

## Exede Dealer Application

Business Name: \_\_\_\_\_

Contact Name (First and Last Name): \_\_\_\_\_

Phone Number (with area code): \_\_\_\_\_

Dealer Email: \_\_\_\_\_

DSI Territory Manager: \_\_\_\_\_

DSI Account #: \_\_\_\_\_

**Is this a Fast Track application?**

Yes  No

**Do you have a Valid Insurance Certificate?**

Yes  No

**Does Insurance list DSI & ViaSat as Certificate Holders?**

Yes  No

**Have you read and signed the Dealer Agreement?**

Yes  No

**Included ACH, Voided Check, and W-9 Tax forms?**

Yes  No

## Dealer Agreement

This Dealer Agreement (this "Agreement"), effective on the date signed by ViaSat below (the "Effective Date"), is between ViaSat, Inc., located at 349 Inverness Drive South, Englewood, CO 80112 ("ViaSat") and the Dealer identified below:

<b>Print Full Legal Name of Dealer:</b>	
<b>D/B/A</b> (if applicable)	
<b>Street Address:</b> Must state street address and/or a P.O. Box	
<b>City, State, and Zip Code:</b>	
<b>Service Area:</b> State "nationwide" or identify state(s)	
<b>Dealer's Primary Phone No.</b>	
<b>Dealer's Primary Email Address</b>	
<b>Type of Business Entity</b> (please check box):    State where formed: _____	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship	
<b>Type of Dealer</b> (please check box):	
<input type="checkbox"/> <b>Self-Installing Dealer</b> <input type="checkbox"/> <b>Sales-Only Dealer</b> <input type="checkbox"/> <b>Combo Dealer</b>	
Dealer handles all                      Dealer performs <b>no</b> Installations            Dealer performs Installations and Service Installations and Service            or Service Calls itself                      Calls in certain areas, but not in other areas. Calls	
<b>For Combo Dealers Only:</b> Please state the service area in which you perform Installations and Service Calls.	
<b><i>DO NOT SIGN BELOW IF YOU HAVE NOT RECEIVED SECTIONS 1 THROUGH 11 AND SCHEDULES A THROUGH F OF THIS AGREEMENT. By signing below, Dealer certifies that it has received all of the pages of this Agreement and agrees to its terms.</i></b>	

\_\_\_\_\_

**(Print Legal Name of Dealer)**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Tax I.D. Number: \_\_\_\_\_

**ViaSat, Inc.**

By: \_\_\_\_\_

Pamela J. Strauss  
Associate General Counsel

Effective Date: \_\_\_\_\_  
(ViaSat will affix the date.)

**Sign and send this original page to DSI per its instructions. All fields must be completed. A copy signed by ViaSat will be returned to you for your records.**

DSI Branch #: \_\_\_\_\_                      DSI Region: \_\_\_\_\_

## **Terms and Conditions of Dealer Agreement**

### **Section 1. Term.**

The initial term of the Agreement begins on the Effective Date and expires one year later, unless sooner terminated as provided under this Agreement. This Agreement shall automatically renew after the initial term on a month-to-month basis unless either party provides notice to the other party of its intent not to renew this Agreement at least thirty days prior to the end of the initial term or any renewal term.

### **Section 2. Appointment.**

- 2.1 Non-Exclusive Agent.** ViaSat appoints Dealer as a non-exclusive Dealer to market, promote and solicit orders for the CPE and ViaSat Services to end users in the United States. Dealer is only authorized to solicit Orders from Qualified Subscribers who will receive ViaSat Services at Residential/SOHO Locations, and at the Packages and prices as set forth on ViaSat's dealer portal or on the then-current Schedule C. During the Term, Dealer shall have the right to hold itself out to the public as a Dealer only at those locations provided to ViaSat under Section 2.4, and for so long as it is fulfilling all the requirements set forth in this Agreement.
- 2.2 Sales Agent.** Dealer may utilize a Sales Agent to promote and sell the ViaSat Service, provided that the Sales Agent's authority is limited to acting on behalf of Dealer and in accordance with this Agreement. Dealer shall ensure that Sales Agents strictly comply with all obligations relating to Sales Agents in the ViaSat Consumer Brand Marketing Guidelines, available on the dealer portal. Dealer shall remain responsible and liable for its Sales Agents' acts and omissions in connection with the ViaSat Service. Sales Agents shall have no authority to enter into Customer Agreements or any other agreement under which ViaSat Service is provided, and any Subscribers solicited by a Sales Agent are the sole responsibility, contractually and otherwise, of Dealer.
- 2.3 Reservation of Rights.** Dealer expressly acknowledges and agrees that the rights granted to Dealer do not include any distribution or resale rights and that Dealer is authorized only to solicit, offer and sell ViaSat Services and lease CPE to end users of the ViaSat Services. Nothing in this Agreement shall be deemed or construed to (i) restrict in any manner the right or ability of ViaSat to provide ViaSat Services and CPE itself or through other parties; (ii) confer any exclusive territory or other rights to Dealer; or (iii) guarantee any minimum number of payments or commissions or other forms of revenue. Dealer acknowledges and agrees that it may not realize any business or revenue as a result of its participation in this Agreement.
- 2.4 Business and Online Locations.** Upon execution of this Agreement, Dealer shall provide a list, updated from time to time, of the addresses of all (i) physical locations and websites from which Dealer markets or sells the ViaSat Service; and (ii) the name and physical location of all Sales Agents. Dealer agrees that ViaSat may include Dealer's name and each address provided on ViaSat's list of dealers made available on ViaSat's website, included in ViaSat's advertisements or otherwise communicated to the public.

### **Section 3. Dealer Obligations.**

- 3.1 Training.** Dealer will maintain a sufficient number of capable Dealer sales personnel having the training necessary to market and sell the ViaSat Services and lease the CPE in a knowledgeable and professional manner, as reasonably determined by ViaSat. If offered by the Master Agent, Dealer must personally participate in and successfully complete a sales training session.
- 3.2 Marketing and Sales Activities.**
- (i) All marketing and sales activities shall be at Dealer's cost and shall strictly comply with the ViaSat Consumer Brand Marketing Guidelines, available on the dealer portal. All paid search activities shall be in accordance with ViaSat's policies including the ViaSat Paid Search Advertising Policy.
  - (ii) Subject to the terms and conditions of this Agreement, ViaSat hereby grants to Dealer a non-exclusive, non-transferable, revocable, limited license to use ViaSat's trademarks and service marks containing the terms "ViaSat", "WildBlue" and "Exede" and such other terms as ViaSat may from time to time expressly in writing permit Dealer to use solely to promote the sale of the ViaSat Services in accordance with this Agreement and the ViaSat Consumer Brand Marketing Guidelines.
- 3.3 Order Solicitation.** Dealer shall make commercially reasonable efforts to solicit Orders from Qualified Subscribers for ViaSat Services and CPE. Dealer shall use its best commercial efforts to promote and enhance ViaSat's reputation and goodwill, and shall not induce or solicit ViaSat Subscribers to switch to any other high-speed internet access provider, if doing so would cause the ViaSat Subscriber to terminate its existing contractual relationship with ViaSat. Dealer shall allow only its employees (and not independent contractors, sub-agents or other persons) and Sales Agents to solicit, take or transmit any Orders unless Dealer first obtains ViaSat's prior written consent (including e-mail authorization) to the use of such other person or entity, which consent may be withheld in ViaSat's sole discretion. For Self-Installing Dealers, Dealer shall order all CPE through its agreement with the Master Agent. All Orders are subject to acceptance or rejection by ViaSat in its sole discretion. **Dealer shall notify each prospective Subscriber of the applicable minimum term and early termination fee prior to submitting each Order.**
- 3.4 CPE Installation.** Dealer must arrange for the Installation of each Order placed as follows:
- (i) If Dealer is a Self-Installing Dealer, Dealer is fully responsible for arranging and ensuring that each Installation and Service Call is performed by a ViaSat-Certified Installer in accordance with the Specifications.
    - (a) If a Self-Installing Dealer utilizes a ViaSat-Certified Installer who is a third party contractor (instead of one of Dealer's employees or Dealer itself), then such Dealer must have a written agreement with the ViaSat-Certified Installer, under which the ViaSat-Certified Installer is obligated to comply with the Specifications and all other applicable requirements.
    - (b) Dealer remains fully responsible for any services performed by the ViaSat-Certified Installer, and for all liability arising out of such performance.

