

Retailer Agreement

This Retailer 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 Retailer identified below:

Full Business Legal Name of "Retailer"		
D/B/A (if applicable)		
Street Address Must state street address and/or a P.O. Box		
City, State, and Zip Code:		
Service Area State "nationwide" or identify state(s)		
Retailer's Primary Phone No.		
Retailer's Primary Email Address		
Type of Business Entity (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		
Type of Retailer (please check box):		
<input type="checkbox"/> Self-Installing Retailer <input type="checkbox"/> Strategic Self-Installing Retailer (must be pre-approved by Viasat) Retailer handles all Installations and Service Calls.	<input type="checkbox"/> Sales Only Retailer or Strategic Sales Only Retailer (must be pre-approved by Viasat) Retailer performs no Installations or Service Calls itself.	<input type="checkbox"/> Combo Retailer Retailer performs Installations and Service Calls in certain areas, but not in other areas. <input type="checkbox"/> Other _____ _____
For Combo Retailers Only: Please state the service area in which you perform Installations and Service Calls.		
DO NOT SIGN BELOW IF YOU HAVE NOT RECEIVED SECTIONS 1 THROUGH 11, SCHEDULES A THROUGH D, AND THE COMMISSION RATE SHEET(S) APPLICABLE TO YOU. <i>By signing below, Retailer certifies that it has received all of the above referenced pages of this Agreement and agrees to its terms.</i>		

 (Print Legal Name of Retailer)

Viasat, Inc.

By: _____

By: _____

Print Name: _____

Steve McElroy
 Vice President of Sales & Distribution

Print Title: _____

Effective Date: _____
 (Viasat will affix the date.)

Tax I.D. Number: _____

Sign and send this original page to your Master Agent per its instructions. All fields must be completed. Upon request, Viasat will return a signed copy to you for your records.

Terms and Conditions of Retailer 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 automatically renews after the initial term on a month-to-month basis unless either party provides written 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 of Viasat.** Viasat appoints Retailer on a non-exclusive basis to solicit Orders for Viasat Services from end users in the service coverage areas designated by Viasat from time to time. Retailer is only authorized to solicit Orders from Qualified Subscribers for the Packages and prices as set forth on Viasat's Retailer portal. During the Term, Retailer has the right to hold itself out to the public as a Retailer only at those locations provided to Viasat under Section 2.4, and only for so long as it is fulfilling all the requirements set forth in this Agreement.
- 2.2 Sales Agent.** Retailer may utilize Sales Agents to promote and sell the Viasat Services, provided that the Sales Agents' authority is limited to acting on behalf of Retailer and in accordance with this Agreement. Retailer shall ensure that the Sales Agents strictly comply with all of Retailer's obligations set forth in in this Agreement and Viasat's marketing policies, rules and guidelines published in Viasat's Sales and Marketing Center (the "Marketing Guidelines"). Retailer is responsible and liable for its Sales Agents' acts and omissions in connection with Viasat Services. Sales Agents have no authority to enter into a Customer Agreement or any other agreement under which Viasat Services are provided, and any Subscribers solicited by Sales Agents are the sole responsibility, contractually and otherwise, of Retailer.
- 2.3 Reservation of Rights.** Retailer expressly acknowledges and agrees that the rights granted to Retailer do not include any distribution or resale rights and that Retailer is authorized only to solicit Orders for 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, CPE, or Business Equipment itself or through other parties; (ii) confer any exclusive territory or other rights to Retailer; or (iii) guarantee any minimum number of payments or commissions or other forms of revenue. Retailer acknowledges and agrees that it may not realize any business or revenue as a result of this Agreement.
- 2.4 Business and Online Locations.** In connection with applying to become a retailer, Retailer shall have provided Viasat with a list of the addresses of the physical locations (if applicable), telephone numbers, and websites from which Retailer solicits Orders for the Viasat Services, and the name, telephone number and physical location of all Sales Agents. Throughout the Term, Retailer shall update this list as changes occur or upon Viasat's request. Retailer agrees that Viasat may include Retailer's name and each address and phone number provided by Retailer in (i) Viasat's list of Retailers posted on Viasat's website; (ii) Viasat's advertisements; or (iii) Viasat's communications to the public.

Section 3. Retailer Obligations.

- 3.1 Training.** Retailer shall maintain a sufficient number of capable Retailer sales personnel with the training necessary to solicit Orders for Viasat Services in a knowledgeable and professional manner, as reasonably determined by Viasat. If offered by Viasat (or if

applicable, the Master Agent), Retailer 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 Retailer's cost and shall strictly comply with the Marketing Guidelines. All paid search activities shall be in accordance with Viasat's policies including, without limitation, the Viasat Paid Search Advertising Policy.
- (ii) Subject to the terms and conditions of this Agreement, Viasat hereby grants to Retailer a non-exclusive, non-transferable, revocable, limited license to use Viasat's trademarks and service marks containing the term "Viasat," and such other terms as Viasat may from time to time expressly in writing permit Retailer to use solely to promote the sale of the Viasat Services in accordance with this Agreement and the Marketing Guidelines.

3.3 Order Solicitation. Retailer shall:

- (i) Make commercially reasonable efforts to solicit Orders from Qualified Subscribers for Viasat Services;
- (ii) Use its best commercial efforts to promote and enhance Viasat's reputation and goodwill;
- (iii) Not induce, solicit, or incentivize any Subscriber to switch to any high-speed internet access, Wi-Fi or VoIP service provider other than Viasat;
- (iv) Allow only its employees and Sales Agents to solicit Orders unless Retailer first obtains Viasat's prior written consent (including e-mail authorization) to use other persons or entities, which consent may be withheld in Viasat's sole discretion;
- (v) Order all CPE, ATAs and Business Equipment (if not otherwise provided by Viasat directly to the Subscriber) through the Self-Installing Retailer's agreement with its Master Agent. All Orders are subject to acceptance or rejection by Viasat in its sole discretion;
- (vi) Notify each prospective Subscriber of the applicable minimum term(s) of the Viasat Service(s) and early termination fee(s) prior to submitting each Order; and
- (vii) For Door-to-Door Sales, provide the potential Subscriber with Viasat's form Notice of Cancellation, obtain the potential Subscriber's signature on the Notice of Cancellation, and retain the signed copy of the Notice of Cancellation for at least 24 months from the date of the signature. Retailer shall provide Viasat with a copy of the Notice of Cancellation within three business days after receiving a request from Viasat for a copy. Self-Installing Retailers, and Sales Only Retailers are not permitted to conduct Door-to-Door Sales of the Viasat Services unless pre-approved in writing by Viasat to do so and such approval may be withheld in Viasat's sole discretion.

