



CUSTOMER AGREEMENT

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the “Agreement”) describes the terms and conditions between you and Great Plains Communications LLC (“GPC”, “Us”, or “We”) applicable satellite Internet access services provided by Viasat, Inc. (“Viasat”), which includes the Viasat, Exede, and WildBlue Internet services (the “Internet Services” or the “Services”). Provider is an authorized distributor of ViaSat. Please read this Agreement carefully since it contains important contract rights and obligations between you, GPC and Viasat, as well as important limitations on those rights. If you would like to contact GPC, you may call 1-888-343-8014, email us at contactus@gpccom.com, or write to: Great Plains Communications, Attn: Internet Service Center, 1600 Great Plains Centre, P.O. Box 500, Blair, NE 68008.

A. **Minimum Service Commitment.** The Internet Services require you to commit to a 24-month minimum service term (“Minimum Service Term”). If you change your Service location or change your Internet Service plan, and the change requires the use of upgraded Equipment or a service call to your premises, then you must commit to a new 24-month Minimum Service Term beginning on the date your new Internet Service is activated. You may not downgrade your service plan to a lower tier plan until 30 days after activation of your Internet Service.

B. **Term and Renewal.** The term of this Agreement commences on the date your Internet Service is activated and continues for the duration of the applicable Minimum Service Term, unless and until terminated by you, GPC or Viasat according to this Agreement. After the applicable Minimum Service Term, this Agreement will automatically renew on a month-to-month basis until terminated by you, GPC or Viasat according to this Agreement.

C. **Termination Fee.** If you cancel your Internet Service prior to the expiration of any applicable Minimum Service Term, you will owe a “Termination Fee” equal to the number of months remaining in your Minimum Service Term multiplied by \$15.00.

D. **Equipment; Return.** In order to receive the Internet Service, new customers must purchase the equipment provided by GPC consisting of a modem, antenna, and transceiver (“Equipment”). Only a Viasat-authorized installer (such as GPC) may install the Equipment at your residence. If you cancel your Service during the first year of Service, you must return all Equipment to GPC in good condition (reasonable wear and tear excepted). If you fail to return the Equipment within 30 days after cancelling Service, you will owe (and be charged) the full retail price of such Equipment. Alternatively, we may choose to abandon any Equipment at the time of termination, and in any event, we are not obligated to uninstall, retrieve, or remove any Equipment. If you have Internet Service with us for a minimum of 1 year before cancelling service, you are not required to return, and we are not obligated to uninstall, the Equipment upon cancellation of the Service.

E. **Data Policies.** The unlimited data service plans are governed by the Unlimited Data Policy and, as set forth in Exhibit A, after you use a certain amount of data during your monthly billing period, Viasat may prioritize your data behind other customers during network congestion, which will result in slower speeds. The Liberty service plans (“Liberty Plans”) and the Basic 25 service plan are subject to “Priority Data” usage limits which are described in the Data Allowance Policy. If you exceed your Priority Data usage limits, you will receive “Liberty Pass” for the remainder of your monthly billing period. Liberty Pass speeds will be slower than Priority Data speeds, may be extremely slow when the network is busy, do not support video streaming on multiple devices and may not support streaming of high-definition video. More details are set forth in Exhibit A. Exede Classic, Essential 10, Evolution Basic 12 and WildBlue Internet Service plans are subject to strict data usage limits which are described in the Data Allowance Policy. If you exceed your data usage limits, Viasat will significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for the remainder of your monthly billing period. The Freedom service plan (“Freedom Plan”) is governed by the Bandwidth Usage Policy and is not subject to a strict data allowance; however, as set forth in Exhibit A, if you use more than 150 GB of data during your monthly billing period, certain speeds of your Internet Service will be slowed, as described in the Bandwidth Usage Policy. The data usage explanations for Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein.

F. **Payment Authorization.** You authorize GPC to charge your credit card or debit card (“Card Payment”) or initiate an electronic funds transfer out of your bank account (“EFT Payment”) for payment of all or any portion of your Service fees, any applicable termination fee, and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where GPC is required under applicable law to accept another method of payment or GPC has agreed to accept another method of payment from you.

