



Viasat Lease Addendum

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

If you have purchased your Equipment from Viasat's predecessor-in-interest, WildBlue Communications, Inc., these terms do not apply to you.

1. **Applicable Documents and Terms.** If you leased Equipment from Viasat, the terms and conditions of this Lease Addendum, the Customer Agreement and the pricing terms of the lease promotion apply to you. Unless otherwise specified in your Customer Agreement: (i) the leased Equipment shall at all times remain the sole and exclusive property of Viasat and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Internet Service for any reason; and (ii) we will charge you a monthly Equipment lease fee (an "Equipment Lease Fee") for the Equipment. If you elected a promotion under which you prepaid lease fees for the Minimum Service Term, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term for the Minimum Service Term, the monthly Equipment Lease Fee will be charged to your payment method on file.
2. **Ownership by Viasat.** No leased Equipment provided to you by Viasat shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.
3. **Return of Equipment.**
 - A. If you cease to be a Viasat customer for any reason (whether voluntarily or involuntarily), you must call Viasat within seven days after the termination of your Internet Service to (i) request that a prepaid shipping package be sent to you to return the modem and transceiver to Viasat; or (ii) make arrangements for Viasat to de-install the modem and transceiver at our standard rates. You acknowledge that the modem and transceiver must be returned to Viasat in good working order, normal wear and tear excepted. If Viasat does not receive the modem and transceiver within **30 days** after the termination of your Internet Service or if the modem and/or transceiver are damaged when they are returned to Viasat, you agree to pay Viasat the following fee(s), as applicable to you depending on your Service plan:

Equipment Type	Fee for Each Unreturned or Damaged Modem	Fee for Each Unreturned or Damaged Transceiver
Exede WiFi Modem, Exede branded modem, or WildBlue branded modem and its associated transceiver	\$150.00	\$150.00
Viasat Wi-Fi Gateway modem and its associated transceiver	\$50.00	\$250.00

- B. If you agreed to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within **45 days** after agreeing to upgrade your Internet Service, you agree to pay Viasat the unreturned equipment fees for the applicable equipment types set forth in Section 3A above.
 - C. The fees set forth in Sections 3(A) and 3(B) above represent compensation for a portion of the expenses incurred by Viasat in establishing your account and providing you the modem and transceiver for your use. You agree that Viasat may charge any amounts due for any unreturned or damaged modem or transceiver using the payment method on file with Viasat (Card Payment or EFT Payment) and you hereby authorize such charges by Viasat.
4. **Defective Equipment.** Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Internet Service under this Agreement, Viasat will, at no additional charge to you, replace Equipment you lease from Viasat that Viasat, in its sole discretion, determines to be defective ("Defective Equipment"). Defective Equipment replacement under this Section 4 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. For the first 90 days after initial activation of your Internet Service, Viasat will waive its standard service call charge if Viasat makes a service call. After the first 90 days following initial activation of your Internet Service, Viasat's standard service call charge shall apply to all service calls by Viasat. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 1-855-463-9333. All maintenance and repair of Equipment shall be performed by us or our designee(s). Viasat may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.
5. **Monthly Lease Fee.** You will be charged a monthly fee for the lease of the Equipment in connection with the Internet Service you are purchasing. Applicable taxes, surcharges and fees will apply. IF YOU ARE NOT RECEIVING A PRICE-LOCK GUARANTEE, THE LEASE FEE IS SUBJECT TO CHANGE AT ANY TIME.
6. **Disclaimer.** VIASAT PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. VIASAT IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.
7. **Customer Acknowledgement.** Customer acknowledges and agrees that Viasat is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Care department by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

EasyCare Plan Addendum

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

If you have purchased your Equipment from Viasat's predecessor-in-interest, WildBlue Communications, Inc., or are otherwise not subject to the Lease Addendum, Viasat's EasyCare Plan ("EasyCare Plan") is not available to you, and these terms do not apply to you.