- (c) Upon request by ViaSat, a Self-Installing Dealer shall provide ViaSat with a complete list of all ViaSat-Certified Installers it utilizes for Installations and Service Calls.
- (ii) If Dealer is a Sales-Only Dealer, all Installation and Service Call support for each Order taken by Dealer shall be referred to ViaSat or its designated third party provider.
- (iii) If Dealer is a Combo Dealer, then Dealer shall refer Installation and Service Call support to ViaSat or its designated third party provider for Orders that are outside of the areas designated on page 1 of this Agreement as services areas in which the Combo Dealer performs Installations. Dealer shall have the obligations of a Self-Installing Dealer under this Agreement for all other Orders.
- 3.5 Service Obligations.** For all Self-Installing Dealers, the following obligations apply:
- (i) Dealer must provide all New Subscribers with a 90-day warranty against defects in Installation. Dealer is responsible, at its cost, for remedying (or arranging for a ViaSat-certified installer to remedy) defects covered under the warranty and Dealer may be charged back under Section 5.8 for any cost incurred by ViaSat in remedying a defective Installation during the first year after Installation, whether discovered through an audit or otherwise.
- (ii) Dealer is required to respond to Service Calls for Subscribers installed by Dealer, regardless of whether the service call is performed within the first 90 days after Installation or thereafter.
- (iii) Dealer acknowledges and agrees that either ViaSat or the Master Agent may enforce Dealer's responsibilities relating to performing Installations and Service Calls. Current compensation rates for Service Calls and Installation work are set forth in Schedule B and posted on the dealer portal and are subject to change from time to time upon notice by ViaSat.
- 3.6 Prohibition on Side Deals.** Dealer is strictly prohibited from entering into any contract or arrangement with a Subscriber that is in any way related to the ViaSat Service. For example, Dealer may not attempt to have a Subscriber commit to directly paying Dealer a termination fee if the Subscriber terminates or breaches the Customer Agreement and Dealer may not offer a service plan unless it is ViaSat-approved. In addition, Dealer may not charge Subscribers for shipping, handling or similar costs associated with an Order (except that Dealers servicing Alaska and Hawaii may charge customers a reasonable shipping fee commensurate with their actual shipping costs incurred) unless expressly authorized by ViaSat, including an authorization on the dealer portal.
- 3.7 Dealer Conduct.** Dealer will: (i) conduct its business in a manner that reflects favorably at all times on ViaSat Services and CPE and the good name, good will and reputation of ViaSat; (ii) refrain from deceptive, misleading or unethical practices that are or might be detrimental to ViaSat; (iii) make no representations, warranties or guarantees as to the ViaSat Services or CPE that are inconsistent with the sales materials distributed by ViaSat; (iv) comply with all Laws; and (v) not attempt to induce any Subscriber to breach the agreement under which it receives such services, including breach of minimum term obligations. Dealer shall not condition, tie or

otherwise bundle any purchase of a Package with the purchase of any other products and services, other than as specifically agreed to in writing by ViaSat in advance.

- 3.8 Policies and Insurance Requirements.** Dealer must comply with (i) all ViaSat policies issued by ViaSat from time to time and posted on the dealer portal; and (ii) all ViaSat insurance requirements set forth in Schedule E. Material breach of any of the policies or failing to comply with ViaSat's insurance requirements is a material breach of this Agreement.

**Section 4. Payment and Pricing.**

- 4.1 Payments.** All ViaSat payment obligations to Dealer as well as funds to be collected or withheld from Dealer may be handled either by ViaSat directly or by ViaSat's designated Master Agent or other third party payment processor, to be determined at ViaSat's sole discretion. References throughout the Agreement to ViaSat payments and amounts to be collected or withheld by ViaSat shall be treated accordingly.

**4.2 Pricing.**

- (i) **Subscriber Fees.** ViaSat shall have the sole right to establish all monthly retail ViaSat Service fees, CPE lease fees, and any additional fees, including any reconnection fees, early termination fees, and fees for other ViaSat Services.
- (ii) **Installation Fee.** Self Installing Dealers shall purchase the CPE from the Master Agent and then install the CPE for each New Subscriber. Upon activation of the Service, title to the CPE shall transfer to ViaSat. In consideration for the Installation services performed by the Self Installing Dealer, ViaSat shall pay Dealer the Installation Fee set forth in Schedule B. In consideration for the transfer of the title of the CPE to ViaSat, ViaSat shall pay Dealer the Equipment Reimbursement Fee set forth in Schedule B.

- 4.3 Changes to Packages.** ViaSat, in its sole discretion, may revise Subscriber fees and any and all aspects of the service offering for each Package by providing an updated Schedule C or posting revised Package information on the dealer portal. Any changes shall be effective immediately upon notification by ViaSat, unless ViaSat notifies Dealer of a different effective date.

- 4.4 Dealer Prohibited from Collecting Fees.** Dealer shall not under any circumstances collect or attempt to collect any monthly ViaSat Service fees, CPE lease fees, Installation fees, Upgrade fees or Service Call fees from Subscribers. The sole exception to this is that SI Dealers may collect from New Subscribers for non-standard ancillary installation work agreed upon between the Subscriber and the Dealer and performed by the Dealer. Recommended pricing for non-standard ancillary installation work is set forth in the ViaSat Installation and Service Call Standards Document on the dealer portal. If Dealer misrepresents or fails to fully disclose the prices or other terms of Packages or the Customer Agreement (including minimum term and termination fee provisions), Dealer shall pay ViaSat any amount ViaSat is required to pay, or that ViaSat reasonably decides to pay or credit any Subscriber, as a result of such misrepresentation or failure.

- 4.5 CPE Transfer Restriction.** Without ViaSat's prior written consent, Dealer shall not use, distribute, sell, transfer, offer for sale or otherwise provide the CPE for any purpose other than for providing ViaSat Services to New Subscribers. If Dealer sells

or otherwise transfers CPE to a third party entity other than to a New Subscriber, such sale or transfer shall be deemed a material breach of this Agreement. **Without prejudice to any other rights ViaSat may have under this Agreement, Dealer shall immediately pay ViaSat \$300.00 per transferred CPE.**

**Section 5. Commissions.**

- 5.1 Activation.** All sales of ViaSat Services are transactions solely between ViaSat and the New Subscriber. Prior to receiving ViaSat Services, each New Subscriber must electronically sign ViaSat's then-current customer agreement ("**Customer Agreement**") Dealer will not be eligible for applicable Commissions until ViaSat has received the executed Customer Agreement.
- 5.2 Commissions.** For each New Subscriber who activates ViaSat Services (and, in the case of a Recovery Act Eligible Subscriber, stays active for at least 31 days), as a result of an Order placed through Dealer during the Term, Dealer is eligible for Commissions as set forth in Schedule B.
- 5.3 Commission Rates.** ViaSat, in its sole discretion, shall determine the commission rates to be paid to Dealer. ViaSat shall be entitled to modify Schedule B from time to time in its sole discretion by giving Dealer notice of any such change. Any changes shall be effective immediately and shall apply to all orders for ViaSat Services placed on or after such date, unless ViaSat notifies Dealer of a different effective date upon notification. If Dealer does not consent to the changed rate(s), Dealer may terminate this Agreement in accordance with Section 8.3 and prior to the effective date of termination, the original rates will remain in effect.
- 5.4 Dealer Disputes.** Unless otherwise directed by ViaSat, (i) in the case of Self-Installed Sales, Dealer must notify the Master Agent in writing no more than 15 days after the date of a Commission statement of any dispute or error in such Commission statement; and (ii) in all other cases Dealer must notify ViaSat directly within such 15 day time period. ViaSat will make a reasonable effort to review all Commission disputes within 30 days of its receipt of Master Agent's or Dealer's notification, as the case may be, and any appropriate corrections or adjustments will be reflected in the next Commission statement delivered by ViaSat. Dealer agrees that in no event shall ViaSat have any liability under this Agreement for any Commissions not received by Dealer as a result of an error in any way attributable to: (i) any bank or financial institution; (ii) Dealer; or (iii) any other person or entity outside of ViaSat's direct control. No payment to Dealer under this Agreement, whether in full or in part, shall be deemed to operate as ViaSat's acceptance or admission that Dealer has complied with any provision of this Agreement.
- 5.5 Co-op Marketing Program.** Dealer may participate in ViaSat's Co-op marketing program ("**Co-op Program**") as set forth in Schedule D.
- 5.6 No Commission Obligation.** Notwithstanding anything to the contrary, Dealer shall not be entitled to any Commissions with respect to any Subscriber if: (i) ViaSat Services have been cancelled or terminated during the time frames set forth in Schedule B, Section 4(i) (to the extent of the Cancellation Fee set forth in Schedule B, Section 4(i)); (ii) payment in full for the ViaSat Services has not been received by ViaSat (Residual Commissions only); (iii) a credit or refund has been issued by