[SIGNATURE PAGE FOLLOWS]

This Agreement has 14 pages and incorporates the Terms and Conditions that follow, Viasat's Data Allowance Policy, Bandwidth Usage Policy, Unlimited Data Policy, Privacy Policies, Acceptable Use Policy, and your Internet Service plan details as posted on the applicable Viasat website: www.exede.com or www.viasat.com/wildblue. In addition, if you subscribe to a Service Assurance Plan or receive Tech Home, the Agreement incorporates the Service Assurance Plan Addendum and/or the Tech Home Addendum, as applicable. You acknowledge you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement and the incorporated documents, as each of them may be updated from time to time. If you did not receive the Terms and Conditions (Sections 1 through 8) to this Agreement, Exhibit A, and applicable addendums, DO NOT SIGN THIS AGREEMENT.

Customer Information	
Customer Signature	
Customer Printed Name	
Date	
Street Address	
Account Number	
Customer Telephone	

Authorized Signer Information <i>(if Customer is not present at installation)</i>	
Authorized Signer Signature	
Authorized Signer Printed Name	
Date	
Relationship to Customer	

Installer's Information	
Installer's Signature	
Date	

After signing please return this form to GPC's Internet Service Center.

TERMS AND CONDITIONS

1. The Service.

1.1 Limitations. The Internet Service is available at locations within the United States with an unobstructed view of the southern sky. **You acknowledge all download and upload Internet Service speeds are “up to,” are not guaranteed, and will vary. If you are receiving the Internet Service through a WildBlue Internet Service plan, voice over Internet protocol services may not work. The performance of some games over the Internet is very poor and some games may not work at all. Virtual private networks and remote computer access may be very slow with the Internet Service. Some virtual private networks may not work at all.**

1.2 System Requirements. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices and are not receiving a Viasat WiFi Modem or Viasat WiFi Gateway modem, or another other device that provides for wireless connectivity) required to access the Internet Service.

1.3 Hibernation Plan (formerly the Vacation/Seasonal Suspend Plan). If you have an eligible Internet Service plan and you have received and paid for the Internet Service for at least 30 days, you may convert your Internet Service plan to the “Hibernation Plan.” You must receive the Hibernation Plan for a minimum of 60 days. You may not receive the Hibernation Plan for more than 180 days in any 12-month period. The monthly Internet Service fee for the Hibernation Plan will be as stated by us at the time that you convert to the Hibernation Plan. Your monthly Internet Service fee for the billing periods in which you switch into and out of the Hibernation Plan will be prorated to reflect the difference between the monthly Internet Service fee for your Internet Service plan and the Hibernation Plan. The months in which you receive the Hibernation Plan will count towards your Minimum Service Term (if any). If you are paying a monthly fee for a Service Assurance Plan or a fee for anti-virus software, you will continue to incur these charges while on the Hibernation Plan. Internet Service, Buy More, the Late Night Free Zone, the Early Bird Free Zone, the Free Zone included with some Liberty Plans, and the Video Data Extender will not be available to you while you are on the Hibernation Plan. All promotional discounts will cease upon conversion of your account to the Hibernation Plan and will not be reactivated when you return to your Internet Service plan. Service calls are not available while you are on the Hibernation Plan unless you are receiving the Service Assurance Plan. If you have been on the Hibernation Plan for 180 or more days in a 12-month period and have not called us to resume regular Internet Service plan, we will automatically restore your Internet Service to the lowest priced Internet Service plan currently available in your area.

2. Who May Use The Service? Responsibility and Supervision.

2.1 Age and Account Set-Up. You represent the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence), unless specifically agreed to in writing by GPC. You represent you are at least 18 years of age. You agree you are responsible for obtaining the initial installation services for the Equipment from a Viasat-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

2.2 Multiple Use of Account. Only devices physically located in your residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your “household” is limited to the single address where you reside and where the Service is installed, and does not include adjacent apartments, residences, offices or any type of space not physically associated with such address. Any use of the Service other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of any applicable termination fee, without prejudice to any rights and remedies available to GPC or Viasat under this Agreement, at law and at equity.

