

## **ViaSat Inc. Acceptable Use Policy**

**THIS POLICY STATES IMPORTANT REQUIREMENTS REGARDING YOUR USE OF VIASAT'S SERVICES AS WELL AS YOUR RELATIONSHIP WITH VIASAT. PLEASE READ THIS POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS.**

**IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MAY NOT USE VIASAT'S SERVICES AND YOU MUST TERMINATE YOUR SERVICES IMMEDIATELY.**

### **Introduction**

It is ViaSat's intent to provide our customers with excellent Internet and Voice over Internet Protocol ("VoIP") and related services through satellite technology. In order to accomplish this objective, we have adopted this Acceptable Use Policy (the "Policy"). This Policy outlines the acceptable uses of the WildBlue Internet service, Exede Internet service, WildBlue email service, Exede Email service, Exede Business service, Exede Enterprise service and Exede Voice service (collectively, the "Services;" individually, the "Service," "WildBlue Internet Service," "Exede Internet Service," "WildBlue Email Service," "Exede Email Service," "Exede Business Service," "Exede Enterprise Service" or the "Exede Voice Service").

ViaSat may revise this Policy from time to time without notice by posting an updated version of this document on [www.wildblue.com](http://www.wildblue.com), [exede.com](http://exede.com), [exede.net](http://exede.net), [viasat.com](http://viasat.com) or any successor websites. All revised versions of this Policy are effective immediately upon posting. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of the subscriber or customer agreement shall govern.

### **Prohibited Uses and Activities**

You agree not to use the Service(s), or any ViaSat equipment, or allow others to use the Service(s) or equipment, to do any of the following:

(i) undertake any unlawful, fraudulent, or criminal purpose; (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive, or otherwise inappropriate, regardless of whether such information or material or its dissemination is unlawful; (iii) access any other person's computer or computer system, software, or data without his/her consent or attempt to circumvent the user authentication or security of any host, network, or account; (iv) use or distribute tools designed or used for compromising security; (v) engage in unauthorized port scanning; (vi) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to ViaSat users or others; (vii) transmit unsolicited bulk or commercial messages or "spam;" (viii) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including rights granted by US copyright law) of any person or entity, including ViaSat; (ix) run programs, equipment, or servers that provide network content or any other services to anyone outside of your local area network (also commonly referred to as public services or servers); (x) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent); (xi) impersonate any person or entity, engage in sender

address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to ViaSat or the ViaSat network in the header, list a ViaSat IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity; (xii) connect ViaSat equipment to any computer or network device outside of your premises; (xiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access; (xiv) damage the name or reputation of ViaSat, its affiliates, or subsidiaries; (xv) use any name or mark of ViaSat, its affiliates, or subsidiaries in any manner not expressly authorized in writing by ViaSat; (xvi) operate a call-center service, telemarketing-center service, monitor service, intercom service, conference-bridge service, transcription service or other similar service; (xvii) make mechanized voice calls, including, but not limited to, extensive call forwarding, the use of auto-dialers, the use of fax machines for fax blasting or fax broadcasting, or the use of voice programs for voice blasting; (xviii) upload streaming content (including music and video content) for resale, unless you are expressly permitted to do so through the terms of your contract as a subscriber of the Exede Enterprise Service; (xvix) engage in autonomous or automated machine to machine communication, unless you are expressly permitted to do so through the terms of your contract as a subscriber of the Exede Enterprise Service; (xx) engage in wireless backhaul services, unless you are expressly permitted to do so through the terms of your contract as a subscriber of the Exede Enterprise Service; (xxi) use the Service for any commercial, retail or enterprise business use, unless you are a subscriber of the Exede Business Service or Exede Enterprise Service; or (xxii) engage in any action that circumvents or thwarts ViaSat's enforcement of its network management practices described in ViaSat's Network Management Policy or the data limits described in the Data Allowance Policy applicable to your Service.

### **Electronic Mail**

ViaSat does not store or save any emails, email accounts or instant messages. ViaSat is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. In the event that ViaSat believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "Identifier") on the Service may be used for, or is being used for, any improper or illegal purpose, ViaSat (i) reserves the right to block access to and prevent the use of any such Identifier and (ii) may at any time require any customer to change his or her Identifier. In addition, ViaSat may at any time reserve any Identifier on the Service for ViaSat's own purposes.

### **Network, Bandwidth, Data Storage and Other Limitations**

You may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

### **Copyright Infringement**

ViaSat is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. In accordance with the DMCA and other applicable

laws, it is ViaSat's policy to reserve the right to terminate the Service(s) of any user who infringes upon the intellectual property rights of another, including repeat infringers, or who ViaSat believes, in its sole discretion, is infringing upon such rights.

Copyright owners may report alleged infringements of their works that are accessed through the Service by sending ViaSat's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon ViaSat's receipt of a satisfactory notice of claimed infringement, ViaSat shall notify the user associated with the alleged infringement. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to ViaSat. Upon ViaSat's receipt of a counter-notification that satisfies the requirements of DMCA, ViaSat will provide a copy of the counter-notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a counter-notification. In all events, ViaSat will not be a party to any dispute or lawsuit regarding alleged copyright infringement.

Copyright owners may send ViaSat a notification of claimed infringement to report any alleged infringement of their works to:

Legal Department  
ViaSat, Inc.  
349 Inverness Drive South  
Englewood, CO 80112 U.S.A.  
Fax: (720) 493-6010  
E-mail: [Communications.Legal@ViaSat.com](mailto:Communications.Legal@ViaSat.com)

Copyright owners may submit a notification of claimed infringement to ViaSat in a format that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to ViaSat, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you may file a counter-notification with ViaSat's designated agent using the contact information shown above. Counter-notifications must satisfy the requirements of Section 512(c)(3) of the U.S. Copyright Act.

## **General**

Although ViaSat has no obligation to monitor the Services and/or its network, ViaSat and its authorized suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, to comply with laws, regulations or governmental or legal process, orders or requests, to identify violations of this Policy or violations of your customer or subscriber agreement, or to protect the network, the Services and ViaSat users.

If the Services are used in a way that ViaSat, in its sole discretion, believes violate this Policy or your customer or subscriber agreement, ViaSat may take any responsive actions it deems appropriate, including refusing to transmit or post, or removing or blocking, any information or materials, in whole or in part. Neither ViaSat nor its affiliates, subsidiaries, suppliers, officers, directors, employees or agents will have any liability for any of these responsive actions. These actions are not ViaSat's exclusive remedies and ViaSat may take any other legal or technical action it deems appropriate.

The failure of ViaSat to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

The provisions of this Policy are not meant to be exhaustive. Generally, any conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited.

### **Internet Provisions**

ViaSat does not endorse or in any way vouch for any content on or made available through the Service. Any content on or made available through the Service does not constitute or reflect the views or approval of ViaSat or any of its directors, officers, employees, subsidiaries or affiliates.

Upon termination of your Service(s), ViaSat is authorized to delete any files, programs, data and e-mail messages associated with your account.

You acknowledge that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. You acknowledge that ViaSat is not responsible for any such content or material and agree that access to same through use of the Service is at your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond ViaSat's reasonable control. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.