ViaSat as a result of Dealer's action or omission (to the extent of the credit or refund issued); (iv) the Subscriber would otherwise be a New Subscriber, but is already receiving any of the ViaSat Services from ViaSat or a ViaSat Wholesaler on the date of the order; (v) the New Subscriber had a ViaSat Services account with ViaSat or a ViaSat Wholesaler which had been terminated during the 90-day period prior to such New Subscriber ordering ViaSat Services from Dealer; (vi) the New Subscriber account is activated with false or fraudulent Consumer Information; (vii) Dealer fails to comply with any obligation it has with respect to Subscriber (such as compliance with the limited warranty for Installation services); (viii) ViaSat, after reasonable investigation, has determined that the Customer has made a credible complaint against Dealer with respect to Dealer's conduct toward the Subscriber or failure to comply with an obligation to Subscriber; or (ix) Dealer sold the New Subscriber a Recovery Act Package and the Rural Utilities Service later denies payment of the Subsidy to ViaSat on the basis that (a) the New Subscriber's residence is not in a rural area; (b) the New Subscriber's residence is in an area already receiving wireline broadband service; or (c) the New Subscriber disconnected satellite service in order to receive the Recovery Act Package. Notwithstanding the foregoing, if ViaSat's electronic eligibility tool for Recovery Act Packages determined that the New Subscriber's location was eligible to receive a Recovery Act Package, then Dealer shall be entitled to a Commission if Dealer otherwise meets the requirements for receiving a Commission, including compliance with all obligations relating to self-certification by subscribers of unserved status. Any Commissions paid under any of the foregoing circumstances shall be subject to recovery by ViaSat, either by offset against Commissions payable to Dealer in connection with other New Subscribers or, at the request of ViaSat, by payment from Dealer ("**Commission Overpayment**").

**5.7 Suspension or Termination.** In addition to any other rights and remedies available, ViaSat shall not be required to pay any Commissions to Dealer which would otherwise be due during any period in which Dealer is in breach or default of this Agreement, and ViaSat shall have no liability to Dealer as a result of such suspension of payment and Dealer shall have no right at any time to recoup any Commission not paid during a period of breach or default. The foregoing provisions of this subsection are without prejudice to any other rights and remedies that ViaSat may have under this Agreement, at law, in equity or otherwise, and shall survive expiration or termination of this Agreement indefinitely. In addition to any other remedies available to ViaSat, all payments of Commissions will permanently cease if ViaSat terminates this Agreement for Dealer's breach.

**5.8 Offsets.** ViaSat (or Master Agent) shall have the right, but not the obligation, to offset the following amounts from Commissions:

- (i) the amount of Commissions paid by ViaSat to Dealer which exceeded the actual amount to which Dealer was entitled, or the amount by which Dealer or its affiliates is indebted to ViaSat for any other reason.
- (ii) any Cancellation Fees owed, and any amounts that ViaSat may incur or may become liable to third parties for because Dealer or Dealer's ViaSat-certified installer has failed to perform its obligations under this Agreement, including performing Installations according to ViaSat's requirements and failure to promptly respond to Installation warranty claims.



- (iii) amounts that ViaSat deems necessary to protect itself from any loss, damage, or expense relating to or arising out of Dealer's performance, or in response to any claim or threatened claim of which ViaSat becomes aware concerning Dealer or the performance of Dealer's duties, including amounts credited to Subscribers as a result of Dealer's failure to comply with its disclosure obligations under this Agreement.

**5.9 Costs and Expenses; Sole Compensation.** Dealer acknowledges and agrees that the Commissions constitute the sole commissions or fees payable by ViaSat to Dealer for Dealer's role in soliciting orders for ViaSat Services and CPE. If ViaSat ceases paying Commissions to Dealer for a Subscriber pursuant to any of the terms of Section 5, then such Subscriber shall be deemed a "ViaSat-direct" Subscriber according to ViaSat's internal systems, and Dealer shall have no further contact or obligations with respect to such Subscriber in connection with the ViaSat Service.

## **Section 6. Warranties and Service Plan.**

**6.1 Disclaimer of Warranties.** The foregoing warranties are given in lieu of all other warranties and ViaSat expressly disclaims all other express or implied warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to any CPE or ViaSat Services, including without limitation, any content that may be accessed through any CPE and ViaSat Services. ViaSat does not guarantee that New Subscribers' use of the CPE or ViaSat Services will be uninterrupted or error-free.

**6.2 Service Plan Prohibition.** Dealer shall be solely responsible, and ViaSat shall have no liability, for any claims related to any Installation services, or any warranties Dealer makes on ViaSat's behalf regarding the CPE or ViaSat Services. Dealer may not offer any service plan, warranty protection or similar service, however denominated except that Self Installing Dealers must offer the warranty required by Section 3.5(i).

## **Section 7. Confidentiality.**

**7.1 Confidential Information.** Dealer agrees that it will receive confidential information about ViaSat and its business, including the terms and conditions of this Agreement, service and sales methods, strategies and plans, Personally-Identifiable Information of Subscribers, PCI Data of Subscribers, costs and other non-public information ("Confidential Information"). Dealer agrees not to directly or indirectly disclose, divulge, reveal, report, publish, transfer or use any Confidential Information except to the extent necessary to carry out its obligations under this Agreement. Dealer shall maintain all Confidential Information in accordance with all applicable laws and shall be responsible for the security of such information in its possession.

**7.2 Property of Disclosing Party.** Dealer agrees that all Confidential Information will be and remains the property of ViaSat. Any tangible form of Confidential Information including documents, papers, computer diskettes and electronically-transmitted information will be destroyed or returned, together with all copies, to ViaSat promptly upon termination or expiration of this Agreement.

**7.3 Subscriber Information.** All Subscribers shall be deemed customers of ViaSat for all purposes relating to the ViaSat Services and the CPE. As between Dealer and ViaSat, all Personally-Identifiable Information and PCI Data of Subscribers shall be

Confidential Information of ViaSat. Dealer shall comply with ViaSat's privacy policies as set forth on ViaSat's website with respect to information obtained from any source about Subscribers. Dealer shall not solicit Subscribers for any purpose not expressly authorized by this Agreement.

- 7.4 Credit Card Security Policies.** Dealer shall abide by ViaSat's credit card security policies and procedures and upon request by ViaSat shall provide documentation of such compliance. Dealer shall notify ViaSat in writing of any known security breaches of its system or facilities containing ViaSat Confidential Information or any other release of or unauthorized access to ViaSat Confidential Information promptly, but not later than one business day after discovery. To the extent that Dealer caused or contributed to the unauthorized access, Dealer agrees to cooperate with ViaSat and law enforcement in the preparation and transmittal of any notice which ViaSat may deem appropriate or required by law, to be sent to customers or other affected third parties regarding the known or suspected security breach, and to further take appropriate remedial action with respect to the integrity of its security systems and processes. Further, if Dealer caused the unauthorized access, Dealer shall pay for ViaSat's out of pocket expenses and Losses arising out of the unauthorized access. If Dealer contributed to but did not cause the unauthorized access, Dealer shall contribute on an equitable basis to ViaSat's out of pocket expenses and Losses arising out of the unauthorized access. Any failure by Dealer to abide by ViaSat's credit card security policies and procedures shall be a material breach of this Agreement.
- 7.5 API Integration.** If Dealer is using its own Order entry system and integrating through an API to ViaSat's back office rather than entering Orders directly into ViaSat's portal, then Dealer shall abide by ViaSat's PCI Compliance Requirements set forth in Schedule F attached hereto.