2.3 Installation of Equipment. You represent there are no legal, contractual or similar restrictions on the installation of the Equipment in the locations you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions, and restrictions related to the Service, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the installation or use of the Service (collectively “Legal Requirements”). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You acknowledge and agree Viasat or its designated service provider must access your premises and computer to install and maintain the Equipment, including, without limitation, the antenna and its components. Standard Equipment installations performed by Viasat-authorized installers include: (i) installation of the antenna to an outside wall or sloped roof; (ii) travel to and from your Service location within 50 miles of the installer’s office; (iii) cable routed through one exterior wall and one interior wall or floor; (iv) connection of the antenna to the modem using up to 150 feet of cable; (v) connection of the modem to one computer using up to 7 feet of cable; and (vi) required mounting and cabling hardware. Any different or additional installation services or hardware are non-standard and may result in additional charges to be agreed upon between you and the installer. All installations include attaching the Equipment to your computer, installing software on your computer and configuring your computer to optimize the performance of the Internet Service. You confirm you have reviewed the installation plan and agreed to any associated charges. If you approved a roof mount, you acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane). By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you are authorizing Viasat and its

service provider to perform all the above actions. You are responsible for backing up the data on your computer and we highly recommend you do so prior to permitting access to us or our service providers. NEITHER VIASAT NOR ITS SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR ANY INSTALLATION, REPAIR OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of us or one of our service providers. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

2.4 Customer Responsibility. You agree you are responsible for all access to and use of the Service through your account or passwords and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You agree you are responsible for backing up (a) any data you submit, receive or transfer over the Service, including, without limitation, your email; and (b) any data, files, programs, or applications on any device you connect to the Service. You acknowledge you are aware that content accessible through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of your account by minors. You ratify and confirm any obligations incurred by a minor using your account.

3. Fees and Payment.

3.1 Fees, Taxes and Other Charges.

(a) **Commencement and Duration of Fees.** You acknowledge (subject to any exceptions granted by us) you will pay for the Service each month in advance and such monthly fees will apply for each and every month (or portion of a month) that you are a customer, beginning with the date your Internet Service is activated. In addition, we may bill you for some aspects of the Services individually after they have been provided to you; these include charges to buy more data for your Internet Service, for your receipt of certain support services when you contact us, and for other services (such as Tech Home or a Service Assurance Plan). Your account will continue until you cancel your account in accordance with the methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of any applicable termination fees. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

(b) **Billing and Charges.** You agree to pay, in accordance with the provisions of the service plan you selected, any registration, activation or monthly fees (including, without limitation, any applicable discounts), service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable federal, state and local taxes, fees and surcharges related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on our charges and surcharges may be made available to you on www.gpc.com/residential/internet/satellite. We may send your billing statements to the email address, text number, or mailing address you provide to us, and you agree this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. If you receive your invoice electronically, you understand and agree you will not receive a paper statement in the mail. Additional terms relating to pricing, billing and payment which are an integral part of this Agreement are contained in your service plan details. We reserve the right to correct and charge under-billed or unbilled amounts for a period of 90 days after (i) any incorrect statement was issued or (ii) a statement should have been issued. Payment of the outstanding balance is due in full each month.

(c) **Late Payment.** If your payment is not received by us by its due date or your payment is returned, (a) we may suspend your Services or terminate this Agreement without notice, and/or (b) we may charge you administrative late or nonpayment fees equal to the greater of (i) 1.5% of the amount due per month, or (ii) \$10.00, except such charge will not exceed the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full. If your payment fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) \$15.00, or (ii) the maximum amount permitted under applicable law. You acknowledge these fees are not interest or finance charges and are reasonably related to the actual expenses we incur due to nonpayment.

3.2 Card and EFT Payment Authorization. You agree GPC can automatically collect these fees through either a Card Payment or EFT Payment. By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by GPC. You agree the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. Each time you provide GPC with an EFT Payment, you consent to GPC verifying with a consumer reporting agency or other third party that the bank account you provided is valid, available and acceptable to GPC for electronic payments on your billing account. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. If you fail to provide us with any of the foregoing information, you agree GPC may continue charging you for any Service provided under your account. Your card issuer may also contact GPC and notify us of changes to your billing account, and you hereby authorize GPC to update your billing account based upon such notice. In addition to administrative fees you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us. Your card issuer

agreement governs use of your credit or debit card in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree Viasat and GPC will not be responsible for any expenses you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

