCI). Ordering Activities shall ensure the Contractor "masks" or "protects" Ordering Activity customers against unauthorized release of identifying information to any entity that could compromise the customer's operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.

10. THIRD PARTY BILLING FOR COMSATCOM SUBSCRIPTION SERVICES

The Ordering Activity shall make every effort to educate the terminal owners or operators on usage of the approved network infrastructure to avoid third party charges.

11. ADDITIONAL TERMS AND CONDITIONS

- a. The Ordering Activity is responsible for determining the number of approaches each Contractor may offer in response to a statement of work.
- b. If guidance is required, Ordering Activities may contact the GSA Satellite Communications Services Program Management Office, satserv@gsa.gov.
- c. For each Subscription Service requirement, the Ordering Activity shall negotiate with the Contractor any required Committed Information Rates (CIR). CIR is the average dedicated bandwidth data transfer rate (example: megabits per second) for an individual COMSATCOM Subscription Services network that the Contractor commits to delivering over a period of time. The Contractor may exceed the CIR if the network has capacity at any time.

12. CONTRACT CLAUSES

- a. Ordering activities will be able to view the complete list of IT Schedule 70 contract clauses, including the specific contract terms and conditions for any specific contract holder, at:
<http://www.gsaelibrary.gsa.gov/ElibMain/contractsOnline.do?scheduleNumber=70>

13. DESCRIPTION OF COMSATCOM SERVICES AND PRICING

Please refer to the attached GSA pricing.

**VIASAT, INC.'S
 AUTHORIZED GSA PRICING
 Commercial Satellite Communications (COMSATCOM)
 Subscription Services**

SIN	Part Number	Product Description	FL/RL	Service Unit	GSA Price
132-55	KU-VGN-SU	VGN Global set-up charge at Service activation	N/A	One Time	\$2,012
132-55	KU-VGN-GM A	VGNet Ku Basic	1 / 0.5	Annual	\$462,000
132-55	KU-VGN-GM M	VGNet Ku Basic	1 / 0.5	Monthly	\$44,000
132-55	KU-VGN-GM H250	VGNet Ku Basic	1 / 0.5	250 Hrs over 12 Mos	\$396,000
132-55	KU-VGN-GM H100	VGNet Ku Basic	1 / 0.5	100 Hrs over 6 Mos	\$158,400
132-55	KU-VGN-GM H50	VGNet Ku Basic	1 / 0.5	50 Hrs over 6 Mos	\$79,200
132-55	KU-VGN-GM H	VGNet Ku Basic	1 / 0.5	Hourly, Min 2 Hrs per Month	\$1,760
132-55	KU-VGN-PM A	VGNet Ku Plus	2 / 0.5	Annual	\$660,000
132-55	KU-VGN-PM M	VGNet Ku Plus	2 / 0.5	Monthly	\$60,500
132-55	KU-VGN-PM H250	VGNet Ku Plus	2 / 0.5	250 Hrs over 12 Mos	\$544,500
132-55	KU-VGN-PM H100	VGNet Ku Plus	2 / 0.5	100 Hrs over 6 Mos	\$217,800
132-55	KU-VGN-PM H50	VGNet Ku Plus	2 / 0.5	50 Hrs over 6 Mos	\$108,900
132-55	KU-VGN-PM H	VGNet Ku Plus	2 / 0.5	Hourly, Min 2 Hrs per Month	\$2,420
132-55	KU-VGN-WM A	VGNet Ku Premium. White Glove and PRL included	4 / 1-3	Annual	\$1,200,000
132-55	KU-VGN-WM M	VGNet Ku Premium. White Glove and PRL included	4 / 1-3	Monthly	\$110,000
132-55	KU-VGN-WM H250	VGNet Ku Premium. White Glove and PRL included	4 / 1-3	250 Hrs over 12 Mos	\$1,000,000
132-55	KU-VGN-WM H100	VGNet Ku Premium. White Glove and PRL included	4 / 1-3	100 Hrs over 6 Mos	\$400,000
132-55	KU-VGN-WM H50	VGNet Ku Premium. White Glove and PRL included	4 / 1-3	50 Hrs over 6 Mos	\$200,000
132-55	KU-VGN-WM H	VGNet Ku Premium. White Glove and PRL included	4 / 1-3	Hourly, Min 2 Hrs per Month	\$4,444
132-55	KU-VGN-WM-EN-C A	VGNet Ku Enhanced Premium - CONUS. White Glove included.	10 / 1-3	Annual	\$1,380,000
132-55	KU-VGN-WM-EN-G A	VGNet Ku Enhanced Premium - Global. White Glove included.	10 / 1-3	Annual	\$1,440,000