## **Section 8. Termination.**

- 8.1 Termination for Cause.** Either Party may terminate this Agreement in whole but not in part upon 15 days prior written notice, if the other Party materially breaches any term of this Agreement and, in the case of a breach capable of being cured, fails to cure such breach within the 30 day-period after receiving written notice detailing the breach.
- 8.2 Immediate Termination.** ViaSat may immediately terminate this Agreement upon written notice to Dealer (without opportunity to cure) if (i) Dealer, for more than 20 consecutive days, fails to maintain operations as a going business; (ii) Dealer falsifies any documents or forms supplied to the Master Agent, a potential or actual Subscriber, or ViaSat; (iii) Dealer fails to renew, or loses, due to suspension, cancellation or revocation, for a period of 20 days or more, any license or similar document or authority required by any Law or necessary to operate its business or perform obligations under this Agreement; (iii) Dealer directly or indirectly sells or otherwise transfers possession of the ViaSat Services or CPE to a person or entity who Dealer knew or had reason to know intended to resell or to use it, or allow others to use it, in any location other than a location permitted under this Agreement; (iv) Dealer makes any misrepresentation as to ViaSat, ViaSat Services or CPE, or breaches the provisions of Sections 3.6, 3.7 or 7; or (v) Dealer commits an incurable material breach.

- 8.3 Termination without Cause.** Either Party may terminate this Agreement without cause upon three days' prior written notice to the other party. If Dealer notifies ViaSat of its intent to (i) cease selling the ViaSat service; (ii) cease performing its contractual obligations; or (iii) terminate this Agreement, but such notice does not comply with the Section 9.3's notice requirements (for example, Dealer notifies ViaSat via a telephone call), ViaSat, at its option, may deem such notification as sufficient written notice of termination by Dealer and may terminate this Agreement on such basis.
- 8.4 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement:
- (i) All license grants set forth herein shall automatically cease, and Dealer will immediately cease (i) soliciting orders for the CPE and ViaSat Services, and (ii) all advertising, promotion, and marketing of the CPE and ViaSat Services and immediately cease to represent and/or imply to any person or entity that Dealer is an Authorized Dealer for ViaSat. Dealer must immediately take down any content referencing ViaSat, the ViaSat Services or CPE in its physical or online locations.
  - (ii) Each Party shall cease using any of the other Party's trademarks, trade names, service marks, logos or designations, and shall return or at the other Party's request, destroy, all of the other Party's Confidential Information in its possession or control in accordance with Section 7.3.
  - (iii) Dealer will receive Commissions for New Subscribers activated within 30 days after termination or expiration; provided, however, the last month's Commissions will be withheld pending final reconciliation of compensation and chargeback reserves for the 90 days following termination.
  - (iv) Dealer will continue to receive Residual Commissions due under Schedule B for paying ViaSat Subscribers for whom Dealer was receiving Residual Commissions prior to termination if (i) ViaSat terminates this Agreement without cause pursuant to Section 8.3 and Dealer was an Active Dealer in the last full calendar quarter immediately prior to termination; or (ii) Dealer terminates the Agreement for cause under Section 8.1. ViaSat shall cease paying Residual Commissions to Dealer if (iii) this Agreement is terminated by ViaSat for cause under Section 8.1; (iv) the Agreement is terminated by ViaSat without cause pursuant to Section 8.3 and Dealer was not an Active Dealer in the last full calendar quarter immediately prior to termination; or (v) Dealer terminates the Agreement without cause pursuant to Section 8.3.
  - (v) ViaSat, at its option, may re-acquire any or all CPE then in Dealer's possession at prices not greater than the prices paid by Dealer for such CPE (or, if the CPE are not in unopened factory sealed boxes, fifty percent (50%) of such prices) subject to a restocking charge of ten percent (10%) of the total purchase price of the returned CPE and Dealer paying all shipping and handling charges. Upon receipt of any CPE so re-acquired from Dealer, ViaSat shall issue an appropriate credit to Dealer's account.
  - (vi) Within 30 days after termination, Dealer shall pay ViaSat any applicable Cancellation Fees, unless ViaSat has offset any such Cancellation Fees against amounts owed to Dealer under Section 5.8 of the Agreement or otherwise. Upon notice, ViaSat may

direct that any such Cancellation Fees be paid directly to the Master Agent or other paying agent.

**8.5 No Damages for Termination or Expiration.** ViaSat shall not be liable to Dealer for damages of any kind, including incidental or consequential damages, on account of the termination or expiration of this Agreement. Dealer waives any right it may have to receive any compensation or reparations on termination or expiration of this Agreement under the law of the territory or otherwise, other than as expressly provided in this Agreement. ViaSat will not be liable to Dealer on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either ViaSat or Dealer or for any other reason whatsoever based upon or growing out of such termination or expiration. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR VIASAT TO ENTER INTO THIS AGREEMENT AND THAT VIASAT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN.

**8.6 Non-Exclusive Remedy.** The exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## **Section 9. Indemnification.**

**9.1 Mutual Indemnification.** Dealer and ViaSat agree to indemnify, defend and hold the other Party, its parent and affiliated entities, and the officers, directors, employees, partners, shareholders and agents of each of the foregoing, harmless from and against any and all Losses arising out of or caused by breach of such Party's representations, warranties, covenants, agreements and other obligations under this Agreement.

**9.2 Indemnification by Dealer.** Dealer shall indemnify, defend and hold ViaSat its parent and affiliated entities, and the officers, directors, employees, partners, shareholders and agents of each of the foregoing, harmless from and against any and all Losses that arise out of, or are incurred in connection with third party claims resulting from (i) acts or omissions committed or alleged to have been committed by Dealer or any employee, agent (including Sales Agents), subcontractor or other representative of Dealer, (ii) any contracts, debts and/or obligations made by Dealer; (iii) any claim brought by Dealer's employees or agents for compensation and/or damages arising out of the expiration or termination of this Agreement; and/or (iv) any claim, damage or other cost or liability arising from a Self-Installing Dealer's performance or failure to comply with its obligations relating to a Service Call or Installation for one of its Subscribers.

**9.3 Notice.** Promptly after receipt of any notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in respect of which the indemnified Party ("**Indemnified Party**") will seek indemnification pursuant to this Agreement from the other Party ("**Indemnifying Party**"), the Indemnified Party shall notify the Indemnifying Party of such claim in writing. No failure to so notify the Indemnifying

Party shall relieve it of its obligations under this Agreement except to the extent that it can demonstrate actual damages attributable to such failure. The Indemnifying Party may, at its option, undertake the defense of any such claim and permit the Indemnified Party to participate therein at its own expense. The settlement of any such claim by the Indemnified Party without the Indemnifying Party's prior written consent (which shall not be unreasonably withheld) shall release the Indemnifying Party from its obligations hereunder with respect to the claim so settled.

#### **Section 10. Disclaimer of Damages.**

Except for both Parties' third-party indemnification obligations, in no event shall either Party be liable to anyone for special, collateral, indirect, exemplary, incidental or consequential damages for breach of any of the provisions of this Agreement, including without limitation, provisions regarding warranties, guarantees, indemnities, and patent infringement, loss of goodwill, loss of profits, or loss of use.

#### **Section 11. General Provisions.**

- 11.1 Survival.** The following sections shall survive termination or expiration of this Agreement: Sections 3.5, 4.5, 5.4, 5.6 through 5.9, 6, 7, 8, 9, 10, 11 and Schedule A.
- 11.2 Assignment and Change of Control.** This Agreement shall not be assignable by Dealer. Any Change in Control shall be deemed an assignment requiring the prior written consent of ViaSat. Dealer shall notify ViaSat in writing 30 days prior to the effective date of any Change of Control. ViaSat may assign this Agreement. Unauthorized assignment shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties' successors and authorized assigns.
- 11.3 Modification.** This constitutes the entire agreement between the Parties and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereto. In addition to modifications permitted under Section 5.3., ViaSat may amend this Agreement upon 30-days prior written notice to Dealer, including e-mail transmission and/or notice via the dealer portal, provided, however, that Dealer shall have the right to terminate this Agreement in accordance with the terms of this subsection if Dealer does not consent to the terms of the amendment. Dealer may exercise such right of termination from the date of receipt of such written notice of amendment ("**Notice Date**") until the date which is 90 days after the Notice Date. Termination shall be effective 30 days after ViaSat receives notice of termination and the terms of the amendment shall not apply during such period. If Dealer does not provide notice of termination within such period, Dealer will be deemed to have accepted such amendment. The Parties may amend this Agreement through a written amendment signed by duly authorized representatives of both Parties, provided Dealer shall not have a right to terminate as a result of such amendment.
- 11.4 Relationship of Parties.** The Parties are independent contractors and nothing in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. Neither Party will have the authority to act or create any binding obligation on behalf of the other Party.
- 11.5 Notices.** All notices required or permitted under this Agreement will be in writing and will be deemed delivered (i) when actually delivered if delivered in person; (ii)

one day after being deposited in a recognized express, overnight delivery service; (iii) when actually received if received by confirmed facsimile and such facsimile transmission is followed by a mailed copy; (iv) three days after being deposited in the United States mail service, postage prepaid, addressed to the addresses on the first page of this Agreement; or (v) by ViaSat upon email transmission and or notice via the dealer portal. Either Party may change its address for notice purposes by notifying the other Party in accordance with this subsection. Dealer shall provide ViaSat and the Master Agent with any change in its address prior to the effective date of any such change.