3.3 Billing Errors, Partial Payments and Collections. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact GPC's billing department. **You must contact us within 45 days of receiving the statement on which the error or problem appeared.** We will make a statement available to you for each billing cycle showing payments, credits, purchases and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we may accept them without waiving any of our rights to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money you owe us or to assert any other right we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

3.4 Reactivation. To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed 1 year of monthly fees. Any amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

3.5 Credit Inquiries and Reporting. You authorize us to make inquiries and to receive information about your credit experience from others, including, without limitation, credit reporting agencies, to enter this information in your file and to disclose this information concerning you to third parties for reasonable business purposes. You authorize us to report both positive and negative information about your payment history to any credit reporting agencies.

4. Modifications, Rights of Cancellation or Suspension.

4.1 Modification of this Agreement. Upon notice published on the website applicable to your Service (www.exede.com or www.viasat.com/wildblue or www.gpc.com), we may modify this Agreement, including, without limitation, our pricing and billing terms. We may also notify you by email or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 and stop using the Service within 5 days after the effective date of such modifications. Your continued use of the Service after this 5-day period constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring any termination fee, by calling us within 30 days after the first statement reflecting such changes.

4.2 Modification of the Service. GPC or Viasat may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including, without limitation, access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content that we or one of our vendors provide to you in connection with the Service. If we undertake any of these changes, we may notify you by email, posting a notice on one or more of the Viasat websites or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service prior to the effective date of the changes. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use, Data Allowance, Bandwidth Usage, and Unlimited Data Policies, including, without limitation, actions to (a) prevent unsolicited bulk emailing from entering or leaving any email account or the network email system, (b) delete email messages if your email account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process email or instant messages due to space limitations, (d) make available to third parties information relating to Viasat or its customers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to email due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption.

4.3 Termination by Customer. Subject to your payment of any applicable termination fee and the monthly fees for the full billing cycle in which termination occurred, you may terminate this Agreement and discontinue your Service upon giving GPC 15 days written or telephone notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and we will not provide a pro-rata refund for any prepaid fees regardless of when your Service is terminated. In limited circumstances, we may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and we will not provide a pro-rata refund for any prepaid fees regardless of when your Service is suspended. We do not accept notices of termination or suspension via email or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by email. Once your account is terminated, you will no longer have access to any of the web or email services provided to you as part of the Service.

4.4 Termination or Suspension by Us. We reserve the right in our sole discretion to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. If we terminate or suspend your Service because you have or a user of your account has breached this Agreement or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive the Service and we will not provide a pro-rata refund for any prepaid fees regardless of when your Service is terminated or suspended.

5. Permitted Use and Restrictions on Use.

5.1 Software License. Subject to the terms of this Agreement, we grant to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Viasat (including any updates) only for the purpose of accessing the Service (“Software”) on any computers on which you are the primary user or which you are authorized to use. Viasat’s Privacy Policies provide important information about the Software applications we utilize. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Viasat. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Viasat or GPC of this Agreement and the license. You agree you shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

5.2 Restrictions on Use of The Service. You agree to comply with Viasat’s Acceptable Use Policy, Data Allowance Policy, Bandwidth Usage Policy, and Unlimited Data Policy applicable to your service located at www.exede.com/legal and www.viasat.com/legal, all of which are incorporated into and made a part of this Agreement. We reserve the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. You do not own or have any rights (other than those expressly granted to you) to a particular IP address, even if you utilize a static IP address.

5.3 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g., via wi-fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an internet service provider or for any business enterprise or purpose, or as an end-point on a non-Viasat local area network or wide area network, unless specifically authorized in writing by Viasat. Other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy or any other Viasat policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your residence.

5.4 No Unauthorized Use of Equipment or Software. You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, Software, or Service or permitting any other person who is not authorized by Viasat to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

5.5 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service, and this Agreement.

5.6 Security. You agree to take reasonable measures to protect the security of any devices you connect to the internet through the Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree if your computer or an internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, we may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. Although Viasat has no obligation to monitor the Services or its network, Viasat and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Viasat network, the Services and other users of the Services. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such devices.

5.7 Responsibility of Customer. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Services, and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may terminate your Service.