3.4 CPE and Business Equipment Installation. Retailer must arrange for the Installation of each Order placed as follows:

- (i) If Retailer is a Self-Installing Retailer, Retailer 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 Retailer utilizes a Viasat-Certified Installer who is a third party contractor (instead of one of Retailer's employees or Retailer itself), then such Retailer 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) Retailer 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 Retailer shall provide Viasat with a complete list of all Viasat-Certified Installers it utilizes for Installations and Service Calls.
- (ii) If Retailer is a Sales Only Retailer, all Installation and Service Call support for each Order taken by Retailer must be referred to Viasat or its designated third party provider.
- (iii) If Retailer is a Combo Retailer, then Retailer 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 Retailer performs Installations. Retailer has the obligations of a Self-Installing Retailer under this Agreement for all other Orders.
- (iv) Self-Installing Retailers shall upload 11 or more of the required photos (or as indicated in the Specifications for Business Equipment) into Viasat's Field Service Management System via FS Tech Support for every Work Order completed by the Self-Installing Retailer. Photos are required to be uploaded into the Field Service Management System before the Work Order is in a completed status. Effective as of June 1, 2020, Viasat will assess a \$6.00 charge (which shall be deducted from the Self-Installing Retailer's Commissions) each time the Retailer uses FS Tech Support's Live QC video option to complete the photo upload to the Field Service Management System. There will be no charge if the Self-Installing Retailer uses FS Tech Support's standard virtual photo upload to complete the photo upload to the Field Service Management System.

3.5 Service Obligations. For all Self-Installing Retailers, the following obligations apply:

- (i) Retailer warrants the quality and workmanship of all Services for the first 30 days after the date on which the Work Order for the Services is completed (the "Warranty Period"). Except as otherwise provided in Section 3.5(ii) below, if the Subscriber contacts Viasat or Retailer with an issue (or Viasat otherwise discovers a defect) within the 30-day Warranty Period, Retailer shall perform a Service Call and repair all defects (including replacing defective CPE or Business Equipment, if necessary) without charge to Viasat even if Retailer doesn't perform the Service Call until after the expiration of the 30-day Warranty Period.
- (ii) If Viasat opens a "Strength of Signal" Work Order in the Field Service Management System during the Warranty Period and Retailer either (a) fails to perform the "Strength of Signal" Service Call and complete the Work Order within 14 days after Viasat opens it; or (b) places the Work Order into a "pending cancel" status, then Viasat may transfer the Subscriber to an alternative service provider. If the alternative service provider is successful in performing the "Strength of Signal" Service Call and completing the Work Order within 30 days after receipt, then Viasat may chargeback Retailer \$100 to compensate Viasat for costs incurred in engaging a third party to perform Services during the Warranty Period and Retailer will no longer provide Services to the particular Subscriber and will no longer be eligible for Residual Commissions for the particular Subscriber. If the alternative service provider is unable to perform the "Strength of Signal" Service Call and complete the Work Order for any reason within 30 days after receipt of the Work Order, Retailer will not be charged back \$100, will continue to provide Services to the Subscriber, and will continue to be eligible for Residual Commissions in accordance with the terms set forth in the Self-Installing Commission Rate Sheet or the Strategic Self-Installing Commission Rate Sheet, as applicable.
- (iii) Retailer is required to respond to Service Calls for Subscribers installed or upgraded by Retailer, regardless of whether the Service call is performed within the Warranty Period or thereafter.

- (iv) When Retailer replaces the CPE or Business Equipment during a Service Call, Retailer shall create an RMA for the removed CPE or Business Equipment and submit the removed CPE or Business Equipment via Viasat's Bulk RMA process.
- (v) Retailer acknowledges and agrees that either Viasat or the Master Agent may enforce Retailer's responsibilities relating to performing Installations and Service Calls. Current compensation rates for Service Calls and Installation work are set forth in the Self-Installing Commission Rate Sheet and Strategic Self-Installing Commission Rate Sheet, available upon request to Retailer's Master Agent and incorporated herein by reference. The Rate Sheets are subject to change from time to time in accordance with Section 5.3.

3.6 Prohibition on Side Deals. Retailer is strictly prohibited from entering into any contract or arrangement with a Subscriber that is in any way related to the Viasat Services except as permitted in Section 4.4(i). In addition, Retailer may not charge Subscribers for shipping, handling or similar costs associated with an Order (except that Retailers 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 Retailer portal.

3.7 Retailer Conduct. Retailer:

- (i) shall conduct its business in a manner that reflects favorably at all times on the Viasat Services and the good name, good will and reputation of Viasat;
- (ii) shall not engage in deceptive, misleading or unethical practices that are or might be harmful to Viasat;
- (iii) shall not misrepresent the prices or other terms of Packages or the Customer Agreement (including minimum term and termination fee provisions) and shall make no representations, warranties or guarantees as to the Viasat Services or the CPE that are inconsistent with the sales materials distributed by Viasat;
- (iv) shall comply with all Laws;
- (v) shall not make or cause to be made unsolicited telemarketing calls, faxes, or text messages for or in any way related to the Viasat Services;
- (vi) shall not induce or attempt to induce any Subscriber to breach the agreement under which it receives Viasat Services;
- (vii) shall not condition, tie or otherwise bundle any purchase of Viasat Services with the purchase of any other products and services, other than as specifically agreed to in writing by Viasat in advance;
- (viii) shall not enter into any side deals, contracts, or arrangements with a Subscriber that are in any way related to the Viasat Services; and
- (ix) shall not directly or indirectly provide financing for the purchase of any Viasat Services or make any payment to Viasat for Viasat Services or otherwise on behalf of any potential or actual Subscriber.