- 11.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce or construe the provisions of this Agreement shall be brought in the state or federal courts in San Diego County, California, and the Parties hereby consent to the jurisdiction thereof and agree that venue is proper in such courts.
- 11.7 Review by Counsel.** Each Party acknowledges that it and its legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.
- 11.8 Waiver.** Failure by either Party to exercise any rights under this Agreement in any one or more instances will not constitute a waiver of such rights in any other instance. Waiver by a Party of any default under this Agreement will not be deemed a waiver of any other default.
- 11.9 Severability.** If any provision of this Agreement shall be declared illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.
- 11.10 Laws.** Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to Law, and wherever there is any conflict between any provision of this Agreement and any Law, such Law shall prevail; provided, however, that in such event the provision(s) of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, no other provisions of this Agreement shall be affected thereby and all of such other provisions shall continue in full force and effect.
- 11.11 No Third Party Beneficiaries.** The provisions of this Agreement are only for the benefit of the Parties hereto, and no third Party may seek to enforce or benefit from such provisions.
- 11.12 Headings.** Headings used in this Agreement are for convenience of reference only and shall not be used to interpret any aspect of this Agreement.
- 11.13 Audit Rights.** Within 10 days of a written request (including email) by ViaSat, Dealer shall provide any and all available background and account information regarding a ViaSat Subscriber for which Dealer received Commissions.
- 11.14 Electronic Signature.** The Parties acknowledge and agree that an electronic signature shall have the same effect as a handwritten signature.

## Schedule A

### Definitions

**“Active Dealer”** means a dealer who makes at least six New Subscriber activations per calendar quarter.

**“Authorized Dealer”** means a non-exclusive representative authorized to market, promote and solicit orders for the CPE and ViaSat Services.

**“Base Commission”** means the rates identified under the column heading “Base Commission” in Schedule B.

**“Change of Control”** means the (i) sale, issuance or transfer in one or a series of related transactions of the Dealer’s voting securities controlling 50% or more of the voting power of Dealer (by Dealer or any of its equity holders), (ii) the sale (in one transaction or in a series of related transactions) of all or substantially all of the Dealer’s assets or business, (iii) any merger, consolidation, business combination or other similar transaction (or series of transactions) in which the holders of Dealer’s voting equity securities prior to the transaction(s) do not control 50% or more of the voting power of the resulting entity.

**“Chargeback Fee”** is defined in Schedule B.

**“Combo Dealer”** is an SI Dealer who may also complete Sales Only Sales. A Combo Dealer is subject to all of the terms related to a Self-Installing Dealer for purposes of Self-Installed Sales and is subject to all of the terms related to a Sales Only Dealer for purposes of Sales Only Sales.

**“Commissions”** means Base Commissions, Residual Commissions, Installation Fees, Upgrade Fees, Service Call Fees and the Equipment Reimbursement Fee, each as set forth in Schedule B.

**“Consumer Information”** means the name, address, phone number, e-mail address, account number and other personally-identifying information.

**“CPE”** means the hardware (one modem and one Ka-Band outdoor unit (mount, dish, electronics)) and software provided by ViaSat (or its designated suppliers) sufficient to enable a Subscriber to receive the ViaSat Services, but excluding wiring, and Ethernet or USB network interface hardware in the Subscriber’s computer.

**“Customer Agreement”** is defined in Section 5.1.

**“Governmental Authorities”** means all international, foreign, United States, state and local governmental authorities, regulatory bodies and courts having jurisdiction over the terms of this Agreement.

**“Ineligible Purchaser”** means any individual or entity (i) known to Dealer (after reasonable inquiry) to have purchased more than five CPEs within any two year period during the Term or to have had access to more than five ViaSat Services accounts at any one time during the Term, or (b) intending to install CPE in a multi-family dwelling unit (apartments, condominiums, etc.), unless each individual dwelling unit will be charged a single fee and have an individual CPE in the same manner as single family dwellings are charged.

**“Installation”** means installation of CPE and specified wiring at a Subscriber’s premises in accordance with ViaSat’s installation specifications and requirements and activation of ViaSat Service for the Subscriber.

**“Laws”** means all applicable laws, rules, regulations, statutes, orders and ordinances of all Governmental Authorities.

**“Losses”** means all losses, costs, expenses, liabilities and damages reasonably incurred resulting from or relating to any claim, demand, settlement, litigation or final judgment, and all related reasonable and documented costs and expenses, including reasonable and documented legal fees, fines, interest and penalties.

**“Master Agent”** means the master agent designated by ViaSat to be responsible for managing certain aspects of ViaSat’s dealer relationships.

**“New Subscriber”** means a Qualified Subscriber or Recovery Act Eligible Subscriber (i) whose ViaSat Service has been activated as a result of an Order placed through Dealer pursuant to this Agreement; and (ii) who has signed the Customer Agreement.

**“Order”** means an order placed by Dealer for a potential Subscriber to purchase a Package and lease CPE, which order was solicited in compliance with the terms of this Agreement.

**“Package”** means the then-current packages, including associated pricing, for ViaSat Services, as set forth on Exhibit C or on ViaSat’s dealer portal.

**“Party”** means each party individually.

**“Parties”** means ViaSat and Dealer.

**“PCI Data”** shall include but not be limited to (i) credit card primary account number; and (ii) cardholder names, card service codes or card expiration dates when combined with the primary account number.

**“Personally-Identifiable Information”** means (i) the Subscriber’s full name, address, social security number, driver’s license number, state identification number, financial account number and bank routing number when combined with financial account number; (ii) Package subscribed for, user name and password; (iii) utilization and trending data; (iv) all information stored by Dealer for Subscribers and any other information relating to Subscribers or submitted by Subscribers. Personally-Identifiable Information shall not include information the Subscriber has placed on a website or webpage generally available to the public.

**“Qualified Subscribers”** means any potential subscriber meeting the following criteria:

- (i) the Installation address is in the U.S. and can be serviced by ViaSat, as determined by a Serviceability Check;
- (ii) the potential subscriber will be the end-user of the ViaSat Services in a Residential/SOHO Location;
- (iii) unless the potential subscriber is receiving an upgrade from Surfbeam-1 to Surfbeam-2 CPE, the potential subscriber has not been a ViaSat Subscriber in the past 90 days;
- (iv) the potential subscriber will not connect nor allow access to, whether directly or indirectly, the ViaSat Services with more than five computers per CPE; and
- (v) the potential subscriber is not an Ineligible Purchaser.



**“Recovery Act Eligible Subscriber”** means a Qualified Subscriber who is located in regions 1,2, and 3 (as designated by the Rural Utilities Service) who meets the eligibility requirements set forth below:

- (i) ViaSat’s electronic eligibility tool (or in certain circumstances, ViaSat’s manual override process) for Recovery Act Packages determines that the Qualified Subscriber lives in a rural area;
- (ii) The Qualified Subscriber represents and warrants that they cannot receive cable, DSL, or any other wireline broadband service at their premises; and
- (iii) The Qualified Subscriber represents and warrants that they are not a current satellite broadband customer and they did not disconnect their satellite broadband services to become eligible for a Recovery Act Package.

**“Recovery Act Package”** means the service packages offered by ViaSat under the American Recovery and Reinvestment Act of 2009.