If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify us immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

6. **Equipment.** If you purchased your Equipment, the terms of sale applicable to the Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, Viasat's limited warranty (available at www.viasat.com/legal) and service plan, if any. In addition, the Equipment contains software and/or other intellectual property which is subject to license agreements. Any breach of such license agreements constitutes a breach of this Agreement.

7. **Warranties and Limitations of Liability.**

7.1 **Disclaimer of Warranties.** YOU EXPRESSLY AGREE USE OF THE SERVICE IS AT YOUR SOLE RISK. VIASAT, GPC, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS AND THIRD PARTY CONTENT PROVIDERS (COLLECTIVELY "PARTNERS") DISCLAIM ANY AND ALL WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AS WELL AS ANY AND ALL WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE AND ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU ARE DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. VIASAT, GPC, AND THEIR PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY VIASAT, GPC, OR THEIR PARTNERS SHALL CREATE A WARRANTY, NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE VIASAT PROVIDES CUSTOMERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, VIASAT, GPC, AND THEIR PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. VIASAT, GPC, AND THEIR PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY CONCERNING EQUIPMENT PURCHASED BY YOU GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

7.2 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VIASAT NOR GPC NOR ANY OF THEIR PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF (i) USE OF THE SERVICE, (ii) INABILITY TO USE THE SERVICE, (iii) ANY ANCILLARY PRODUCTS OR SERVICES PROVIDED OR SOLD TO YOU, OR (iv) ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT THE MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY OF VIASAT, GPC, AND THEIR PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO GPC FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

7.3 **Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if GPC, Viasat, or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your Equipment, which is governed by your purchase agreement or other documents evidencing such sale and, if applicable, Viasat's limited warranty and service plan, if any.

7.4 **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons, including, without limitation, weather conditions at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your home. We are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree the Service is not intended to be, nor should it be used as, your primary or "life-line" telecommunications service.

7.5 **Indemnity.** You agree to indemnify, defend, and hold us harmless against all claims, liability, damages, costs and

expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

7.6 Third Party Beneficiaries. The provisions of this Section 7 are for the benefit of GPC, Viasat, and their respective Partners, contractors, information or content providers, service providers, licensors (including the National Rural Telecommunications Cooperative), employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

8. General.

8.1 Call Monitoring and Recording. For quality assurance, Viasat records and/or monitors telephone calls and online chat sessions between its customers and Viasat agents, employees and/or its affiliates regarding the Services. By using the Service, you (and anyone calling or otherwise contacting Viasat with regard to your account) consent to any and all call and online chat session recording and monitoring performed by Viasat or its agents, employees and/or its affiliates.

8.2 Contact Information. You agree by entering this Agreement and providing Viasat with your wireless phone number and/or any other telephone number and/or your email address, Viasat or its agents may contact you for: (a) any account-related issues by calling or texting you at such numbers using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals, and/or (b) for any account-related issues or for marketing purposes by sending an email to such email address. The consent provided here continues even if your Service terminates. If you do not wish to receive marketing emails, you may follow the opt-out instructions contained in any such email by making an opt-out request or by visiting www.exede.com/opt-out.

8.3 Applicable Law. This Agreement is made in the State of Nebraska. This Agreement and all the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Nebraska, in the United States, excluding conflicts of law provisions.

8.4 Dispute Resolution. To expedite resolution of issues and control the cost of disputes, you and GPC/Viasat agree any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: the parties will first try to resolve any Claim informally. Accordingly, neither party may start a formal proceeding until at least 60 days after one notifies the other of a Claim in writing ("Notice"). You will send your Notice to the address on the first page of this Agreement to the attention of the Legal Department and we will send our Notice to your billing address. If the parties are unable to resolve the Claim within 60 days after Notice is received, then the parties agree to arbitrate **any and all Claims** between the parties. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Any Claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
- Any Claims that arose before this Agreement or any prior agreement between the parties;
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or
- Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. YOU AGREE BY ENTERING THIS AGREEMENT, YOU AND GPC/VIASAT EACH WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AND/OR A TRIAL BY JURY. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Consumer Arbitration Rules (collectively, the "Arbitration Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by contacting the Viasat Legal Department. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Any arbitration hearings shall take place at a location which is reasonably convenient to the parties. During the arbitration, no party shall disclose to the arbitrator the amount of any settlement offer made by any other party, until after the arbitrator determines the amount, if any, to which the parties are entitled. If your claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of \$5,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related