3.8 Policies and Insurance Requirements. Retailer must comply with (i) all Viasat policies issued by Viasat from time to time and posted in Viasat's Sales and Marketing Center; and (ii) all Viasat insurance requirements set forth in Schedule C. 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 Retailer as well as funds to be collected or withheld from Retailer may be handled either by Viasat directly or by Viasat's designated

Master Agent or other third party payment processor, to be determined in 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 Viasat Service fees, CPE lease fees, Business Equipment lease or purchase fees, and any additional fees, including any reconnection fees, early termination fees, and fees for other Viasat Services.
- (ii) **Installation Fee and Upgrade Fee.** Self-Installing Retailers shall purchase the CPE and ATAs from the Master Agent. Self-Installing Retailers shall install the CPE for each New Subscriber and Upgrade Subscriber and the ATA, or Business Equipment for each New Subscriber and Upgrade Subscriber receiving the Viasat Voice, Business Voice, or Business Hotspot service. Upon activation of the Viasat Internet service, title to the CPE transfers to Viasat. Upon activation of the Residential Viasat Voice service, title to the ATA transfers to the New Subscriber or Upgrade Subscriber (as applicable). In consideration for the Installation services performed by the Self-Installing Retailer, Viasat shall pay Retailer either the Installation Fee or the Upgrade Fee (as applicable) set forth in the Self-Installing Commission Rate Sheet or the Strategic Self-Installing Commission Rate Sheet (as applicable). In consideration for the transfer of the title of the CPE to Viasat, Viasat shall pay Retailer the applicable Equipment Reimbursement Fees set forth in the Self-Installing Commission Rate Sheet or the Strategic Self-Installing Commission Rate Sheet (as applicable). In consideration for the transfer of title of the ATA for Residential Voice service to the New Subscriber, Viasat shall pay Retailer the Equipment Reimbursement Fee for ATA set forth in the Self-Installing Commission Rate Sheet or Strategic Self-Installing Commission Rate Sheet (as applicable).

4.3 Changes to Packages. Viasat, in its sole discretion, may revise Subscriber fees and other aspects of the service offering for each Package by making changes to the Service Availability tool accessed through the Retailer portal. Any changes shall be effective immediately, unless Viasat notifies Retailer of a different effective date.

4.4 Collection of Subscriber Fees and Past Due Subscriber Fees.

- (i) **Retailer Prohibited from Collecting Fees.** Retailer shall not collect or attempt to collect any monthly Viasat Service fees, CPE or Business Equipment lease or purchase fees or other fees from potential Subscribers. The sole exception to this prohibition is that Self-Installing Retailers may collect from New Subscribers for non-standard ancillary work (which shall include the installation of the Business Equipment and any service calls related to the Business Equipment if the Retailer performs such installation and/or service calls) agreed upon between the Subscriber and the Retailer and performed by the Retailer. Recommended pricing for non-standard ancillary work is set forth in the Viasat Non-Standard Installation Best Practices Job Aid on the Viasat eGuide. Retailer shall be solely responsible for all warranty work related to non-standard ancillary work.
- (ii) **Past Due Subscriber Fees.** Notwithstanding the provisions of Section 4.4(i) above, Retailer may from time to time contact Subscribers to encourage them to pay Viasat past due amounts on Viasat bills. Retailer agrees to comply with all Laws in so doing, including compliance with the Fair Debt Collection Practices Act and state debt collection laws, as applicable. Retailer agrees not to engage in harassing, abusive, or deceptive conduct in so doing, and to inform Viasat whenever a Subscriber disputes an amount owed. Retailer further agrees to cease contacting Subscribers when requested by the Subscriber or Viasat.

4.5 CPE Transfer Restriction. Without Viasat's prior written consent, Retailer shall not use, distribute, sell, transfer, offer for sale or otherwise provide the CPE, the ATA or the Business Equipment for any purpose other than for providing Viasat Services to New Subscribers or Upgrade Subscribers. If Retailer sells or otherwise transfers the CPE, the ATA or the

Business Equipment 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, Retailer shall immediately pay Viasat \$340.00 per each such transferred Surfbeam-2 CPE, \$417 per each such transferred Viasat-2 CPE, and \$50.00 per each such transferred ATA, \$160 for each controller, \$285 for each outdoor Wi-Fi access point, \$200 for each indoor Wi-Fi access point, and \$85 for each IP telephone handset.**

Section 5. Commissions.