The EasyCare Plan is not available to residents of Alaska and Hawaii.

1. **Applicability.** If you leased your modem, antenna and transceiver ("Equipment" as defined above) pursuant to the Lease Addendum and subscribe to the EasyCare Plan, the terms of this EasyCare Plan apply to you.
2. **EasyCare Plan Services.**
 - A. **VIP 24/7 Customer Service.** You will receive Viasat's 24/7 telephone customer support on a priority basis through a dedicated EasyCare Plan subscriber telephone number ("EasyCare Number").
 - B. **Service Calls.** If you experience difficulty with your Equipment that Viasat, in its sole discretion, determines requires a service call to resolve, Viasat will waive Viasat's standard service call charge.
 - C. **Antenna Re-Pointing.** If Viasat, in its sole discretion, determines that the antenna included with your Equipment requires re-pointing, Viasat will re-point your antenna at no charge.
 - D. **Wiring Reconnection/Repair/Replacement Service.** If Viasat, in its sole discretion, determines that there is a problem with the wiring that connects the antenna and the modem included with your Equipment, Viasat will, at Viasat's option, reconnect, repair or replace the affected wiring at no charge if your Equipment was installed through a standard installation. A charge may apply to non-standard installations.
 - E. **Antenna and Transceiver Relocation Service.** At your request, or if Viasat, in its sole discretion, determines that it is required in order for you to continue receiving Internet Service, Viasat will remove and reinstall on your premises the antenna and transceiver included with your Equipment. Antenna and transceiver relocation service is limited to one relocation per year at the same residential address at which you are then receiving Internet Service. Antenna and transceiver relocation service under the EasyCare Plan does not include relocation of your Equipment to a new residential address. A charge may apply to antenna and transceiver relocation service involving non-standard installations.
3. **Term and Cancellation.**
 - A. **Term.** Subject to the terms and conditions of this EasyCare Plan Addendum, the term of your EasyCare Plan subscription begins on the day you subscribe to the EasyCare Plan and shall remain in effect for as long as you continue to subscribe to the EasyCare Plan, remain in good standing with Viasat and comply with the terms and conditions of the Agreement (including, without limitation, the terms and conditions of this EasyCare Plan Addendum).
 - B. **Termination or Suspension by Viasat.** Viasat may immediately, and without notice, suspend or terminate your subscription to the EasyCare Plan: (i) if your Internet Service is cancelled, terminated or suspended for any reason; (ii) if you do not timely pay Viasat any amount due or payable in connection with this Agreement; or (iii) if a hazard or danger to person or property prevents Viasat from performing any work during a service call, as determined by Viasat in its sole discretion.
 - C. **Termination by You.** The EasyCare Plan is optional and you may terminate your EasyCare Plan subscription at any time by calling Viasat customer service at 1-855-463-9333 or at the EasyCare Number. Viasat will not process your request to terminate the EasyCare Plan subscription if you request termination by email or chat. If you terminate your EasyCare Plan subscription during your monthly billing period, you will receive a prorated refund of the EasyCare Plan fee you prepaid for the month in which you terminate your EasyCare Plan subscription. If you terminate your EasyCare Plan subscription within ninety (90) days after subscribing, Viasat may charge you for any service call charges that would have been applicable to you if you had not subscribed to the EasyCare Plan. Additionally, if you terminate your subscription to the EasyCare Plan, you may not be eligible to re-subscribe for a period of at least one hundred eighty (180) days following termination, as determined by Viasat in its sole discretion.
4. **Exclusions.** This EasyCare Plan applies solely to your Equipment and provides no coverage with respect to any of your property (including, without limitation, your television, telephone, fax machine, router, computer, mobile device, or any data, program or application stored on any of such items) or the use of such property. Without limitation, the EasyCare Plan does not apply to, or provide you with any benefits for, any of the following:
 - Any Equipment problems existing prior to the beginning of your EasyCare Plan subscription;
 - Collision of the Equipment with, or explosion of, another object that damages the Equipment;
 - Unauthorized repairs to, or improper installation of the Equipment by anyone other than Viasat or a Viasat-authorized service provider;
 - Any items attached or connected to the Equipment, other than for a wiring service requested by you and performed by us pursuant to Section 2.D. of this EasyCare Plan Addendum;
 - Equipment located outside of Viasat's service area in the Continental United States and Alaska;
 - Internal software and Equipment components not essential to basic functionality of the Equipment;
 - Transportation damage to the Equipment;
 - Improper Equipment modifications;
 - Damage to the Equipment as a result of fire, flood, earthquake, rodent/insect damage, mold, water leaks, or any other natural causes;
 - Any wear and tear, deterioration or defect in the materials of, or any defect in the workmanship or skills relating to, the Equipment;
 - Damage to the Equipment as a result of a power surge or power interruption;
 - Accidental damage to the Equipment from handling;
 - Any damages or expenses relating to a loss of use of the Equipment;
 - Equipment used in contravention of the terms and conditions of the Agreement, including, without limitation, Equipment used in a commercial setting;
 - Assistance with computer technical issues;
 - Cosmetic blemishes or imperfections on the exterior of the Equipment; or
 - Expenses incurred as a result of the removal or relocation of Equipment, except when such service is requested by you and performed by us pursuant to Section 2.E. of this EasyCare Plan Addendum.

