



## **Customer Agreement (Residential)**

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the "Agreement") describes the terms and conditions between you and Mobius Communications Company ("Mobius," "Us" or "We") applicable to Viasat's Internet access services, which includes the Viasat, Exede, and WildBlue Internet services, Viasat's email service (the "Internet Service(s)"). Please read this Agreement carefully since it contains important contract rights and obligations between you and Mobius, as well as important limitations on those rights. If you would like to contact us, you may call 1-877-266-2487 or write to: **Mobius Communications Company, PO Box 246, Hemingford, NE 69348.**

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 24-month minimum service term ("Minimum Service Term"), unless a different term is stated in this Agreement for your plan. If you change your Service location, or change your Internet Service plan, and the change requires: (i) the use of upgraded Equipment (defined below), then you must commit to a new 24-month Minimum Service Term beginning on the date your new Internet Service is activated. **If you terminate Internet Service prior to the expiration of the Minimum Service Term, you will owe the termination fee described below (the "Termination Fee") and/or any other termination fee described in this Agreement applicable to the Service(s) you are receiving.** You may not downgrade your Internet Service Plan to a lower tier Internet Service 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 Minimum Service Term unless terminated earlier by you, Mobius or Viasat. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have either agreed to a new Minimum Service Term under another internet Service plan offered by Viasat ("Renewal Service Term") or terminated this Agreement pursuant to Section 4.3.

**C. Equipment.** New Internet Service customers must lease the equipment provided by Mobius consisting of a modem, antenna and transceiver ("Equipment") in order to receive the Internet Service. Only a Viasat-authorized installer may install the antenna and transceiver at your residence. Only a Viasat-authorized installer may install the modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem.

**D. Unlimited Data Policy/Bandwidth Usage Policy/Data Allowance Policy.** The unlimited data Service plans are governed by the Unlimited Data Policy and, as set forth in Exhibit A, if you use more than your Service plan's data usage threshold during your monthly billing period, we may prioritize your data behind other customers during network congestion, which will result in slower speeds. Exede Classic, Essential 10, Evolution 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 Liberty service plans ("Liberty Plan(s)") are subject to "Priority Data" usage limits which are also 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, do not support video streaming on multiple devices and may not support streaming of high definition video. Liberty Pass speeds will vary based on the time of day and your geographic location and may be extremely slow when the network is busy, typically in the evening hours (about 5:00 p.m. – 2:00 a.m. local time), which may greatly impair your ability to use the internet. Liberty Pass users will receive lower priority on our network than subscribers who have not exceeded their data allowance or other data threshold, which may result in Liberty Pass users experiencing slower speeds when the network is busy than subscribers who have not exceeded their data allowance or other data threshold. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. 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. In addition, Viasat may contact you and request that you reduce your monthly usage below 150 GB or transition to another service plan. If you do neither, Viasat may terminate your service in accordance with Section 4.4 of the Agreement. The data usage explanations for our Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein.

**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$15.00 unless a different termination fee is stated in this Agreement for your Internet Service plan.

**F. Return of Equipment.** Additional charges will apply as specified in the Lease Addendum if (i) you fail to return the modem and transceiver within 30 days after termination of this Agreement, or (ii) you agree to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within 45 days after agreeing to upgrade your Internet Service. If you purchased your Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, Mobius is not obligated to de-install the Equipment.

**G This Agreement has 8 pages and incorporates Viasat's Data Allowance Policy, Bandwidth Usage Policy, Unlimited Data Policy, Privacy Policies, Acceptable Use Policy, Email End User License Agreement, and your Internet Service plan details. In addition, if you are leasing your Equipment, the Agreement incorporates, as applicable, the Lease Addendum. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the incorporated documents, as each of them may be updated from time to time.**

## 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. 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 pro-rated 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 you are paying a monthly Equipment Lease Fee (defined in the Lease Addendum to this Agreement), 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. 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.** Notwithstanding any provision in this Agreement to the contrary, this Section 2 shall not apply to Premier Tech Support.

**2.1 Age and Account Set-Up.** You represent that 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 Viasat. You represent that you are at least 18 years of age. You agree that 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 the Termination Fee and/or any other applicable termination fee, without prejudice to any rights and remedies available to Viasat under this Agreement, at law and at equity.

**2.3 Installation of Equipment.** You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment in the location(s) 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 that Viasat or its designated service provider will be required to 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 that 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 of the above actions. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated 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 designated 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 Subscriber Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) 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 that 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 that you are aware that content accessible on or 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 that (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 subscriber, 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. Your account will continue until you cancel your account in accordance with the method or 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 the Termination Fee, if applicable, and/or any other applicable termination fee. 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 by contacting Mobius Communications Company. We will send your billing statements to the address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your Service plan details. Mobius Communication Company

reserves the right to correct and charge under-billed or unbilled amounts for a period of 90 days after any incorrect statement was issued or a statement should have been issued. Payment of the outstanding balance is due in full each month.

