

# Customer Agreement Provisions and Acceptable Use Policy

THIS POLICY STATES IMPORTANT REQUIREMENTS REGARDING YOUR USE OF EXPEDITION COMMUNICATIONS' AND VIASAT'S SERVICES AS WELL AS YOUR RELATIONSHIP WITH EXPEDITION COMMUNICATIONS AND VIASAT. PLEASE READ THIS POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS. IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MAY NOT USE EXPEDITION COMMUNICATIONS' OR VIASAT'S SERVICES AND YOU MUST TERMINATE YOUR SERVICES IMMEDIATELY.

## Introduction

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

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

## 1. Permitted Use And Restrictions On Use.

**1.1 Software License.** Subject to the terms and conditions of this Agreement, Expedition Communications and Viasat grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display software provided by or on behalf of Expedition Communications and Viasat (including any updates) only for the purpose of accessing the Service ("**Software**") in accordance with this Agreement. Expedition Communications and Viasat uses third party software and you agree to comply with the terms of software license agreements provided to you via a "click-through" or similar agreement or otherwise made available to you by Expedition Communications or Viasat. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Expedition Communications and 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 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.

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**1.2 Restrictions On Use Of The Service.** Expedition Communications and Viasat reserve the right to terminate immediately the Service and this Agreement if you, or any user under your account, knowingly or otherwise engage in any prohibited activity or if you use the Terminal Equipment or Enterprise Service in a way which is contrary to any Expedition Communications or policy or any policy of an Expedition Communications supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with Service Documentation referenced in, or attached to, this Agreement (as such may be updated from time to time) and which by this reference are incorporated into and made a part of this Agreement.

**1.3 Prohibition on Resale.** Reselling the Service or otherwise making the Service available to any third party (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, whether monetary compensation is received or not, and whether on a bundled or unbundled basis is prohibited. The Service is for your use only and you agree not to use the Service for operation as an Internet service provider or for any purpose that makes Service available to any person unaffiliated with you or a computer not under your control. In addition, 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 Service Documentation or terms of any other applicable policy or plan.

**1.4 Security.** You agree to take reasonable measures to protect the security of computers capable of accessing the Service through your account, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer 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 becomes infected and causes any of the prohibited activities listed in the Service Documentation, Expedition Communications or 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. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

## **2. Warranties and Limitations of Liability.**

**2.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER EXPEDITION COMMUNICATIONS, VIASAT NOR ANY OF VIASAT'S OR EXPEDITION COMMUNICATIONS AFFILIATES, SUBSIDIARIES, EXPEDITION COMMUNICATIONS WHOLESALERS, RETAILERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO VIASAT, EXPEDITION COMMUNICATIONS NOR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. EXPEDITION COMMUNICATIONS, VIASAT AND THE PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.**

**2.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER EXPEDITION COMMUNICATIONS, VIASAT, NOR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR**

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**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 AND EXPEDITION COMMUNICATIONS MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO EXPEDITION COMMUNICATIONS BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.**

### **Prohibited Uses and Activities**

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

(i) undertake any unlawful, fraudulent, or criminal purpose; (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive, or otherwise inappropriate, regardless of whether such information or material or its dissemination is unlawful; (iii) access any other person's computer or computer system, software, or data without his/her consent or attempt to circumvent the user authentication or security of any host, network, or account; (iv) use or distribute tools designed or used for compromising security; (v) unauthorized port scanning; (vi) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to Expedition Communications and Viasat users or others; (vii) transmit unsolicited bulk or commercial messages or "spam;" (viii) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including rights granted by US copyright law) of any person or entity, including Expedition Communications and Viasat; (ix) run programs, equipment, or servers that provide network content or any other services to anyone outside of your local area network (also commonly referred to as public services or servers); (x) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent); (xi) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to Expedition Communications and Viasat or the Expedition Communications and Viasat network in the header, list an Expedition Communications or Viasat IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity; (xii) connect Expedition Communications or Viasat equipment to any computer or network device outside of your premises; (xiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access; (xiv) damage the name or reputation of Expedition Communications or Viasat, its affiliates, or subsidiaries; (xv) use any name or mark of Expedition Communications or Viasat, its affiliates, or subsidiaries in any manner not expressly authorized in writing by Expedition Communications or Viasat; (xvi) operate a call-