5. **Your Promises and Assurances. At all times during your EasyCare Plan subscription, you agree to:**

- Fully cooperate with, and disclose all relevant information to, Viasat customer service agents and authorized service providers during the diagnosis and replacement of your Equipment;
- Provide adequate access to your Equipment to Viasat and its authorized service providers during normal business hours;
- Provide Viasat and its authorized service providers with a non-threatening and safe environment in which to perform Viasat's obligations under this EasyCare Plan Addendum during each service call, if any;
- Not mislead, defraud or make any misrepresentation to Viasat or any Viasat authorized service provider; and
- Not falsify any documents or records related to the subject matter of the Agreement.

6. **Disclaimer. VIASAT PROVIDES THE EASYCARE PLAN AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICES PROVIDED TO YOU PURSUANT TO THE EASYCARE PLAN. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. THE EASYCARE PLAN DOES NOT AFFECT ANY RIGHTS YOU OTHERWISE MAY HAVE UNDER STATE OR FEDERAL LAW IN RESPECT TO ANY WARRANTY RELATING TO THE LEASED EQUIPMENT. VIASAT IS NOT RESPONSIBLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SERVICES PROVIDED TO YOU PURSUANT TO THE EASYCARE PLAN. ADDITIONALLY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS EASYCARE PLAN ADDENDUM DOES NOT CONSTITUTE A SERVICE CONTRACT, SERVICE WARRANTY, PRODUCT WARRANTY OR AN INSURANCE POLICY UNDER ANY STATE OR FEDERAL LAW.**

Voice Addendum

This Addendum for Viasat's Voice Service (formerly known as "Exede Voice" and also referred to as "Voice") contains the terms and conditions applicable to your Voice Service, as supplemented by the terms of the Customer Agreement to the extent not addressed by this Addendum. You may only receive the Voice Service if you are also receiving a Voice eligible Internet Service plan.