- 5.1 Activation.** All sales of Viasat Services are transactions solely between Viasat and the New Subscriber, or Upgrade Subscriber. Prior to receiving Viasat Services, each potential New Subscriber must electronically sign Viasat's then-current customer agreement ("**Customer Agreement**"). Retailer will not be eligible for applicable Commissions until Viasat has received the executed Customer Agreement, or in the case of Upgrade Subscribers until a new Service has been activated in Viasat's systems.
- 5.2 Commissions.** For each New Subscriber or Upgrade Subscriber who either (a) activates Viasat Services as a result of an Order placed through Retailer during the Term or (b) in the case of the SalesPro Program, activates Viasat Services as a result of a sales lead received by Viasat through Retailer's dedicated toll free number, Retailer is eligible for Commissions as set forth in the Sales Only Commission Rate Sheet, Strategic Sales Only Commission Rate Sheet, Self-Installing Commission Rate Sheet, or Strategic Self-Installing Commission Rate Sheet, as applicable.
- 5.3 Commission Rates.** Viasat, in its sole discretion, determines the commission rates to be paid to Retailer. Viasat is entitled to modify the Rate Sheets from time to time in its sole discretion by giving Retailer notice of any such change. Any changes are effective immediately and apply to all Orders for Viasat Services placed on or after such date, unless Viasat notifies Retailer of a different effective date upon notification. If Retailer does not consent to the changed rate(s), Retailer will have 15 days to exercise its right to terminate this Agreement under Section 8.1, and prior to the effective date of termination, the original rates will remain in effect.
- 5.4 Retailer Disputes.** Retailer must notify the Master Agent (or if Retailer is paid directly by Viasat, Retailer must notify Viasat) in writing no more than 15 days after the date of a Commission statement of any dispute or error in such Commission statement. Viasat will make a reasonable effort to review all Commission disputes within 30 days of its receipt of Master Agent's notification (or if notified directly by Retailer, within 30 days of its receipt of Retailer's notification), and any appropriate corrections or adjustments will be reflected in the next Commission statement delivered by Viasat. Retailer agrees that Viasat has no liability under this Agreement for Commissions not received by Retailer as a result of an error in any way attributable to: (i) any bank or financial institution; (ii) Retailer; or (iii) any other person or entity outside of Viasat's direct control. No payment to Retailer under this Agreement, whether in full or in part, will be deemed to operate as Viasat's acceptance or admission that Retailer has complied with any provision of this Agreement.
- 5.5 Co-Op Marketing Program.** Retailers may participate in Viasat's Co-Op marketing program ("**Co-Op Program**") as set forth in Schedule B.
- 5.6 No Commission Obligation.** Notwithstanding anything to the contrary, Retailer shall not be entitled to any Commissions with respect to any Subscriber if: (i) Viasat Services have been cancelled, disconnected or terminated during the time frames set forth in the Chargeback Section of the applicable Rate Sheet (but only to the extent of the Chargeback Amount set forth in the Chargeback Section of the applicable Rate Sheet); (ii) payment in full for the Viasat Services has not been received by Viasat; (iii) a credit or refund has been issued by Viasat as a result of Retailer's action or omission (to the extent of the credit or refund issued);

(iv) the Subscriber would otherwise be a New Subscriber, but the Installation location set forth in the Order is already receiving Viasat Services from Viasat or a Viasat Wholesaler on the date of the Order, provided however, this subsection (iv) shall not apply to the extent that Retailer places an Order for a service the Installation location was not previously receiving (for example, if the Installation location is already receiving Viasat's internet product and Retailer places an Order for a Wi-Fi product, Retailer shall be eligible for a Commission for the Wi-Fi product only); (v) the Installation location set forth in the Order had a Viasat Services account with Viasat or a Viasat Wholesaler which was terminated during the one-year period prior to the Subscriber ordering Viasat Services from Retailer provided however, this subsection (v) shall not apply to the extent that Retailer places an Order for a Viasat Service that is different from the Viasat Service terminated during the previous one-year period (for example, if a party at the Installation location terminated Viasat's internet product in the one-year period prior to Retailer placing an order for a Wi-Fi product, Retailer shall be eligible for a Commission for the Wi-Fi product only); (vi) the New Subscriber account is activated with false or fraudulent Subscriber information or other information; (vii) Retailer fails to comply with any obligation it has with respect to Subscriber; (viii) Viasat, after reasonable investigation, has determined that a Subscriber has made a credible complaint against Retailer with respect to Retailer's conduct toward the Subscriber or failure to comply with an obligation to Subscriber; or (ix) Retailer has directly or indirectly provided a potential or actual Subscriber with financing for the purchase of any Viasat Services or has made payment to Viasat for Viasat Services on behalf of any potential or actual Subscriber. Any Commissions paid under any of the foregoing circumstances shall be subject to recovery by Viasat, either by offset against Commissions payable to Retailer in connection with other New Subscribers or, at the request of Viasat, by payment from Retailer.

5.7 Suspension or Termination. In addition to any other rights and remedies available, Viasat is not required to pay any Commissions to Retailer which would otherwise be due during any period in which Retailer is in breach or default of this Agreement, and Viasat will have no liability to Retailer as a result of such suspension of payment and Retailer will 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 survives the 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 Retailer's breach.

5.8 Offsets. Viasat (or Master Agent) has the right, but not the obligation, to offset the following amounts from Commissions:

- (i) the amount of Commissions paid by Viasat to Retailer which exceeded the actual amount to which Retailer was entitled, or the amount by which Retailer or its affiliates is indebted to Viasat for any other reason;
- (ii) any Chargeback Amount owed, and any amounts that Viasat may incur or for which Viasat may become liable to third parties because Retailer has failed to perform its obligations under this Agreement; and
- (iii) amounts that Viasat deems necessary to protect itself from any loss, damage, or expense relating to or arising out of Retailer's performance, or in response to any claim or threatened claim of which Viasat becomes aware concerning Retailer or the performance of Retailer's duties, including amounts credited to any Subscriber as a result of Retailer's failure to comply with its disclosure obligations under this Agreement.

5.9 Costs and Expenses; Sole Compensation. Retailer acknowledges and agrees that the Commissions constitute the sole commissions or fees payable by Viasat to Retailer for Retailer's role in soliciting orders for Viasat Services. If Viasat ceases paying Commissions to Retailer for a Subscriber pursuant to any of the terms of Section 5, then such Subscriber

will be deemed a “Viasat-direct” Subscriber according to Viasat’s internal systems, and Retailer will 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.** Viasat expressly disclaims all 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, ATA, the Business Equipment, or Viasat Services, including without limitation, any content that may be accessed through any CPE, Business Equipment or Viasat Services. Viasat does not guarantee that New Subscribers’ use of the CPE, ATA, Business Equipment or Viasat Services will be uninterrupted or error-free.
- 6.2 Service Plan Prohibition.** Retailer may not offer any service plan, warranty protection or similar service, however denominated, for the Viasat Services except that Self-Installing Retailers must offer the warranty required by Section 3.5(i) and Self-Installing Retailers may offer a warranty with respect to ancillary work.

Section 7. Confidentiality.