to the arbitration shall be governed by the Arbitration Rules. In such case, you agree to reimburse GPC/Viasat for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU AND GPC/VIASAT AGREE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, the arbitrator may not consolidate more than one person's Claim and may not otherwise preside over any form of a representative or class proceeding, unless all parties otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree if Viasat makes any future change to this Dispute Resolution provision during your Service, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within 1 year after the claim or cause of action has arisen or it will be barred.

8.5 Notices, Disclosures and Other Communications. Where notification by us is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, email or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by us shall be admissible in judicial, arbitration, or administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us of any change in your credit card information, email or postal address by calling GPC customer service.

8.6 Construction and Delegation. If any term of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

8.7 Miscellaneous. We may enforce or decline to enforce any or all the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement which by their nature should continue shall survive any termination of this Agreement.

8.8 Assignment of Account. We may sell, assign, pledge or transfer this Agreement (including any addendum to this Agreement), your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

8.9 Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you, GPC and Viasat, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.

EXHIBIT A
DATA USAGE AND VIDEO STREAMING QUALITY EXPLANATIONS

Residential Internet Service Plans			
"Exede Classic Plans"		Exede Classic	Exede Classic
Measured over a fixed monthly period	Data Allowance (Combined Upload and Download)	10 GB	15 GB
"Unlimited Data Plans"		Bronze 12, Bronze 25, Silver 12, Silver 25, Gold 12, Gold 30, Gold 50, Platinum 100 (purchased on or after February 13, 2018)	
Measured over a fixed monthly period	No Data Allowance	<p>Depending on the specific unlimited data service plan available at your location, after you use a certain amount of data during your monthly billing period (as detailed below), Viasat may prioritize your data behind other customers during network congestion, which will result in slower speeds. For complete details, see Unlimited Data Policy, which you can view at www.exede.com/legal.</p> <ul style="list-style-type: none"> Bronze 12 (after 35 or 40 GB of data usage); Bronze 25 (after 35 GB of data usage); Silver 12 (after 45 or 60 GB of data usage); Gold 12 (after 65 or 100 GB of data usage); Silver 25 (after 60 GB of data usage); Gold 30 (after 100 GB of data usage); Gold 50 (after 100 GB of data usage); and Platinum 100 (after 150 GB of data usage). To view your specific service plan details (including the amount of data you may use before Viasat prioritize your data behind other customers during network congestion), log into your account at http://account.viasat.com. 	

Video Data Extender
<p>All Essential 10, Evolution, Liberty, Freedom, Basic 12, Basic 25 and Exede Classic plans 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 on by default. You can turn the Video Data Extender off or on at any time by visiting http://account.viasat.com.</p>

SERVICE ASSURANCE PLAN ADDENDUM

This Service Assurance Plan Addendum is between you and GPC and is separate and different from any other commitment you may have made with GPC and is fully enforceable under these terms.

1. **Applicability.** If you subscribe to the Service Assurance Plan, the terms of this addendum apply to you.

2. **Plan Services.**

A. **Service Calls.** If you have trouble with your Equipment that GPC, in its sole discretion, determines requires a service call to resolve, GPC will waive GPC's standard service call charge.

B. **Antenna Re-Pointing.** If GPC, in its sole discretion, determines the antenna included with your Equipment requires re-pointing, GPC will re-point your antenna at no charge.

C. **Wiring Reconnection/Repair/Replacement Service.** If GPC, in its sole discretion, determines there is a problem with the wiring that connects the antenna and the modem included with your Equipment, GPC will, at GPC'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 reconnections/repairs/replacements involving non-standard installations.

D. **Relocation Service.** At your request, or if GPC, in its sole discretion, determines it is required for you to continue receiving Internet Service, GPC will remove and reinstall on your premises the antenna and transceiver included with your Equipment for the price of \$99.00. Antenna and transceiver relocation service is limited to one relocation per year at the same residential address at which you then receive Internet Service. This does not include relocation of your Equipment to a new residential address. A charge may apply to relocations involving non-standard installations.