SIN	Part Number	Product Description	FL/RL	Service Unit	GSA Price
132-55	KUKA-VGN A	Visat Ku/KA Global VIP. White Glove, PRL, and MPLS for up to three sites is included.	30-60 / 4	Annual	\$7,200,000
132-55	KUKA-VGN WG	White Glove Customer Care Upgrade	See note 9	Annual	\$180,000
132-55	KU-VGN PRL	Priority Return Link (PRL) Upgrade	See note 10	Annual	\$120,000
132-55	KU-VGN PRL-H	Priority Return Link (PRL) Upgrade	See note 10	Hourly, Min 2 Hrs Per Month	\$400
132-55	KU-PORT-B	Portability Upgrade for VGNet Ku Basic	See note 8	Monthly	\$5,000
132-55	KU-PORT-Plus	Portability Upgrade for VGNet Ku Plus	See note 11	Monthly	\$10,000
132-55	KU-PORT-Prem	Portability Upgrade for VGNet Ku Premium	See note 11	Monthly	\$15,000
132-8	1285141	Vehicular SATCOM Transceiver – Customer operated or sovereign network. Configured for target network as authorized for ordering customer	N/A	Each	\$4,020

NOTES:

1. All data rates are peak speeds and actual data rates will vary depending on equipment and location within the beam.
2. The max return link speed for Viasat antennas utilizing PRL on our VGNet service is as follows (RL speeds are a function of antenna type and G/T at the antenna's location within the beam):
 - a. VR-12 H/T - the max speed is 1 Mbps
 - b. VR-12C - the max speed is 2 Mbps
 - c. VR-18 and KuKarray - the max speed is 4 Mbps
3. All plans include standard customer care and Information Assurance/Cyber Defense (IA/CD).
4. All plans provide a higher traffic priority than standard general aviation plans (formerly Yonder).
5. Ku-Band service is provided on the Viasat Global Network (VGNet). Ka-Band service is provided on Viasat and partner Ka-Band satellites.
6. Annual service plans will be invoiced monthly for 1/12th value.
7. Hourly plans include a number of hours and a period of time during which those hours must be used (i.e. 250 hours over 12 months). Hourly plans will be invoiced monthly based on the actual hours used. Unused hours will be billed in the final month.
8. Multiprotocol Label Switching (MPLS) dedicated terrestrial backhaul, Priority Return Link (PRL), and Premium “White Glove” Customer Care and Mission Support are available as additional options or included in subscription plans where indicated.
9. White Glove Care includes: Direct Access (phone, email, chat) to a mission dedicated, Secret cleared, Tier 3 technician manning a Government Care Center that operates 24/7/365; Secure Voice Capable via STE; Pre-flight planning support upon request; Dedicated in-flight monitoring with real time performance optimization reporting; Beam transition/ moving map instructions; Beam Reporting network health; Post-flight report; In-Flight Fault reporting/ troubleshooting. Customer contacted in flight, if issue is detected; Immediate phone call to customer on status of beam; Email Notification sent to customer distro list within 10 minutes; Trouble Ticket within 15 minutes; Updates every hour until service is restored.
10. The Priority Return Link (PRL) option provides improved return link throughput via reserved bandwidth, where available in enabled regions. Areas that have the Priority Return Link capability can provide usable RL throughput increases of 30% to over 300% over shared RL data rates, depending on the region and the equipment installed. In areas that don't have PRL, the user will be provisioned for the highest data rate available in that region achievable by the

equipment installed. Each region with PRL enabled has a limited number of PRL channels that will be allocated to users on a priority basis and/or first come first serve basis.

11. Portability is an option that allows for service to be transferred to additional aircraft for non-concurrent network access to enhance the value of a single SIMOP subscription. Pricing is monthly per additional aircraft/terminal beyond a single aircraft/terminal.