- 7.1 Confidential Information.** Retailer 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, PII, costs and other non-public information (“Confidential Information”). Retailer 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. Retailer shall collect, access, use, maintain, and disclose (collectively, “Process”) all Confidential Information in accordance with all applicable Laws and is responsible for the security of such information in its custody or control.
- 7.2 Property of Viasat.** Retailer agrees that all Confidential Information will be and remain the property of Viasat. Any tangible form of Confidential Information including documents, papers, computer diskettes and electronically-transmitted information must be destroyed or returned, together with all copies, to Viasat promptly upon termination or expiration of this Agreement, or anytime upon Viasat’s request.
- 7.3 Subscriber Information.** All Subscribers are customers of Viasat for all purposes relating to Viasat Services. As between Retailer and Viasat, all PII is Confidential Information of Viasat. Retailer and any Third Party Service Provider shall not Process PII except as expressly permitted under this Agreement. Retailer shall not solicit Subscribers for any purpose not expressly authorized by this Agreement.
- 7.4 Security Policies.**
- (i) Retailer and any Third Party Service Provider shall abide by industry best practices that govern the privacy and security of PII and any other security policies and procedures or written instructions provided by Viasat.
- (ii) In connection with placement or entry of Orders by Retailer using its own order entry system, a third-party order entry system, or any system furnished by Viasat, Retailer shall:
- (a) Prohibit the capture and retention of PII outside of the designated system;
 - (b) Maintain a process of controlling user identification and credentials to ensure they are unique to each user and are not shared among users;

- (c) Ensure that all personnel with physical or logical access to PII are granted access to such data on a need-to-know, least privilege basis; and
- (d) Ensure Retailer can grant and revoke every user's access to PII in a timely and auditable manner, and will revoke a user's access when necessary to comply with the terms in this Section.

(iii) Viasat and its authorized representative (including its internal and external auditors) have the right to perform an operational audit, during reasonable business hours, and upon reasonable notice, for purposes of review and evaluation of Retailer's security, confidentiality, and privacy practices and standards, including compliance with applicable Laws and regulations and the terms herein. If any operational audit reveals an inadequacy or insufficiency of Retailer's security, confidentiality, privacy practices and standards, or ineffectiveness of internal controls, Retailer will promptly develop and implement a corrective action plan reasonably satisfactory to Viasat. The cost of developing and implementing this plan will be Retailer's sole responsibility. Viasat may perform one or more additional follow up operational audits once per year to verify performance under the corrective action plan.

(iv) Retailer's compliance with these security requirements will not in and of itself excuse Retailer from any of its obligations set forth in this Agreement, including, without limitation, obligations of indemnification and confidentiality.

(v) Retailer shall promptly notify Viasat in writing, but no later than one business day after discovery, of any Security Incident. In response to the Security Incident, Retailer agrees to cooperate with Viasat, law enforcement, and Government Authorities in its investigation and in the preparation and transmittal of any notice that Viasat may deem appropriate or required by Law, to be sent to customers or other affected third parties regarding the Security Incident, and to further take appropriate and timely remedial action with respect to the integrity of its security systems and processes. Further, if Retailer (or its Third Party Service Provider) caused the Security Incident, Retailer shall pay for Viasat's out of pocket expenses and Losses arising from the Security Incident. If Retailer (or its Third Party Service Provider) contributed to but did not cause the unauthorized access, Retailer shall contribute on an equitable basis to Viasat's out of pocket expenses and Losses arising from the unauthorized access. Any failure by Retailer (or its Third Party Service Provider) to abide by Viasat's security policies and procedures or written instructions provided to Retailer, or the requirements herein shall be a material breach of this Agreement.

7.5 PCI Compliance. If Retailer is using its own or a third-party Order entry system and integrating through an Application Programming Interface ("API") to Viasat's back office rather than entering Orders directly into Viasat's Retailer portal, then Retailer shall abide by the PCI Compliance Requirements set forth in Schedule D attached hereto.

7.6 Use of Third Party Service Providers. Retailer will remain fully liable for the work performed by and for the acts or omissions of any Third Party Service Provider. Retailer will require all Third Party Service Providers to comply with the terms of this Agreement applicable to the obligations of Retailer that are performed by the Third Party Service Provider, including without limitation, provisions governing protection of Confidential Information. Viasat may, at its discretion, require Retailer to provide written evidence reasonably satisfactory to Viasat that the Third Party Service Provider is in compliance with the requirements of this Agreement to the extent applicable to the Third Party Service Providers' services. Retailer will not permit Third Party Service Providers to disclose or access PII outside of the United States without the prior written consent of Viasat, which may be withheld in Viasat's sole discretion.

Section 8. Termination.

- 8.1 Termination for Cause after Notice Period.** 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 or, 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 Termination for Cause Immediately.** Viasat may immediately terminate this Agreement upon written notice to Retailer (without opportunity to cure) if (i) Retailer, for more than 20 consecutive days, fails to maintain operations as a going business; (ii) Retailer falsifies any documents or forms supplied to the Master Agent, a potential or actual Subscriber, or Viasat; (iii) Retailer 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; (iv) Retailer directly or indirectly sells or otherwise transfers possession of the Viasat Services, CPE, ATA, or Business Equipment to a person or entity who Retailer 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; (v) Retailer makes any misrepresentation as to Viasat, Viasat Services, ATA, CPE, or Business Equipment, or breaches the provisions of Sections 3.6, 3.7, 3.8 or 7 of this Agreement; or (vi) Retailer commits an incurable material breach.
- 8.3 Termination without Cause.** Either Party may terminate this Agreement in whole or as a Partial Termination without cause upon three days' prior written notice to the other Party.
- 8.4 Termination without Proper Notice.** If Retailer notifies Viasat of its intent to (i) cease soliciting Orders for Viasat Services; (ii) cease performing its contractual obligations; or (iii) terminate this Agreement, but such notice does not comply with the notice requirements of Section 9.3 (for example, Retailer notifies Viasat via a telephone call), Viasat, at its option, may deem such notification as sufficient written notice of termination by Retailer and may terminate this Agreement on such basis.
- 8.5 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement:
- (i) All license grants set forth herein automatically cease, and Retailer will immediately cease (a) soliciting Orders for Viasat Services, and (b) all advertising, promotion, and marketing of the Viasat Services and immediately cease to represent and/or imply to any person or entity that Retailer is an Authorized Retailer for Viasat. Retailer must immediately take down any content referencing Viasat, or the Viasat Services in its physical or online locations.
 - (ii) Retailer shall cease using Viasat's trademarks, trade names, service marks, logos or designations, and shall return or at Viasat's request, destroy, all of the Confidential Information in its possession or control in accordance with Section 7.2.
 - (iii) Retailer will receive Commissions for New Subscribers activated within 30 days after termination or expiration of this Agreement; provided, however, that the last month's Commissions will be withheld pending final reconciliation of compensation and chargeback reserves for the 210 days following termination. In the case of a Partial Termination, the surviving portion of this Agreement shall continue to operate without any changes and the first sentence of this Section 8.5(iii) applies only to Commissions related to the terminated portion of this Agreement.
 - (iv) Retailer will continue to receive Residual Commissions due under the applicable Rate Sheet for active Viasat Subscribers for whom Retailer was receiving Residual Commissions prior to termination if (a) Viasat terminates either part or all of this Agreement without cause pursuant to Section 8.3 and Retailer was an Active Retailer in the last full calendar quarter immediately prior to termination; or (b) Retailer terminates the Agreement for cause under Section 8.1.
 - (v) Viasat will cease paying Residual Commissions to Retailer if (a) Viasat terminates this Agreement for cause under Section 8.1 or 8.2; (b) Viasat terminates either part or all of this Agreement without cause pursuant to Section 8.3 and Retailer was not an Active Retailer in