**“Residential/SOHO Locations”** means a (i) residential home, which may contain a home office, and/or (ii) an office or commercial location with two or fewer sites.

**“Residual Commission”** means the rates identified under the column heading “Residual Commission” in Schedule B.

**“Sales Agent”** means an entity or individual with whom Dealer has a then-current enforceable written contract under which Dealer authorizes Sales Agent to perform customary sales-related duties such as marketing, promotion and solicitation of Qualified Subscribers and, if applicable, Recovery Act Eligible Subscribers.

**“Sales Only Dealer”** means a dealer who is not itself a ViaSat-Certified Installer and who does not take responsibility for the Installation or Service Call support of any of the Subscriber Orders.

**“Sales Only Sale”** means a New Subscriber acquired by a Sales Only Dealer pursuant to which the Sales Only Dealer does not take responsibility for the Installation or Service Call support.

**“Self-Installing Dealer”** is a dealer (i) who is a ViaSat-Certified Installer; or (ii) employs or has a written contract with a ViaSat-Certified Installer and who is obligated to perform Installations and Service Calls in accordance with the Specifications.

**“Self-Installed Sale”** means a New Subscriber acquired by a Self-Installing Dealer pursuant to which the Self-Installing Dealer is obligated to perform the Installation and subsequent Service Calls either directly or through a written contract with a ViaSat-Certified Installer.

**“Serviceability Check”** means a computer check through ViaSat’s system of a Qualified Subscriber’s address, which check determines whether the Installation address is capable of being serviced by ViaSat.

**“Service Call”** means a service trip to a Subscriber’s premises following the completion of the Installation.

**“Specifications”** means ViaSat’s Installation and Service Call Standards as updated from time to time and made available to Dealer on the dealer portal.

**“Subscriber”** means a person receiving ViaSat Services (as documented in the ViaSat Systems) and who has executed a Customer Agreement.

**“Subsidy”** means a sum of money paid by the Department of Agriculture’s Rural Utilities Service to ViaSat under the Broadband Initiatives Program for Recovery Act Eligible Subscribers who purchase a Recovery Act Package.

**“Term”** means the one-year initial term, plus any renewal term.

**“Upgrade”** means the upgrade of a Subscriber’s SurfBeam-1 service to ViaSat Services using SurfBeam-2 CPE, including all service work associated with the de-installation and re-installation of the CPE.

**“ViaSat-Certified Installer”** means an installer who has been certified by ViaSat to install CPE and whose certification has not expired.

**“ViaSat Services”** means internet access via satellite and any other related services offered by or through ViaSat.

**“ViaSat Wholesaler”** means the National Rural Telecommunication Cooperative or any other ViaSat wholesaler.

## Schedule B

### Commission Schedule

#### 1. Rate Schedule

Subject to the Payment Terms set forth below in Section 2, the following Rate Schedule below shall apply for all Packages:

Base Commission	\$140.00
Installation Fee	\$179.95
Upgrade Fee	\$125.00
Service Call Fee for each Service Call within the 90 day period following (A) any other Service Call; or (b) any Installation	\$7.50 to the SI Dealer who performs the Service Call
Service Call Fee for each Service Call initiated after the 90 day period following (A) any other Service Call; or (B) any Installation	\$75.00 to the SI Dealer who performs the Service Call
Residual Commission	\$1.00 per month per New Subscriber
Equipment Reimbursement Fee	\$340.00 for one full unit of SurfBeam-2 CPE and \$299.00 for one full unit of SurfBeam-1 CPE

#### 2. Payment Terms

- (i) For the Base Commission, Dealer shall earn the applicable one-time payment set forth in Section 1 above for each New Subscriber activated upon the receipt by the Master Agent (or other ViaSat designee) of all required documentation, including the Customer Agreement, submitted in accordance with all applicable requirements; provided, however, Dealer will not earn and ViaSat will not pay a Base Commission for Upgrades. ViaSat reserves the right to perform audits of New Subscriber activations to ensure that Dealer is not improperly classifying Upgrade accounts as new Subscriber accounts.
- (ii) ViaSat shall pay the Installation Fee and Equipment Reimbursement Fee set forth in Section 1 above for each complete Installation performed by a Self-Installing Dealer for an active New Subscriber.
- (iii) ViaSat shall pay the Upgrade Fee and Equipment Reimbursement Fee set forth in Section 1 above for each Upgrade that meets all of the following conditions: (a) the Upgrade was initiated by the Subscriber calling ViaSat Customer Service; (b) the ViaSat Customer Service Representative contacted the SI Dealer who initially sold the Subscriber the ViaSat Service and this SI Dealer performed the Upgrade; and (c) ViaSat received a new signed Customer Agreement.
- (iv) ViaSat shall pay the Service Call Fee set forth in Section 1 above as further described above.

- (v) During the term of the Agreement, ViaSat will pay Residual Commissions in the amount set forth above in Section 1 for each full calendar month beginning on the date a New Subscriber's Customer Agreement commences and ending on the first to occur of (i) the disconnection of the Subscriber account regardless of whether the account is later reconnected; and (ii) the Dealer is no longer an Active Dealer; and (iii) in the case of a SI Dealer, the SI Dealer was not available or refused either temporarily or permanently to perform a requested Service Call for the Subscriber. The Residual Commission will not be paid for any month(s) in which the account was in suspended status during part of all of the month..

**3. Commission Payment Terms**

- (i) Subject to the terms and conditions of this Agreement, the Commissions other than the Residual Commissions shall be paid approximately 15 business days after the Master Agent (or other designee of ViaSat) receives all required documentation, including the Customer Agreement, submitted in accordance with all applicable requirements.
- (ii) Subject to the terms and conditions of this Agreement, Dealer will receive Residual Commissions monthly in arrears for each full calendar month for which Dealer is entitled to receive a Residual Commission; provided, however that if Dealer's residual payment is less than \$50.00 per month, it will accumulate and be paid on a quarterly basis.
- (iii) ViaSat or the Master Agent shall provide Dealer, in an electronic format determined by ViaSat, regular statements reflecting the Commissions (if any) payable to Dealer.
- (iv) At its option, ViaSat may make Commission payments directly to Dealer in lieu of utilizing a Master Agent or other third party.

**4. New Subscriber Cancellation**

- (i) If any New Subscriber cancels ViaSat Services within the time period stated below, the specified Chargeback Fee shall apply:

<b>Date of Cancellation</b>	<b>Chargeback Fee for Self-Installed Sales</b>	<b>Chargeback Fee for Sales Only Sales</b>
0-90 Days after ViaSat Services are Activated	100% of Base Commission Paid for New Subscriber	100% of Base Commission Paid for New Subscriber
91-180 Days after ViaSat Services are Activated	75% of Base Commission Paid for New Subscriber	No Chargeback Fee
181-270 Days after ViaSat Services are	50% of Base Commission Paid for	No Chargeback Fee

Activated	New Subscriber	
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- (ii) If a Chargeback Fee applies, Dealer authorizes ViaSat (or the Master Agent) to collect the applicable Chargeback Fee through an offset against Commissions under Section 5.8 or any other chargeback or collection method specified in this Agreement.

**Schedule C**

**Packaging and Pricing**

**WildBlue Plan:**

<b>Service Description</b>	<b>Pro Plus</b>
<b>Price</b>	\$49.99 per month
<b>Monthly Lease Fee</b>	\$5.95 per month
<b>Pre-Paid Lease Fee</b>	At the then current rate available on the Support Portal or at ViaSatResidential.com
<b>Setup Fee</b>	\$149.95
<b>Download Speed</b>	up to 1.5 Mbps*
<b>Upload Speed</b>	up to 256 Kbps*
<b>Data Allowance</b>	17,000 MB Downstream 5,000 MB Upstream
<b>Google Apps ISP Services</b>	10 e-mail addresses
<b>ViaSat Portal</b> <i>(The latest news, information and entertainment)</i>	Included
<b>24/7 Technical Support</b>	Included
<b>Minimum Service Term</b>	24 months
<b>Early Termination Fees</b>	\$15.00/month for each remaining month in the contract term
<b>Unreturned CPE Fee</b>	\$300

\* Download and upload speeds are determined by service area and beam coverage. Download and upload speeds are not guaranteed.

