



## Acceptable Use Policy of ViaSat, Inc.

**PLEASE READ THIS ACCEPTABLE USE POLICY (THIS "POLICY") CAREFULLY AS IT CONTAINS IMPORTANT TERMS AND CONDITIONS APPLICABLE TO THE DISHNET HIGH SPEED INTERNET SERVICE ("SERVICE") SUPPLIED BY VIASAT, INC. ("VISAT") THROUGH DISH NETWORK L.L.C. ("DISH").**

DISH and/or ViaSat may revise, amend, or modify this Policy at any time and from time to time in any manner in its or their sole and absolute discretion for any reason or no reason. Notice of any revision, amendment, or modification to this Policy may be given to you in accordance with the terms set forth in the DISH High-Speed Internet Agreement (the "Customer Agreement"). Questions regarding this Policy and complaints of violations of it can be directed to DISH at 1-800-344-DISH.

It is ViaSat's intent to provide users of the Service with the best satellite Internet service possible. In order to accomplish this task, ViaSat has adopted this Policy. This Policy outlines acceptable use of the Service, as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the Customer Agreement.

It is the responsibility of all persons who use or have access to the Service to comply with this Policy and all other DISH and ViaSat policies. As a customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other policies of DISH or ViaSat could result in the suspension and/or termination of your Service.

**Note:** DISH and ViaSat reserve the right to immediately terminate the Service and the Customer Agreement if you engage in any of the prohibited activities listed in this Policy or if you use the Service or any equipment used in connection with the Service ("Equipment") in a way which is contrary to any DISH policies of DISH, ViaSat or any of their suppliers. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

### **Prohibited Uses and Activities**

Prohibited uses include, but are not limited to, using the Service or the Equipment to:

(i) undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;

(ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

(iii) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;

(iv) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;

(v) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;

(vi) copy, distribute, or sublicense any software provided in connection with the Service by DISH, ViaSat or any third party, except that you may make one copy of each software program for back-up purposes only;

(vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any DISH or ViaSat (or DISH or ViaSat supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any DISH or ViaSat (or DISH or ViaSat supplier) facilities used to deliver the Service;

(ix) resell the Service or otherwise make available to anyone outside your home the ability to use the Service (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-dishNET or ViaSat local area network or wide area network;

(x) connect multiple computers behind the cable modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;

(xi) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

(xii) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;

(xiii) distribute programs that remove locks or time-outs built into software (cracks);

(xiv) run programs, equipment, or servers from your home that provide network content or any other services to anyone outside of your home LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

(xv) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

(xvi) participate in the collection of e-mail addresses, screen names, or other Identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

(xvii) collect responses from unsolicited messages;

(xviii) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, forge any TCP/IP packet header (or any part of the header information in an email or a newsgroup posting) or gain access to any account or computer resource not belonging to you (e.g., "spoofing") or otherwise hack, crack into, monitor, access, use, probe, or scan without authorization any system, network, data, traffic or security authentication measure or perform any other similar fraudulent activity;

(xix) service, alter, modify, or tamper with the Equipment or Service or permit any other person to do the same who is not authorized by DISH or ViaSat;

(xx) connect the Equipment to any computer outside of your home;

(xxi) collect, or attempt to collect, personal information about third parties without their consent;

(xxii) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and

(xxiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

## **Security**

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to the Service through your account. Therefore, you

must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. 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. Account functions such as verifying and maintaining the account, options and settings, must be performed by a person at least 18 years of age, without exception. ViaSat recommends against enabling file or printer sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

### **Inappropriate Content and Transmissions**

DISH and ViaSat reserve the right to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it or they, in its or their sole and absolute discretion, deem to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. None of DISH, ViaSat or any of their respective affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the personal web pages) made on the Service. However, DISH, ViaSat and their affiliates, suppliers, and agents have the right to monitor these transmissions and postings at any time and from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Customer Agreement and any other applicable agreements and policies.

### **Electronic Mail**

The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference DISH, ViaSat or the ViaSat network (e.g. by including "Organization: DISH or ViaSat" in the header or by listing an IP address that belongs to DISH, ViaSat or the ViaSat network) in any unsolicited e-mail even if that e-mail is not sent through the ViaSat network or Service.

Neither DISH nor ViaSat are responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at DISH's or ViaSat's sole discretion. In the event that DISH and/or ViaSat believe in its or their sole and absolute discretion that any subscriber name, account name, or e-mail address (each, an "Identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, DISH and ViaSat (i) reserve the right to block access to and prevent the use of any Identifier and (ii) may at any time require any customer to change his or her Identifier. In addition, DISH or ViaSat may at any time reserve any Identifiers on the Service for DISH's or ViaSat's own purposes.