1. **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 this Addendum and the Customer Agreement. You are required to subscribe to a minimum Voice Service term of six months. After this initial six-month term expires, it will automatically renew on a month-to-month basis, unless you have agreed to a new Voice Service term under any program then offered by Viasat.
2. **Voice Equipment.** As part of your Voice Service, Viasat will provide to you certain equipment (the "Voice Equipment"). Depending on the service plan you've selected and the Voice Equipment provided to you, you may need to self-install the Voice Equipment. If you did not lease your Voice Equipment, you own the Voice Equipment and do not need to return it if you terminate the Voice Service.
3. **Termination Fee.** If you terminate Voice before completion of the initial six-month Voice Service term, you will be required to pay Viasat a termination fee equal to \$10.00 multiplied by the number of full months remaining in the initial six-month term.
4. **Fees and Payment.** Voice will be billed 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. You are responsible for paying all charges on all calls made to destinations outside of the 50 United States, the District of Columbia and Canada, and directory assistance calls ("Toll Calls"). Toll Call charges are billed in arrears. You will be charged for each Toll Call in accordance with the Voice Toll Call chart, available on www.exede.com/voice, which may be revised by Viasat at any time. 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. Additional terms relating to pricing, billing, and payment for your Voice plan are set forth on our website: www.exede.com/voice, and are incorporated in this Addendum.
5. **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 ON 911 SERVICE, INCLUDING, WITHOUT LIMITATION, FOR OTHER PERSONS WHO MAY PLACE 911 CALLS OVER YOUR VOICE SERVICE. IF YOU HAVE ANY QUESTIONS ABOUT 911 CALLS ON VOICE, CALL VIASAT AT 1-855-463-9333.

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 satellite 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 bottom of the first page of the Customer 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 1-855-463-9333 (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 the Voice Service, including, without limitation, 911 service.
6. **Additional Terms.** You agree to the following additional terms and conditions while using Voice:
- A. Subject to the limitations in Section 6.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 Service. 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 Addendum or the Customer 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 reserves the right to limit Toll Calls to 2,000 minutes in each billing period. In addition, Viasat may place a fraud warning on your account after you incur \$200.00 in Toll Call charges in any billing period. This may result in us charging your payment method on file for payment prior to the end of your usual billing cycle. If we are unable to collect these charges, we reserve the right to terminate your ability to make Toll Calls.
 - D. Voice is available solely as a single line, and does not allow you to place calls to 1-900 numbers.

- E. Voice blocks calls to countries on the list of blocked countries, available on www.exede.com/voice, which may be revised by Viasat at any time.
- F. If Viasat sends you the Voice Equipment to install, you are solely responsible for installation of the Voice Equipment and activation of your number.
- G. Changes requested by you to your Voice Service, such as changing your caller ID, are subject to a change fee of \$2.00 per occurrence, in Viasat's sole discretion.
- H. Voice has limitations with respect to fax equipment, security systems, and other analog data services and devices. For example, no additional phone line tuning is available to support faxing capabilities to satisfy industry standards, and Viasat does not provide battery backup on Voice Equipment, although you may independently obtain and connect such a system (see Voice FAQs available on www.exede.com/voice).
- I. 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 approval (see 911 Service, Section 5.B. above).

7. 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 1-855-463-9333, 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. If Viasat requests the return of the defective Voice Equipment and provides return shipping materials, 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.**

8. Service Limitations; Exclusion of Incidental and Consequential Damages.

YOU ACKNOWLEDGE AND AGREE THAT VOICE AND THE INTERNET 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.

9. 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.

Premier Tech Support Addendum

This Addendum for Premier Tech Support contains the terms and conditions applicable to the Premier Tech Support Service, as supplemented by the terms of the Customer Agreement to the extent not addressed by this Addendum. You may only receive Premier Tech Support if you are also receiving Internet Service.

1. **Premier Tech Support.** Premier Tech Support is an online chat-based and remote access service offered by Viasat to attempt to assist qualifying Viasat customers with certain technical issues they may be experiencing with their personal computers, wireless routers, or other devices supported by Premier Tech Support (in each case, a "Supported Device") that affect their Internet Service speeds, but are unrelated to their Internet Service or Equipment. If your reported technical issue is supported by Premier Tech Support, Viasat will make commercially reasonable efforts to attempt to resolve that technical issue. However, Premier Tech Support may not be able to resolve your technical issue. Viasat makes no representation, warranty or guarantee, whether express or implied, that Premier Tech Support will resolve your technical issue. You acknowledge and agree that the Supported Devices may change from time to time and that your device may not be supported by Premier Tech Support in the future even if it was supported by Premier Tech Support in the past. Notwithstanding any provision in this Addendum or the Customer Agreement to the contrary, you or Viasat may terminate any Premier Tech Support session (each, a "Support Session") at any time for any reason.
2. **Representation and Warranty/Indemnity.**