3. **Term and Cancellation.**

A. **Term.** Your Service Assurance Plan begins on the day you subscribe to the Service Assurance Plan and remains in effect for as long as you continue to subscribe to the Service Assurance Plan, remain in good standing with GPC, and comply with the terms and conditions of the Agreement (including the terms and conditions of this addendum).

B. **Termination or Suspension by GPC.** GPC may immediately, without notice, suspend or terminate your subscription to the Service Assurance Plan: (i) if your Internet Service is cancelled, terminated, or suspended; (ii) if you do not timely pay GPC any amount due or payable in connection with this Agreement; or (iii) if a hazard or danger to person or property prevents GPC from performing any work during a service call, as determined by GPC in its sole discretion.

C. **Termination by You.** The Service Assurance Plan is optional and you may terminate your Service Assurance Plan at any time by calling GPC customer service. If you terminate your Service Assurance Plan during your monthly billing period, you will receive a prorated refund of the Service Assurance Plan fee you prepaid for the month in which you terminate your Service Assurance Plan. If you terminate your Service Assurance Plan within 90 days after subscribing, GPC may charge you for any service call charges that would have been applicable to you if you had not subscribed to the Service Assurance Plan. Additionally, if you terminate your subscription to the Service Assurance Plan, you may not be eligible to re-subscribe for a period of at least 180 days following termination, as determined by GPC in its sole discretion.

4. **Exclusions.** This Service Assurance 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 Service Assurance Plan does not apply to any of the following:

- Any Equipment problems existing prior to the beginning of your Service Assurance Plan;
- 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 GPC;
- 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.C of this addendum;
- Equipment located outside of GPC's service area;
- 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 or 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.D. of this addendum.

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

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

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

TECH HOME ADDENDUM

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

1. **Tech Home.** Tech Home is an online chat-based and remote access service offered by GPC to attempt to assist qualifying customers with certain technical issues they may be experiencing with their personal computers, wireless routers, or other devices supported by Tech Home (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 Tech Home, GPC will make commercially reasonable efforts to attempt to resolve that technical issue. However, Tech Home may not be able to resolve your technical issue. GPC makes no representation, warranty or guarantee, whether express or implied, that Tech Home will resolve your technical issue. You acknowledge and agree the Supported Devices may change from time to time and your device may not be supported by Tech Home in the future even if it was supported by Tech Home in the past. Notwithstanding any provision in this addendum or the Agreement to the contrary, you or GPC may terminate any Tech Home support session at any time for any reason.

2. **Representation and Warranty/Indemnity.** BY RECEIVING TECH HOME, YOU REPRESENT AND WARRANT YOU OWN THE APPLICABLE SUPPORTED DEVICES OR ARE EXPRESSLY AUTHORIZED BY THE OWNER OF THE APPLICABLE SUPPORTED DEVICES TO ACCESS AND MAKE CHANGES TO SUCH SUPPORTED DEVICES AND ANY AND ALL ITEMS CONNECTED (INCLUDING, WITHOUT LIMITATION, VIA A WIRELESS CONNECTION) TO SUCH SUPPORTED DEVICES (E.G., A PRINTER) (EACH, A “CONNECTED ITEM”). YOU HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GPC AND EACH OF GPC’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 Tech Home, you hereby authorize GPC to remotely access your Supported Devices. This means: (a) GPC may have access and control of your Supported Devices and Connected Items, and (b) you may be providing GPC with access to files that reside on your Supported Devices and Connected Items. You are solely responsible for closing any confidential or personal files open on your Supported Devices and Connected Items prior to providing GPC with remote access to such Supported Devices and Connected Items. Except as set forth in Section 8.1 of the Agreement, in order to provide Tech Home, GPC does not expect to: (i) make any copies or downloads of the data on your Supported Devices or Connected Items, or (ii) retain any information accessed from your Supported Devices or Connected Items.

4. **Software Download.** In order to enable remote access during each support session, you must download and install software made available to you by or on behalf of GPC. You agree you will: (a) not use such remote access software for any purpose other than to receive Tech Home on your Supported Devices, and (b) completely uninstall such remote access software from your Supported Devices prior to the end of each support session as instructed by GPC.