### **Newsgroups**

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. DISH and ViaSat reserve the right in its or their sole and absolute discretion to discontinue access to any newsgroup at any time for any reason or no reason. ViaSat permits users of the Service to download a maximum of one gigabyte (1GB) of newsgroup content in any one month, unless users are subject to a Service plan that permits downloading more newsgroup content.

### **Instant Messages**

Users alone are responsible for the contents of their instant messages and the consequences of any instant messages. Neither DISH nor ViaSat assumes any responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

### **Personal Web Page and File Storage**

As part of the Service, ViaSat provides you with access to personal Web pages and storage space (collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You must ensure that the intended recipient of any content made available through the Personal Web Features is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. DISH and ViaSat reserve the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that they, in their sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. DISH and/or ViaSat may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if it or they determine, in its or their sole and absolute discretion, that you have violated the terms of this Policy.

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

You must comply with all current bandwidth, data storage, and other limitations on the Service established by DISH, ViaSat and their suppliers. In addition, 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 using any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web Features) does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of DISH and ViaSat) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly

restrict, inhibit, disrupt, degrade or impede DISH's or ViaSat's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services.

## **Copyright Infringement**

DISH and ViaSat are committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. DISH and ViaSat reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who DISH or ViaSat believes in its sole discretion is infringing these rights. DISH and ViaSat may terminate the Service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending DISH's or ViaSat's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon DISH's or ViaSat's receipt of a satisfactory notice of claimed infringement for these works, DISH or ViaSat will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). DISH will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). 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 DISH. Upon DISH's or ViaSat's receipt of a counter notification that satisfies the requirements of DMCA, DISH 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 received counter notification. In all events, you expressly agree that neither DISH or ViaSat will be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send DISH a notification of claimed infringement to report alleged infringements of their works to:

Legal Department  
DISH  
9601 S Meridian Blvd  
Englewood, CO 80112 U.S.A.  
Fax: 303-723-2050

Owners must notify DISH of claimed infringement in a form 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 DISH or 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 can file a counter notification with DISH's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(c)(3) of the U.S. Copyright Act.

ViaSat does not routinely monitor the activity of Service accounts for violation of this Policy. However, ViaSat will respond appropriately if it becomes aware of inappropriate use of the Service. Although ViaSat has no obligation to monitor the Service and/or the network, ViaSat and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and users of the Service.

DISH and ViaSat prefer to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that DISH, ViaSat and/or their suppliers, in its or their sole and absolute discretion, believe violate this Policy, DISH, ViaSat and/or their suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of DISH, ViaSat or any of their affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not DISH's or ViaSat's exclusive remedies and DISH and/or ViaSat may take any other legal and/or technical action it or they deem appropriate.

DISH and ViaSat reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on DISH's or ViaSat's servers and network. During an investigation, DISH or ViaSat may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize DISH, ViaSat and their suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include DISH and/or ViaSat providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, DISH, ViaSat and their suppliers are authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of DISH, ViaSat or their suppliers to enforce this Policy, for any or no 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, 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. Hughes and DISH each reserve the right at all times to prohibit activities that damage its or their commercial reputation and goodwill or affect the quality of the Service or their ability to provide the Service.

You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or

technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify ViaSat if you become subject to any such order.

You agree to indemnify, defend and hold harmless DISH, ViaSat and their affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted dishNET, DISH, or ViaSat policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

### **Internet Provisions**

Neither DISH nor ViaSat endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Service. None of such content should be construed or understood to constitute or reflect the views or approval of DISH, ViaSat or any of their subsidiaries or affiliates. Neither DISH nor Hughes recommend that such content be relied on for reaching important decisions or conclusions without appropriate verification and, as appropriate, professional advice.

You acknowledge that Internet sites, and use of the Internet, 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 neither DISH nor ViaSat is 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 Internet are beyond DISH's and ViaSat's reasonable control and are not in any way warranted or supported by DISH, ViaSat or their third party contractors. 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. You confirm that you assume all risk and liability of any use of the Internet through your account.

### **Access and Upgrades**

Finally, please note that DISH or ViaSat may automatically check the version of the Equipment and any software you are running and may provide upgrades to the system that will be automatically downloaded to your eEquipment. In addition, DISH or ViaSat may check the health and status of your system to ensure that the configuration of your computer is optimized for use with the Service. You hereby authorize all such access and upgrades.