**3.2 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 us at 1-877-266-2487. **You must contact us within 60 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, but are not required to, 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, but are not required to, 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 that you owe us or to assert any other right that 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.

**3.3 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 charge a \$15.00 reconnect fee to reactivate your service.

**3.4 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 Mobius Communications Company 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 over the Service, we may modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, also notify you by e-mail 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 below and stop using the Service within five days after the effective date of such modifications. Your continued use of the Service after this five-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 the Termination Fee and/or any other applicable termination fee, by calling us within 30 days after the first statement reflecting such changes is issued.

**4.2 Modification of the Service.** We 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, but are not required to, notify you by e-mail, 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 and Email End User License Agreement, including, without limitation, actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail 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 e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Viasat or its subscribers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption.

**4.3 Termination by Subscriber.** Subject to your payment of the Termination Fee and/or any other applicable termination fee and the monthly fees for the full billing cycle in which termination occurred, you may immediately terminate this Agreement at any time by giving us 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 Mobius will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated. In limited circumstances, Mobius 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 Mobius will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is suspended. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service. Mobius does not accept notices of termination or suspension via e-mail 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 e-mail. 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. In addition, if you leased your Equipment, upon termination you will be responsible for the return of the Equipment to Mobius in accordance with your obligations under the Lease Addendum.

**4.4 Termination or Suspension by Viasat.** 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 Mobius will not provide a pro-rata refund for any pre-paid 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, Viasat grants 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 computer(s) on which you are the primary user or which you are authorized to use. Our 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, without limitation, 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 of this Agreement and the license. You agree that 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 and Mobius Communications Acceptable Use Policy, Data Allowance Policy, Bandwidth Usage Policy, Unlimited Data Policy and Email End User License Agreement applicable to your service located at [www.exede.com/legal](http://www.exede.com/legal) and [www.viasat.com/legal](http://www.viasat.com/legal), all of which are incorporated into and made a part of this Agreement. Viasat and Mobius reserves 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 are utilizing 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 Mobius 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 that if your computer or an internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Viasat 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 device(s).

**5.7 Responsibility of Subscriber.** 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 that 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 Service(s), and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that 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 Mobius Communications Company 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. In addition, the Equipment contains software and/or other intellectual property which is subject to a license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

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

**7.1 DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. VIASAT AND VIASAT'S SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS AND THIRD PARTY CONTENT PROVIDERS (COLLECTIVELY, "VIASAT'S 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 IS 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 AND VIASAT'S 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 OR ANY OF VIASAT'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE VIASAT PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, VIASAT AND VIASAT'S PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. VIASAT AND VIASAT'S 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 ANY OF VIASAT'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF 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 VIASAT'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF VIASAT'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO VIASAT BY YOU 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, THAT 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 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 (available at [www.viasat.com/legal](http://www.viasat.com/legal)) 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 subscribers, 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.

**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 us and our respective contractors, information or content providers, service providers, licensors, 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 Contact Information.** You agree that by entering into this Agreement and providing Mobius with your wireless phone number and/or any other telephone number and/or your e-mail address, Mobius or its agents may contact you for: (a) any account-related issues by calling or texting you at such number(s) or using a call made by live individuals, and/or (b) for any account-related issues or for marketing purposes by sending an e-mail to such e-mail address.

**8.2 Applicable Law.** This Agreement is made in the State of Nebraska. This Agreement and all of 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 Colorado, in the United States, excluding conflicts of law provisions.

**8.3 Dispute Resolution.** To expedite resolution of issues and control the cost of disputes, you and Viasat agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us 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 Viasat Legal Department and we will send our Notice to your billing address. If you and Viasat are unable to resolve the Claim within 60 days after Notice is received, then Viasat and you agree to arbitrate **any and all Claims** between us. 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 us, 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 us;
- 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 that by entering into this Agreement, you, Mobius and 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](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of 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 you and Viasat. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you or Viasat is entitled. If your claim is for \$5,000 or less, you and Viasat agree that 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 that 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 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, MOBIUS AND VIASAT AGREE THAT 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 both you and Viasat otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree that if Viasat makes any future change to this Dispute Resolution provision during your Minimum Service Term, 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 that 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 one year after the claim or cause of action has arisen or it will be barred.

**8.4 Notices, Disclosures and Other Communications.** Where notification by Mobius is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by Mobius 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, e-mail or postal address by calling Mobius Communications Company.

**8.5 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.

**8.6 Miscellaneous.** We may enforce or decline to enforce any or all of 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.