BY RECEIVING PREMIER TECH SUPPORT, YOU REPRESENT AND WARRANT THAT YOU OWN THE APPLICABLE SUPPORTED DEVICE(S) OR ARE EXPRESSLY AUTHORIZED BY THE OWNER OF THE APPLICABLE SUPPORTED DEVICE(S) TO ACCESS AND MAKE CHANGES TO SUCH SUPPORTED DEVICE(S) AND ANY AND ALL ITEMS CONNECTED (INCLUDING, WITHOUT LIMITATION, VIA A WIRELESS CONNECTION) TO SUCH SUPPORTED DEVICE(S) (E.G., A PRINTER) (EACH, A "CONNECTED ITEM"). 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 ANY PARTY ARISING OUT OF ANY CLAIM THAT YOUR REPRESENTATIONS AND WARRANTIES UNDER THIS SECTION 2 ARE UNTRUE, WHETHER IN WHOLE OR IN PART.
3. **Remote Access.** In order to provide you with Premier Tech Support, you hereby authorize Viasat to remotely access your Supported Device(s) ("Remote Access"). This means that: (a) Viasat may have access and control of your Supported Device(s) and Connected Item(s), and (b) you may be providing Viasat with access to files that reside on your Supported Device(s) and Connected Item(s). You are solely responsible for closing any confidential or personal files that you may have open on your Supported Device(s) and Connected Item(s) prior to providing Viasat with Remote Access to such Supported Device(s) and Connected Item(s). Except as set forth in Section 8.1 of the Customer Agreement, in order to provide Premier Tech Support, Viasat does not expect to: (i) make any copies or downloads of the data on your Supported Device(s) or Connected Item(s), or (ii) retain any information accessed from your Supported Device(s) or Connected Item(s).
4. **Software Download.** In order to enable Remote Access during each Support Session, you shall be required to download and install software made available to you by or on behalf of Viasat ("Remote Access Software"). You agree that you will: (a) not use the Remote Access Software for any purpose other than to receive Premier Tech Support on your Supported Device(s), and (b) completely uninstall the Remote Access Software from your Supported Device(s) prior to the end of each Support Session as instructed by Viasat.
5. **Disclaimer.**

VIASAT SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING AS A RESULT OF YOUR RECEIVING PREMIER TECH SUPPORT: (A) DAMAGE TO, LOSS OF OR FAILURE OF, ANY SOFTWARE, PROGRAM OR DATA RESIDING ON YOUR SUPPORTED DEVICE(S) OR CONNECTED ITEM(S), OR (B) DAMAGE TO, OR FAILURE OF, YOUR SUPPORTED DEVICE(S), CONNECTED ITEM(S) OR ANY OTHER HARDWARE. YOU SHALL BE SOLELY RESPONSIBLE FOR MAKING A BACK-UP COPY OF ANY AND ALL SOFTWARE, PROGRAMS AND DATA ON YOUR SUPPORTED DEVICE(S) AND CONNECTED ITEM(S), IMMEDIATELY BEFORE EACH SUPPORT SESSION AS A PRECAUTION AGAINST POSSIBLE DAMAGE TO, OR LOSS OF, SUCH SOFTWARE, PROGRAM OR DATA. VIASAT SHALL NOT BE LIABLE FOR YOUR FAILURE TO SUCCESSFULLY AND COMPLETELY BACK UP ALL SOFTWARE, PROGRAMS AND DATA ON YOUR SUPPORTED DEVICE(S) OR CONNECTED ITEM(S), AS DESCRIBED IN THIS SECTION 5.
6. **VIASAT SHALL NOT BE RESPONSIBLE FOR CIRCUMSTANCES AND CAUSES BEYOND VIASAT'S CONTROL, SUCH AS NATURAL OR MANMADE DISASTERS OR SITUATIONS SUCH AS POWER OUTAGES OR TECHNICAL EQUIPMENT FAILURES THAT PREVENT VIASAT FROM RESOLVING THE TECHNICAL ISSUE FOR WHICH YOU SEEK PREMIER TECH SUPPORT.**