**Exede Broadband Plans:**

<b>Service Description</b>	<b>exede5 / exede12</b>	<b>exede5 / exede12</b>	<b>exede5 / exede12</b>
<b>Price</b>	\$49.99 per month	\$79.99 per month	129.99 per month
<b>Monthly Lease Fee</b>	\$9.99 per month	\$9.99 per month	\$9.99 per month
<b>Pre-Paid Lease Fee</b>	At the then current rate available on the support portal or at ViaSatResidential.com	At the then current rate available on the support portal or at ViaSatResidential.com	At the then current rate available on the support portal or at ViaSatResidential.com
<b>Setup Fee</b>	\$149.99	\$149.99	\$149.99
<b>Download Speed</b>	up to 5 Mbps / up to 12 Mbps*	up to 5 Mbps / up to 12 Mbps*	up to 5 Mbps / up to 12 Mbps*
<b>Upload Speed</b>	up to 1 Mbps / up to 3 Mbps*	up to 1 Mbps / up to 3 Mbps*	up to 1 Mbps / up to 3 Mbps*
<b>Data Allowance (both upload and download)</b>	7.5 GB	15 GB	25 GB
<b>Google Apps ISP Services</b>	10 e-mail addresses	10 e-mail addresses	10 e-mail addresses
<b>ViaSat Portal (The latest news, information and entertainment)</b>	Included	Included	Included
<b>24/7 Technical Support</b>	Included	Included	Included
<b>Minimum Service Term</b>	24 months	24 months	24 months
<b>Early Termination Fee</b>	\$15.00/month for each remaining month in the contract term	\$15.00/month for each remaining month in the contract term	\$15.00/month for each remaining month in the contract term
<b>Unreturned CPE Fee</b>	\$300.00	\$300.00	\$300.00

\* Download and upload speeds are determined by service area and beam coverage. Download and upload speeds are not guaranteed.

**Recovery Act Plans\*\*:**

<b>Service Description</b>	<b>Basic</b>	<b>Commercial</b>	<b>Platinum</b>
<b>Price</b>	\$39.95	\$69.95	\$119.95
<b>Monthly Lease Fee</b>	Free	Free	Free
<b>Setup Fee</b>	Free	Free	Free
<b>Download Speed</b>	up to 1 Mbps*	up to 3 Mbps*	up to 8 Mbps*
<b>Upload Speed</b>	up to 200 Kbps*	up to 300 Kbps*	up to 2.0 Mbps*
<b>Data Allowance (both upload and download)</b>	10.3 GB	27.0 GB	60.0 GB
<b>Google Apps ISP Services</b>	10 e-mail addresses	10 e-mail addresses	10 e-mail addresses
<b>ViaSat Portal (The latest news, information and entertainment)</b>	Included	Included	Included
<b>24/7 Technical Support</b>	Included	Included	Included
<b>Minimum Service Term</b>	12 months	18 months	18 months
<b>Early Termination Fee</b>	\$20.00/month for each remaining month in the contract term	\$20.00/month for each remaining month in the contract term	\$20.00/month for each remaining month in the contract term
<b>Unreturned CPE Fee</b>	\$300.00	\$300.00	\$300.00

\* Download and upload speeds are determined by service area and beam coverage. Download and upload speeds are not guaranteed.

\*\*The Recovery Act Plans are only available for Recovery Act Eligible Subscribers. A New Subscriber receiving a Recovery Act Plan has the right to cancel within the first 30 days following activation without paying early termination fees.



All packaging and pricing is subject to change. Please check the ViaSat dealer's support portal for the most up to date packaging and pricing information.

## Schedule D

### Co-Op Program

The Co-Op Program allows for reimbursement to Dealers for eligible costs for approved marketing activities at a rate of up to 50% of such costs. For Dealers being managed by ViaSat, ViaSat will be responsible for administering the Co-Op Program and shall communicate ViaSat's guidelines for the Co-Op Program ("**Co-Op Guidelines**") to Dealer. For Dealers being managed by the Master Agent, the Master Agent will be responsible for administering the Co-Op Program and communicating the Co-Op Guidelines. The Co-Op Guidelines will also be posted on ViaSat's dealer portal and will include a list of pre-approved marketing activities. All other activities and materials must be pre-approved by ViaSat (for ViaSat managed Dealers) or the Master Agent (for Master Agent managed dealers) to be eligible for reimbursement. ViaSat shall use commercially reasonable efforts to provide at least 15 days prior notice of any updates or changes to the Co-Op Guidelines.

Under the Co-Op Program, Dealer will accrue funds for each New Subscriber activated ("**Co-Op Accrual**"); provided, however, there will be no Co-Op Accrual for Upgrades. The total balance for Dealer's fund will be based on the number of paid New Subscriber activations from the prior month, at an accrual rate per New Subscriber to be specified in the Co-op Guidelines.

Co-Op Accruals shall be available monthly and may be applied towards ViaSat-approved marketing activities during the Accrual Period. The Accrual Period shall start on the first day of the first full month after the New Subscriber is activated and expire three months after the last day of the month in which the accrual occurred. All claims for reimbursement must be submitted no later than 30 days after the end of the Accrual Period.

## Schedule E

### Insurance Coverage Requirements

1. **Coverage Limits.** Dealer shall obtain and maintain insurance with the following coverage and limits:
  - (i) Comprehensive general liability policy, with broad form coverage, which includes coverage for bodily injury, property damage, personal/advertising injury, and contractual liability with limits of at least \$500,000 per occurrence;
  - (ii) Automobile Liability coverage that includes coverage for all owned, hired, and non-owned vehicles with limits of not less than \$100,000 per person, \$300,000 per occurrence (note: this requirement is not applicable to sales-only Dealers who are in no way utilizing a vehicle to conduct sales) ; and
  - (iii) Workers' Compensation or similar employee benefit act coverage with statutory limits as prescribed by the law of the state(s) in which Dealer is doing business.
2. **Insurance Requirements.** All required insurance may not be cancelled or modified without 30 days prior written notice by the insurance carrier to the Master Agent (or, upon request from ViaSat, to another ViaSat's designee, which may be ViaSat itself).
3. **Additional Insured.** All required comprehensive general liability insurance shall designate ViaSat as an additional insured and shall designate that it is a primary policy such that it will pay claims prior to any other insurance or self-insurance available.
4. **Certificate of Insurance.** Dealer shall supply a certificate of insurance to the Master Agent (or upon request from ViaSat, to another ViaSat designee, which may be ViaSat itself) evidencing compliance with the terms above upon execution of this Agreement. Dealer acknowledges and agrees that it is not entitled to receive Commissions under this Agreement until it has complied with the obligations in the preceding sentence. Dealer shall promptly comply with any subsequent requests to supply a then-current certificate of insurance. In addition, Dealer shall comply with all obligations or requirements imposed by the Master Agent (or other ViaSat designee) relating to insurance.
5. **Subcontractors.** Dealers shall require any subcontractor utilized to perform services in connection with this Agreement or otherwise on behalf of ViaSat to meet these insurance requirements.
6. **Material Obligations.** The parties agree that each of Dealer's obligations contained in this Schedule is a material obligation of Dealer.

## **Schedule F**

### **PCI Compliance Requirements**

Dealer shall maintain procedures for the storage of credit card and bank account information which meet the Payment Card Industry's Data Security Standard ("PCI DSS"). Upon request by ViaSat, Dealer shall provide evidence of and a letter of attestation to its compliance with the version of the Payment Card Industry Data Security Standards for which compliance is required by the PCI Security Standards Council with respect to the Services being provided under this Agreement. In addition, Dealer shall provide copies of relevant documentation and supporting information from books and records (excluding Dealer's costs and confidential information) kept in the ordinary course of business then in its possession reasonably requested by ViaSat in connection with ViaSat's compliance obligations arising out of PCI DSS, Sarbanes Oxley and other similar laws, rules and regulations.

\*In Part 1 please only provide one of the options.

Form **W-9**  
(Rev. September 2007)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) © _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ©	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ©

Date ©

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**STATEMENT OF EXEMPTION**  
**from the**  
**Workers Compensation Insurance Requirement**  
**of the**  
**ViaSat Dealer Agreement (the “Agreement”)**

\_\_\_\_\_ (“Company”) represents and  
(Legal Name of Company)  
warrants that pursuant to the laws of the state(s) in which it is or will be conducting business  
under the Agreement, it is exempt from carrying Worker’s Compensation insurance coverage in  
the state(s), listed below:

\_\_\_\_\_  
\_\_\_\_\_

Company further represents and warrants that if and when this exemption from coverage  
changes, and Company is required to carry Worker’s Compensation insurance, Company will  
secure the necessary insurance and forward acceptable proof of coverage to ViaSat  
Communications, Inc. for the state or states where such coverage is required.