the last full calendar quarter immediately prior to termination; or (c) Retailer terminates this Agreement without cause pursuant to Section 8.3. If there is a Partial Termination by Retailer without cause, Viasat shall cease paying Residual Commissions to Retailer for the Subscribers who Retailer activated under the portion of the Agreement that has been terminated. For example, if Retailer is no longer a Self-Installing Retailer, Viasat shall cease paying Residual Commissions to Retailer for the Subscribers who Retailer activated as a Self-Installing Retailer.

- (vi) Viasat, at its option, may re-acquire any or all CPE and Business Equipment then in Retailer's possession at prices not greater than the prices paid by Retailer for such CPE or Business Equipment (or, if the CPE or Business Equipment is not in unopened factory sealed boxes, 50% of such prices) subject to a restocking charge of 10% of the total purchase price of the returned CPE and Retailer paying all shipping and handling charges. Upon receipt of any such CPE or Business Equipment re-acquired from Retailer, Viasat shall issue an appropriate credit to Retailer's account.
- (vii) Within 30 days after termination, Retailer shall pay Viasat any applicable Chargeback Amount, unless Viasat has offset any such Chargeback Amount against amounts owed to Retailer under Section 5.8 of this Agreement or otherwise. Upon notice, Viasat may direct that any such Chargeback Amount be paid directly to the Master Agent or other paying agent.

8.6 No Damages for Termination or Expiration. Viasat is not liable to Retailer for damages of any kind, including incidental or consequential damages, on account of the termination or expiration of this Agreement. Retailer waives any right it may have to receive any compensation or reparations on termination or expiration of this Agreement, other than as expressly provided in this Agreement. Viasat is not liable to Retailer 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 Retailer or for any other reason whatsoever based upon or arising 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.

8.7 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. Retailer 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 Retailer's or Viasat's (as applicable) representations, warranties, covenants, agreements and other obligations under this Agreement.

9.2 Indemnification by Retailer. Retailer shall indemnify, defend and hold Viasat, its 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 Retailer or any employee, agent (including Sales Agents), subcontractor, third party to whom Retailer provides Confidential Information or other representative of Retailer, (ii) any contracts, debts and/or obligations made by Retailer; (iii) any claim brought by Retailer's employees or agents for compensation and/or damages arising out of this Agreement or the expiration or termination of this Agreement; and/or (iv) any claim, damage or other cost or liability arising from a Self-Installing Retailer'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**”) may 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 set forth in Section 9, 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, 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 3.3(i), 3.5(i), 4.1, 4.4(i), 4.5, 5.4, 5.6 through 5.9, 6, 7, 8.5, 8.6, 8.7, 9, 10, 11 and Schedule A.
- 11.2 Assignment and Change of Control.** This Agreement must not be assigned by Retailer. Any Change in Control is an assignment requiring the prior written consent of Viasat, which shall not be unreasonably withheld. Retailer shall notify Viasat in writing 30 days prior to the effective date of any Change of Control. Viasat may assign this Agreement. Unauthorized assignment is void. This Agreement is binding upon and inures to the benefit of the Parties’ successors and authorized assigns.
- 11.3 Modification.** This Agreement 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 hereof. In addition to modifications permitted under Section 5.3 (which shall be governed by Section 5.3), Viasat may amend this Agreement upon 30-days prior written notice to Retailer, including e-mail transmission and/or notice via Viasat’s Sales and Marketing Center; provided, however, that Retailer shall have the right to terminate this Agreement in accordance with the terms of this subsection if Retailer does not consent to the terms of the amendment. Retailer may exercise such right of termination from the date of receipt of such written notice of amendment (“**Notice Date**”) until the date which is 30 days after the Notice Date. Termination will be effective 30 days after Viasat receives notice of termination and the terms of the amendment will not apply during such period. If Retailer does not provide notice of termination within such period, Retailer will be deemed to have accepted such amendment. The Parties may also amend this Agreement through a written amendment signed by duly authorized representatives of both Parties, provided Retailer 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 shall 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 must 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 Viasat's Sales and Marketing Center. Either Party may change its address for notice purposes by notifying the other Party in accordance with this subsection. Retailer 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 is 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 must 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 are not 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 is declared illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, all other provisions of this Agreement remain in full force and effect.
- 11.10 Laws.** Nothing contained in this Agreement should 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 prevails; provided, however, that in such event the provision(s) of this Agreement so affected will be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, no other provisions of this Agreement will be affected thereby and all of such other provisions 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 should 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, Retailer shall provide any and all available background and account information regarding a Subscriber for which Retailer received Commissions.
- 11.14 Electronic Signature.** The Parties acknowledge and agree that an electronic signature of this Agreement of each Party on page 1 has the same effect as a handwritten signature. A signed copy of this Agreement delivered by facsimile, electronic mail or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this Agreement.