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center service, telemarketing-center service, monitor service, intercom service, conference-bridge service, transcription service; (xvii) use service for any commercial, retail or enterprise business use, unless you are receiving Expedition Communications and Viasat's Exede Business service or Expedition Communications and Viasat's Viasat service; (xviii) make mechanized voice calls, including, but not limited to, extensive call forwarding, the use of auto-dialers, the use of fax machines for fax blasting or fax broadcasting, or the use of voice programs for voice blasting; (xvix) use the service or allow the service to be used for Wi-Fi hot spot or backhaul services, streaming video upload, for machine to machine (M2M) communication, or real time instrumentation streaming, or for paid subscription usage without explicit written authorization from Expedition Communications and Viasat; (xvx) for any use other than a fixed service at your premise including no usage that is mobile, movable, or nomadic unless you are receiving Expedition Communications and Viasat's Viasat service; or (xvxi) engage in any action that circumvents or thwarts Expedition Communications and Viasat's enforcement of its network management practices described in Expedition Communications and Viasat's Network Management Policy or the data limits described in Expedition Communications and Viasat's Data Allowance Policy.

### **Electronic Mail**

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

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

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

### **Expedition Communications or Exede Voice**

Expedition Communications and Viasat's Exede Voice Service are a commercial and residential interconnected VoIP service. The Expedition Communications and Exede Voice Service are designed to process and deliver voice service typical of a residential customer's calling patterns. It is Expedition Communications and Viasat's goal to deliver high-quality, reliable voice service at an affordable price. As a result, Expedition Communications and Viasat will look for calling patterns that are indicative of non-residential use or violations of this Policy once a customer

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reaches 3,000 minutes per month of VoIP usage. This amount of usage is significantly higher than customary home usage and only a limited percentage of customers will reach this threshold.

When an Expedition Communications or Exede Voice account reaches 3,000 minutes in a month, Expedition Communications and Viasat reserves the right to review calling traffic patterns and volumes to identify, among other things: (i) the relative portion of in-state, out-of-state, or international calling destinations; (ii) excessive calls to the same destination telephone number, indicative of an automated call-forwarding device; (iii) excessive inbound calls, indicative of business use, or (iv) any other data or statistics indicative of a violation of this Policy. Expedition Communications and Viasat will not listen to the actual content of your Expedition Communications or Exede Voice calls. If Expedition Communications or Viasat's review reveals a violation of this Policy, Expedition Communications and Viasat reserves the right to immediately suspend or terminate your Services with or without notice.

### **Copyright Infringement**

Expedition Communications and Viasat is committed to complying with U.S. copyright and related laws and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. In accordance with the DMCA and other applicable laws, it is Expedition Communications and Viasat's policy to reserve the right to terminate the Service(s) of any user who infringes upon the intellectual property rights of another, including repeat infringers, or who Expedition Communications or Viasat believes, in its sole discretion, is infringing upon such rights.

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

Copyright owners may send Expedition Communications or Viasat a notification of claimed infringement to report any alleged infringement of their works to:

Legal Department  
Expedition Communications  
5939 Darwin Ct., Suite 109  
Carlsbad, CA 92008 U.S.A.  
E-mail: [ushq@expeditioncommunications.com](mailto:ushq@expeditioncommunications.com)

Legal Department  
Viasat, Inc.  
349 Inverness Drive South  
Englewood, CO 80112 U.S.A.  
E-Mail: [Communications.Legal@Viasat.com](mailto:Communications.Legal@Viasat.com)

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

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

### **General**

Although Expedition Communications and Viasat have no obligation to monitor the Services and/or its network, Expedition Communications and Viasat and its authorized suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Policy or the Customer Agreement, or protect the network, the Services and Expedition Communications and Viasat users.

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

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

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

## **Internet Provisions**

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

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

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