5. **Disclaimer.** GPC SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING AS A RESULT OF YOUR RECEIVING TECH HOME: (A) DAMAGE TO, LOSS OF OR FAILURE OF, ANY SOFTWARE, PROGRAM OR DATA RESIDING ON YOUR SUPPORTED DEVICES OR CONNECTED ITEMS, OR (B) DAMAGE TO, OR FAILURE OF, YOUR SUPPORTED DEVICES, CONNECTED ITEMS 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 DEVICES AND CONNECTED ITEMS, IMMEDIATELY BEFORE EACH SUPPORT SESSION AS A PRECAUTION AGAINST POSSIBLE DAMAGE TO, OR LOSS OF, SUCH SOFTWARE, PROGRAM OR DATA. GPC SHALL NOT BE LIABLE FOR YOUR FAILURE TO SUCCESSFULLY AND COMPLETELY BACK UP ALL SOFTWARE, PROGRAMS AND DATA ON YOUR SUPPORTED DEVICES OR CONNECTED ITEMS, AS DESCRIBED IN THIS SECTION 5.

6. GPC SHALL NOT BE RESPONSIBLE FOR CIRCUMSTANCES AND CAUSES BEYOND GPC’S CONTROL, SUCH AS NATURAL OR MANMADE DISASTERS OR SITUATIONS SUCH AS POWER OUTAGES OR TECHNICAL EQUIPMENT FAILURES THAT PREVENT GPC FROM RESOLVING THE TECHNICAL ISSUE FOR WHICH YOU SEEK TECH HOME.

EQUIPMENT LIMITED WARRANTY

This Equipment Limited Warranty ("Warranty") applies only to Viasat Equipment that has been purchased by customer. To the extent permissible, GPC agrees to pass on the benefits of this Warranty on to the customer.

Viasat, Inc. ("Viasat") manufactures (or has manufactured by a third party) its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Viasat warrants that the following hardware products supplied by Viasat to you will be free from defects in materials and workmanship: the satellite modem, power supply and outdoor unit (including the antenna and the transceiver). For all equipment installed on or after January 13, 2008, the limited warranty term is two years, beginning on the date of installation of the equipment. For all equipment installed prior to January 13, 2008, the limited warranty term is one year, beginning on the date of installation of the equipment.

This limited warranty does not cover damage or affected operation of covered equipment resulting from external causes, including accident, acts of God, abuse, vandalism, misuse, problems with electrical power, servicing not authorized by Viasat, unauthorized disassembly or opening of components (including the modem or transceiver), usage not in accordance with product instructions, failure to perform reasonable required preventive maintenance, and problems caused by use of parts and components not supplied by Viasat. This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a Viasat system after the system is installed by Viasat; accessories or parts added to a Viasat system through Viasat's system integration department; and accessories or parts that are not installed at the factory.

During the limited warranty period, Viasat will repair or replace covered products covered that are returned to Viasat's designated address. To request limited warranty service, you must contact Viasat's Customer Care department, toll-free, at (866) 945-3258 within the limited warranty period. If service to the satellite modem or power supply is required pursuant to the limited warranty, Viasat will ship new or reconditioned replacement products to your address in the continental US, freight prepaid. Viasat also will enclose pre-paid shipping materials and you must use this packaging to ship the defective product(s) back to Viasat's designated address. If you do not do so, or if the returned merchandise is not received in good condition (less the repair issue for which you originally sought limited warranty service) you will be responsible for paying the full list price of the equipment that was sent as a replacement.

If your Viasat-supplied outdoor unit requires service under this limited warranty, Viasat will not charge for any labor costs incurred to repair or replace it (or any component of it) within the first 90 days after the initial installation. After this period, Viasat will cover the cost of the new equipment, but the on-site labor cost must be paid by you. Viasat will provide on-site labor at its standard rates and an estimated charge can be given prior to the work, based on the type of the replacement. If your satellite dish needs to be re-pointed after the first 90 days of service, standard on-site labor charges will apply.

Viasat owns all parts removed from repaired products. Viasat uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If Viasat repairs or replaces a product, its limited warranty term is not extended.

THIS 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 HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

VIASAT DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to Viasat's limited warranty only. For provisions of any service plan covering your system, refer to the separate service contract for that plan.