\_\_\_\_\_  
(Legal Name of Company)

By: \_\_\_\_\_  
(must be an authorized signatory of Company)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Date: \_\_\_\_\_



# DSI Distributing, Inc.

## ACH Payment Enrollment Form

DSI Dlr ID \_\_\_\_\_

To enroll in ACH payment, simply fill out this form and Return to DSI with voided check.

**Attach a voided check for your checking account.**

This will help ensure that your money is deposited correctly. **DO NOT ATTACH A DEPOSIT SLIP.**

Checking Account # always between these two marks	John Q. Public 111 Main St Des Moines, IA	Date _____	(0101)
	Pay to the Order Of _____ \$ _____ _____ DOLLARS	Main Street Bank 222 Main Street Des Moines, IA 50322	Check # (not needed for sign-up)
Routing Transit # (a 9 digit number always between these two marks)	Memo _____	_____	_____
	012345678  123456789   0101		

***Important! Please read and sign before submitting***

I hereby authorize DSI Systems Inc. (hereinafter "Company" to deposit any amounts owed me by initiating credit entries to my account in the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to credit any entries indicated by Company to my account. In the event that Company deposits funds erroneously into my account, I authorize Company to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until Company and Bank have received written notice from me of its termination in such time and in such manner as to afford Company and Bank reasonable opportunity to act on it. Please mail a voided check attached to this form to:

DSI ATTN: Accounting  
 11338 Aurora Ave  
 Urbandale IA, 50322

or

FAX Form & Voided Check  
 To  
 866-500-5087

Company Name: \_\_\_\_\_ TAX ID # \_\_\_\_\_

Account Holders Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Electronic Copy of Payment details please provide e-mail address(es) here:

\_\_\_\_\_



## Supplier Representations and Certifications – Commercial (Non-Government) or One-Time Supplier

Commercial  One-Time Supplier

BUSINESS NAME:		CONTACT NAME:	
DBA: (if different from above)			
ADDRESS:			
CITY, STATE, ZIP (+4):			
REMIT TO: (if different)			
CITY, STATE, ZIP (+4):			
PHONE:		FAX:	
E-MAIL:			
TAX ID NUMBER (TIN): (as req'd on Form W-9)		OR: If Individual or Partnership SOCIAL SECURITY No.	
Dun & Bradstreet Number / D-U-N-S			
Check Appropriate Box  (as req'd on Form W-9)	<input type="checkbox"/> Individual/Sole proprietor  <input type="checkbox"/> Limited Liability Company Enter the Tax Classification >> >	<input type="checkbox"/> Corporation Partnership  <input type="checkbox"/> Disregarded Entity (LLC)	<input type="checkbox"/> Other _____  <input type="checkbox"/> Corporation (LLC)  <input type="checkbox"/> Partnership (LLC)  <input type="checkbox"/> Exempt from backup withholding

Company Point of Contact **NAME** to receive PO's and return acknowledgements: \_\_\_\_\_

Company Point of Contact **E-MAIL ADDRESS** for electronic transmission : \_\_\_\_\_

**Business Size Classification** (Check ALL that apply):

Please refer to [www.sba.gov](http://www.sba.gov) for classifications defining Small, Socially, and Economically Disadvantaged Businesses:

- Small Business (SB)
- Woman-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB) (FAR 52.219-22)
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned (SDVOSB)
- Historically Underutilized Business Zone \* (HubZone)
- SBA's 8A Program\*
- Historically Black College or University (HBCU)
- Institution (MI)
- Large Business (LB)
- Government Agency (GA)
- Foreign Business (FB)
- Educational Institution (EI)

\* (Certification Required)

**ISO CERTIFICATION**

- We are ISO Certified (copy will be provided when requested)
- We are not ISO certified

**CCR (Central Contractor Registration) <http://www.ccr.gov>**

- We are registered with CCR [REQUESTED for all Gov't orders]
- We are not registered with CCR

**NAICS: <http://www.census.gov>**

Primary code:

List All Others:

**ITAR (International Traffic in Arms Regulations) ITAR Parts 120-130 (22 CFR 120-130)**

- We are ITAR compliant
- We are ITAR certified
  - A copy of our ITAR registration is attached
- We are not ITAR compliant

**C-TPAT** (Customs-Trade Partnership Against Terrorism) Certification Yes  No





## Supplier Representations and Certifications – Commercial (Non-Government) or One-Time Supplier

**Please list the type of services, processes, products, or commodities that your company provides:**

<input type="checkbox"/>	Consultant	
<input type="checkbox"/>	Distributor	
<input type="checkbox"/>	Service Provider	
<input type="checkbox"/>	Fabricator (QA Approval Req'd on Non-COTS items)	
<input type="checkbox"/>	Manufacturer	
<input type="checkbox"/>	Contract Manufacturer (EMS)	
<input type="checkbox"/>	Other	

Please note misrepresentation of status as a small business or small disadvantaged business will subject the misrepresenter to the penalties defined in 15 USC 645(d) and FAR 52.219-1(d) (2).

I have read and agree to ViaSat's Terms and Conditions of Purchase (PR001076) which is available on-line at <http://www.viasat.com/company/about/supplier-information> and understand that all purchase orders received from ViaSat will be subject to these terms and conditions. I have also received a copy of ViaSat's policy concerning gifts and entertainment (Form 070PR034).

Subcontractor/supplier certifies that it does not utilize forced, prison, or indentured labor, or subject workers to any form of compulsion or coercion. Subcontractor/supplier further certifies that all labor used in the creation of its products comply with laws regarding slavery and human trafficking in the countries in which subcontractor/supplier is doing business.

**Taxpayer Identification Number (TIN) Certification:** Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item two above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (For further information please refer to the Dept of the Treasury Internal Revenue Service FORM **W-9**).

By completing and signing this form, I certify under penalty of perjury that the information given in these Representations and Certifications is current, complete, and accurate as of the date signed.

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Return Completed Form to:** ViaSat, Inc., Purchasing Dept., 6155 El Camino Real, Carlsbad, CA 92009-1699 **OR Fax To:** (760) 929-5132

**THE BOX BELOW IS FOR VIASAT INTERNAL USE ONLY -  Commercial  One Time Supplier (You MUST select only one)**

Requestor (Print Name): _____	Signature: _____	Date: _____
Approval (Print Name): _____	Signature: _____	Date: _____



## Dealer Automatic Payment Enrollment Form and Agreement

### Payee and Account Information

Checking Account Holder Name ("Payee")  Phone

Dealer's Full Legal Name (as stated in ViaSat Dealer Agreement or ViaSat Referral Agreement, as applicable) ("Dealer")

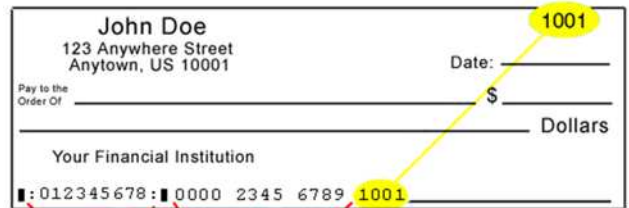
Checking Account Holder Address  City  State  Zip

FINANCIAL INSTITUTION Name

FINANCIAL INSTITUTION Address  City  State  Zip

Routing Number:\*

Account Number:\*



\* Only checking accounts will be accepted

Routing Number.  
Always 9 digits between  
the ■ symbols.

Account Number.  
Up to 17 digits. Don't include the check number that  
matches the number in the upper right of the check.

### **Terms and Conditions**

*By signing below, the Payee and Dealer acknowledge that the above routing and account numbers will be used by ViaSat or its paying agent to make payments in accordance with the ViaSat Dealer Agreement or the ViaSat Referral Agreement, as applicable. Payee and Dealer accept all responsibility for the accuracy of this information and agree to immediately notify ViaSat in writing of any changes to the above banking information. Payee and Dealer acknowledge that if they provide ViaSat with incorrect banking information, Dealer may not receive compensation otherwise owed to it.*

Payee Signature  Date

Dealer Signature  Date