**8.7 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.

**8.8 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 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

		<b>Residential Internet Service Plans</b>			
<b>Liberty Plans</b>		<b>Liberty</b>			
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	12	18	30	
		Liberty Plan customers who exceed their Priority Data limit will receive Liberty Pass for the remainder of their monthly billing period. Liberty Pass speeds are slower than Priority Data speeds and may be extremely slow when the network is busy, which may greatly impair internet usage. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. (See <a href="http://www.exede.com/documents/master/data-allowance-policy.pdf">www.exede.com/documents/master/data-allowance-policy.pdf</a> for complete details)			
<b>Unlimited Data Plans</b>		<b>Bronze 12, Silver 12, Gold 12, purchased on or after February 13, 2018</b>			
Measured over a fixed monthly period	<b>No Data Allowance</b>	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), we 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 <a href="http://www.exede.com/legal">www.exede.com/legal</a> .			
		<ul style="list-style-type: none"> <li>Bronze 12 (after 35 or 40 GB of data usage); Silver 12 (after 45 or 60 GB of data usage); Gold 12 (after 65 or 100 GB of data usage)</li> <li>To view your specific service plan details (including the amount of data you may use before we prioritize your data behind other customers during network congestion), log into your account at <a href="http://www.ruralportal.net">www.ruralportal.net</a> and enter your username @bbcwb.net and password, under the summary tab you will see your usage.</li> </ul>			

<b>WildBlue Internet Service Plans</b>			
Measured over a rolling 30-day period	<b>Value Pak</b>	<b>Select Pak</b>	<b>Pro Pak</b>
<b>Upload Threshold (MB)</b>	2,300	3,000	5,000
<b>Download Threshold (MB)</b>	7,500	12,000	17,000

<b>Unlimited Data Plans Video Streaming Quality</b>	
<b>Any Bronze Service plan</b>	Small screen quality (typically up to 360p)
<b>Any Silver Service plan</b>	DVD quality (typically up to 480p)
<b>Any Gold Service plan</b>	High-definition quality (typically up to 720p)

## Lease Addendum

This Lease Addendum is between you and Mobius Communications Company and is separate and different from any other commitment you may have made with Mobius Communications and is fully enforceable under these terms.

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

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

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

- B. If you agreed to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within **45 days** after agreeing to upgrade your Internet Service, you agree to pay Mobius the unreturned equipment fees for the applicable equipment types set forth in Section 3A above.
    - C. The fees set forth in Sections 3(A) and 3(B) above represent compensation for a portion of the expenses incurred by Mobius in establishing your account and providing you the modem and transceiver for your use. You agree that Mobius may charge any amounts due for any unreturned or damaged modem or transceiver.
4. **Defective Equipment.** Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Internet Service under this Agreement, Mobius will, at no additional charge to you, replace Equipment you lease from Mobius that Mobius, in its sole discretion, determines to be defective ("Defective Equipment"). Defective Equipment replacement under this Section 4 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. Mobius's standard service call charge shall apply to all service calls. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 1-877-266-2487. All maintenance and repair of Equipment shall be performed by us or our designee(s). Mobius may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.
5. **Monthly Lease Fee.** You will be charged a monthly fee for the lease of the Equipment in connection with the Internet Service you are purchasing. Applicable taxes, surcharges and fees will apply. THE LEASE FEE IS SUBJECT TO CHANGE AT ANY TIME.
6. **Disclaimer.** MOBIOUS PROVIDES THE EQUIPMENT **AS IS**, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. MOBIOUS IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.
7. **Customer Acknowledgement.** Customer acknowledges and agrees that Mobius is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Care department by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.





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

Customer: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Billing Address: (if different)

\_\_\_\_\_

\_\_\_\_\_

Package: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

How many computers do you have?

Laptops \_\_\_\_\_

Does your laptop have wireless capabilities?

Desktops \_\_\_\_\_

Do you have an existing router?

Yes \_\_\_\_\_ or No \_\_\_\_\_

Would you like one? \_\_\_\_\_



**MOBIUS**  
COMMUNICATIONS®

523 Niobrara • Hemingford NE 69348  
308-487-5500 • Toll free 877-266-2487

Do you have a current anti-virus? \_\_\_\_\_

Do you rent your home? \_\_\_\_\_

If yes, we need written landlord permission for the satellite dish installation.

Is your home manufactured? \_\_\_\_\_

If yes, what year is your home? \_\_\_\_\_

If your home was built before 2004, a pole mount will be required in order to support the weight of the dish. The pole mount is an additional \$100.00 not included in the free installation. If we bury the cable, you will be charged for time at \$80.00 an hour (prorated) plus materials.

Do you have a clear shot to the southeast?

\_\_\_\_\_

Please write detailed directions to you house:

\*\*\*Note—Viasat internet service may not be suitable for VPNs (Virtual Private Networks), Voice Over Ip, or Online Gaming and Mobius does not provide warranties or serviceability for these and other applications as explained in this contract. See page 2 sec 1.1

Please remit this page of the contract with your activation payment of \$99.95 plus tax. For a total of \$105.45

\$5.95 monthly fee (covers equipment if it malfunctions)

2 Year Contract required

**Termination Fees.** If you cancel the Service before completion of the Minimum Service Term or Renewal Program Term, the Termination Fee is equal to the number of months left in your Minimum Service Term multiplied by \$15.00.

Initials \_\_\_\_\_

Thank you for doing business with Mobius Communications Company.