Recovery Act Addendum

This Recovery Act Addendum (the “Addendum”) only applies to subscribers who are receiving Internet Service under Viasat’s Recovery Act grant. Viasat’s Recovery Act grant expired on or about September 24th, 2013, and thus Recovery Act Service has not been available to new customers since then. For Recovery Act Service, all terms and conditions of the Customer Agreement apply, as well as these supplemental terms:

1. **Recovery Act Program.** The Recovery Act Program is part of a federal government program to provide satellite broadband internet service to rural premises where cable, DSL and fiber internet services are not available at the time of Internet Service activation. Only subscribers located in regions 1, 2, and 3 (as designated by the Rural Utilities Service) who meet the eligibility requirements set forth below may participate in the Recovery Act Program.
2. **Eligibility Requirements.** As a precondition to receiving the Internet Service, you represent and warrant that to the best of your knowledge:
 - (i) you cannot receive cable, DSL, or any other wireline broadband service at your premises;
 - (ii) you are not a current satellite broadband customer and you did not disconnect your satellite broadband services to become eligible for this Program.
3. **Data Allowance Policy.** Recovery Act Service is subject to data usage limits which are described in Viasat’s Data Allowance Policy. The 30-day data usage limits for the Recovery Act Service plans are:

Recovery Act Plans	Basic*	Expanded	Commercial	Gold	Platinum
Data Allowance (Both Upload and Download in GB)	10.3	19.0	27.0	37.0	60.0
Video Data Extender	All Recovery Act plans, except Recovery Act plans provided through Surfbeam-1 equipment, have the Video Data Extender. The Video Data Extender is a feature that streams video at DVD quality (optimized for 480p), which allows you to get more out of your monthly data allowance or other data threshold. Not all video sources are identifiable and available to benefit from the Video Data Extender. The feature is turned off by default. You can turn the Video Data Extender on or off at any time by visiting http://account.viasat.com .				

*If you are receiving the Recovery Act Basic Plan through Surfbeam-1 equipment, you are subject to the Data Allowance Policy – WildBlue Internet Service plans and this chart does not apply to you. Your data allowance thresholds are the same as the data allowance thresholds for the Pro Pak, as set forth on Exhibit A and in the Data Allowance Policy – WildBlue Internet Service plans.

4. **Minimum Service Commitment.** If you are receiving the Recovery Act Basic Plan, you had a 12-month Minimum Service Term. If you are receiving any other Recovery Act Plan, you had an 18-month Minimum Service Term.
5. **Termination Fees.** If you are receiving the Recovery Act Basic Plan and terminate the Internet Service within the first 30 days following activation, you will not be charged a penalty or termination fee, but you must return your Equipment as set forth in the Lease Addendum. If you are receiving the Recovery Act Basic Plan and terminate the Internet Service after the first 30 days following activation but before completion of the Minimum Service Term or if you are receiving any of the other Recovery Act Plans and terminate Internet Service at any time following activation but before completion of the Minimum Service Term, you will be required to pay a termination fee equal to the number of months left in your Minimum Service Term multiplied by \$20.00.
6. **Monthly Rental Fee.** As a Recovery Act Program subscriber, you will be leasing Equipment from Viasat and will be subject to all of the terms and conditions set forth in the Lease Addendum except that you will not be charged a monthly fee for the rental of the Equipment in your possession.
7. **Conflict.** If there is a conflict between the terms of the Customer Agreement and this Addendum, the terms of this Addendum shall control.