Schedule A

Definitions

“Active Retailer” means a Sales Only Retailer or a Self-Installing Retailer who has at least six New Subscriber activations per calendar quarter. The determination as to whether a Combo Retailer is an “Active Retailer” will be separately made for the Combo Retailer’s Sales Only Sales, or Strategic Sales Only Sales (as applicable) on the one hand and Self-Installed Sales or Strategic Self-Installed Sales (as applicable) on the other hand. For example, a Combo Retailer with six New Subscriber activations in the past calendar quarter from Sales Only Sales and three New Subscriber activations in the past calendar quarter from Self-Installed Sales will be considered an “Active Retailer” with respect to his Sales Only Sales but will not be considered an “Active Retailer” with respect to his Self-Installed Sales.

“ATA” means the Viasat Voice analog telephone adapter provided by Viasat sufficient to enable a Subscriber to receive Viasat’s Voice service.

“Business Equipment” means the hardware (Wi-Fi Access Point(s) (“WAP”), controller(s), telephone handsets, etc. to enable Viasat Services such as Business Voice and Business Hotspot) and software provided by Viasat (or its designated suppliers) sufficient to enable a Subscriber to receive Viasat Services, but excluding CPE, wiring, and Ethernet or USB network interface hardware in the Subscriber’s computer or network.

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

“Chargeback Amount” has the meaning set forth in the applicable Rate Sheet.

“Combo Retailer” is a Self-Installing Retailer who may also complete Sales Only Sales, or Strategic Sales Only Sales. A Combo Retailer is subject to all of the terms related to a Self-Installing Retailer for purposes of Self-Installed Sales and Strategic Self-Installed Sales and is subject to all of the terms related to a Sales Only Retailer for purposes of Sales Only Sales or Strategic Sales Only Sales.

“Commissions” means the applicable sales commission payments, service call fees and equipment reimbursement fees, each as set forth in the applicable Rate Sheet.

“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 Viasat internet services, but excluding wiring, and Ethernet or USB network interface hardware in the Subscriber’s computer.

“Customer Agreement” is defined in Section 5.1.

“Door-to-Door Sale” means a sale of the Viasat Services which meets the definition of a “Door-to-Door Sale” under 16 CFR Section 429 or other applicable Laws.

“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.

“Installation” means the installation or Upgrade of CPE, specified wiring and, if applicable, an ATA at a Subscriber’s premises, or Business Equipment in accordance with Viasat’s Specifications and activation of Viasat Services for the Subscriber.

“Laws” means all applicable laws, rules, regulations, statutes, orders and ordinances of all Governmental Authorities including, without limitation, federal, state, and local privacy and data protection laws and regulations for all jurisdictions in which Retailer Processes Confidential Information.

“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 retailer relationships.

“New Subscriber” means a Qualified Subscriber (i) who either activates Viasat Services as a result of an Order placed through Retailer pursuant to this Agreement or activates Viasat Services under the SalesPro Program as a result of a sales lead received by Viasat through Retailer’s dedicated toll free number; and (ii) who has signed the Customer Agreement. For Clarity, a Subscriber who (x) transitions from one Viasat plan to another Viasat plan; (y) Upgrades from one Viasat plan to another; or (z) replaces a Viasat modem with a different Viasat modem is not a New Subscriber.

“Order” means an order for a potential Subscriber to purchase a Package and lease CPE (and in some cases purchase or lease Business Equipment), 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 the Retailer portal.

“Party” means each of Viasat and Retailer individually.

“Partial Termination” means termination of a Combo Retailer’s authority to solicit Self-Installed Sales, Strategic Self-Installed Sales, Sales Only Sales, or Strategic Sales Only Sales with the result being that the Combo Retailer becomes a Self-Installing Retailer, or a Sales Only Retailer.

“Parties” means Viasat and Retailer collectively.

“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” or “PII” means (i) a Subscriber’s full name, address, email 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) the Package subscribed for by, and user name and password of, a Subscriber; (iii) a Subscriber’s utilization and trending data; (iv) PCI Data; and (v) all information stored by Retailer for Subscribers and any other information relating to Subscribers or submitted by Subscribers. PII does not include information the Subscriber has placed on a website or webpage generally available to the public.

“Process” has the meaning set forth in Section 7.1.

“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 Installation address has not received Viasat Service(s) in the past 365 days;
- (iii) the potential subscriber will not connect nor allow access to, whether directly or indirectly, the Viasat Services with more than five computers per CPE (not applicable to business Packages);

- (iv) the potential subscriber is not intending (to Retailer's knowledge after reasonable inquiry) 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; and
- (v) a potential subscriber of the Viasat Business service does not intend to use the Viasat Business service for autonomous or automated machine-to-machine communication, wireless backhaul services, or uploading streaming content (including music and video content) for resale.

"Rate Sheet(s)" shall mean the Sales Only Commission Rate Sheet, the Strategic Sales Only Commission Rate Sheet, the Self-Installing Commission Rate Sheet, or the Strategic Self-Installing Commission Rate Sheet, either individually or collectively, as applicable.

"Recovery Act Plan" means the service packages offered by Viasat under the American Recovery and Reinvestment Act of 2009.

"Residual Commission" means the rates identified under the column heading "Residual Commissions for Residential Plans and Business Plans" in the Rate Sheets.

"Sales Agent" means an entity or individual with whom Retailer has a then-current enforceable written contract under which Retailer authorizes Sales Agent to perform customary sales-related duties such as marketing, promotion and solicitation of Qualified Subscribers.

"Sales Only Retailer" means a Retailer who is not itself a Viasat-Certified Installer and who does not take responsibility for the Installation or Service Call support of any Order. References in this Agreement to Sales Only Retailers shall include Strategic Sales Only Retailers unless otherwise noted.

"Sales Only Commission Rate Sheet" means the rate sheet listing Commissions for Sales Only Sales available upon request to Retailer's Master Agent and as incorporated herein by reference.

"Sales Only Sale" means a New Subscriber sale by a Sales Only Retailer (excluding Strategic Sales Only Retailers) either directly or through the SalesPro Program, pursuant to which the Retailer does not take responsibility for the Installation or Service Call support.

"SalesPro Program" means a Viasat managed sales program whereby Retailer identifies potential Subscribers as sales leads and refers such sales leads to Viasat over a toll free number.

"Security Incident" means any unauthorized access to, acquisition of, or disclosure of, Confidential Information in the custody or control of Retailer, Retailer personnel, or a Third-Party Service Provider, or a reasonable belief by these entities or persons that such unauthorized access, acquisition, or disclosure has occurred.

"Self-Installing Commission Rate Sheet" means the rate sheet listing Commissions for Self-Installed Sales available upon request to Retailer's Master Agent and as incorporated herein by reference.

"Self-Installing Retailer" is a Retailer (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. References in this Agreement to Self-Installing Retailers shall include Strategic Self-Installing Retailers unless otherwise noted.

"Self-Installed Sale" means a New Subscriber acquired by a Self-Installing Retailer (excluding Strategic-Self Installing Retailers) either directly or through the SalesPro Program pursuant to which the Self-Installing Retailer 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.

“Service” or “Services” means either individually or collectively, Installations, Service Calls and Upgrades for Subscribers as well as any additional services that may be applicable.

“Specifications” means Viasat’s Installation and Service Call Standards as updated from time to time and made available to Retailer on the Viasat eGuide.

“Strategic Sales Only Commission Rate Sheet” means the rate sheet listing Commissions for Strategic Sales Only Retailers, available upon request to the Retailer’s Master Agent and as incorporated herein by reference.

“Strategic Sales Only Retailer” means a Sales Only Retailer who is selected by Viasat, in its sole discretion, to operate under the Strategic Sales Only Commission Rate Sheet.

“Strategic Sales Only Sales” means a New Subscriber sale by a Strategic Sales Only Retailer either directly or through the SalesPro Program pursuant to which the Retailer does not take responsibility for the Installation or Service Call support of any Order.

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

“Strategic Self-Installing Commission Rate Sheet” means the rate sheet listing Commissions for Strategic Self-Installed Sales available upon request to the Retailer’s Master Agent and as incorporated herein by reference.

“Strategic Self-Installing Retailer” means a Self-Installing Retailer who is selected by Viasat, in its sole discretion, to operate under the Strategic Self-Installing Retailer Commission Rate Sheet.

“Subscriber” means a person or entity receiving Viasat Services (as documented in Viasat’s systems) and who has executed a Customer Agreement.

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

“Third-Party Service Provider” means any third party that accesses Confidential Information on behalf of Retailer in connection with performing this Agreement.”

“Upgrade” means the upgrade of a Subscriber’s Viasat Service that requires a service trip to replace the modem and the TRIA, and in certain circumstances the dish, including all work associated with the de-installation and re-installation of the applicable CPE. Upgrade also includes the addition of Business Equipment and Business Voice, or Business Hotspot to a Subscriber’s Viasat Services.

“Viasat-Certified Installer” means an installer (i) who has been certified by Viasat to install CPE; (ii) who has been issued a unique Technician ID; and (iii) whose certification has not expired.

“Viasat Services” means internet access via satellite and any other related services offered by or through Viasat, including, but not limited to the Viasat Voice telephone service.

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

“Warranty Period” is defined in Section 3.5(i).

“Work Order” means an individual order issued by Viasat to Retailer for each Service or series of Services.

Schedule B

Co-Op Program

The Co-Op Program allows for upfront partial funding of, and/or partial reimbursement to, eligible Retailers for eligible costs for approved marketing activities. For Retailers managed by Viasat, Viasat shall be responsible for administering the Co-Op Program pursuant to Viasat's Co-Op Marketing Program Guidelines, which may be amended from time to time and are hereby incorporated in this Agreement by reference (the "**Co-Op Guidelines**"). For Retailers being managed by the Master Agent, the Master Agent shall be responsible for administering the Co-Op Program pursuant to the Co-Op Guidelines. The Co-Op Guidelines shall be posted on Viasat's Sales and Marketing Center and shall include a list of pre-approved marketing activities. All other marketing activities and materials must be pre-approved by Viasat (for Viasat-managed Retailers) or the Master Agent (for Master Agent-managed Retailers). Viasat shall use commercially reasonable efforts to provide at least 15 days' prior notice of any updates or changes to the Co-Op Guidelines.

Schedule C

Insurance Coverage Requirements

1. **Coverage Limits.** Retailer 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, provided however, effective July 1, 2019, the limits shall increase to at least \$1,000,000 per occurrence for Retailers onboarding on or after July 1, 2019. Retailers who on-boarded prior to July 1, 2019 shall increase their limits to at least \$1,000,000 per occurrence between July 1, 2019 and June 30, 2020 as they renew their general liability policies;
 - (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 Retailers 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 Retailer 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 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. **Certificate of Insurance.** Retailer 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 in this Schedule C upon execution of this Agreement. Retailer 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. Retailer shall promptly comply with any subsequent requests to supply a then-current certificate of insurance. In addition, Retailer shall comply with all obligations or requirements imposed by the Master Agent (or other Viasat designee) relating to insurance.
4. **Subcontractors.** Retailers shall require any subcontractor utilized to perform services in connection with this Agreement or otherwise on behalf of Viasat to meet the insurance requirements in this Schedule C.
5. **Material Obligations.** The Parties agree that each of Retailer's obligations contained in this Schedule C is a material obligation of Retailer.

Schedule D

PCI Compliance Requirements

Retailer shall maintain procedures that govern the access to and storage of credit card and bank account information which meet the Payment Card Industry's Data Security Standards ("PCI DSS"). Upon request by Viasat, Retailer shall provide evidence of and a letter of attestation to its compliance with the version of the PCI DSS for which compliance is required by the PCI Security Standards Council with respect to the services being provided by Retailer under this Agreement. In addition, Retailer shall provide copies of relevant documentation and supporting information from books and records (excluding Retailer'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 the event that Retailer is or becomes no longer PCI DSS compliant, Retailer shall notify Viasat no later than seven (7) calendar days following such non-compliance and shall immediately provide Viasat with an action plan to remediate the non-compliant status.