



**SPECIAL PROVISIONS FOR THE UTILIZATION
OF THE YONDERSM MOBILE BROADBAND SERVICE
BY AIRCRAFT EARTH STATIONS (AESs)**

Article 1

Scope of Terms and Conditions

- (A) These Special Provisions shall apply to the authorization between ViaSat, Inc. (together with its officers, directors, agents, and affiliates, "the Company") and the Satcom Direct customer for the service and/or operator of the Aircraft Earth Station ("AES") (collectively referred to herein as, "the AES operator") described in this Customer Service Agreement (CSA) with respect to the utilization of the YonderSM Mobile Broadband Service by the AES.

Article 2

AES Performance, Criteria and Operations

(A) Authorization Subject to Compliance with Technical and Operating Requirements

- (1) Throughout the service area of the YonderSM Mobile Broadband Service:
 - (a) When operated in normal conditions, and subject to any limitations applicable to its level of authorized access to the service, the AES will perform consistent with the criteria and performance standards to which it was manufactured;
 - (b) AES Operators shall be required to comply with these Special Provisions as far as applicable, and any amendments thereto, as notified by the Company to the AES operator at any time or times.
- (2) The authorization to utilize the YonderSM Mobile Broadband Service shall be conditional upon compliance with this Article 2. The AES Operator shall not utilize the YonderSM Mobile Broadband Service in a manner contrary these Special Provisions, without the prior written consent of the Company.

(B) Sanctions in the Case of Non-Compliance

- (1) The Company shall be entitled, at any time or times, and with immediate effect, unilaterally to modify, restrict, suspend or terminate, temporarily or permanently, the authorization, by notification to the AES Operator and/or Satcom Direct, if the Company deems the AES or the AES Operator to not so comply, or to practice a utilization not so authorized, no matter what the cause or causes of such non-compliance or practice.
- (2) Unless the authorization has been terminated, the Company shall lift such modification, restriction or suspension, if it is demonstrated to the Company's satisfaction that compliance has been resumed and will be maintained, or that such unauthorized practice has been and will be discontinued by the AES Operator.

(C) Suspension and Termination in Special Circumstances

- (1) The authorization shall be deemed to be suspended during any period in which persistent malfunction or any operation of the AES that degrades the performance of the YonderSM Mobile Broadband Service occurs.
- (2) The authorization shall be deemed to be terminated if any of the following circumstances occurs:
 - (a) reconfiguration of the AES while retaining the same configuration description; and
 - (b) any modification or change to the AES configuration or installation that will result in an installation with a different configuration from that provided at the time of commissioning.
- (3) The Company shall be notified promptly in writing by the AES Operator and/or Satcom Direct of any of the events specified in sub-paragraphs (1) and (2) above.
- (4) Upon suspension of the authorization for the reasons set forth in sub-paragraph (1) above, the Company shall inform the AES Operator whether any retesting is required, and when the suspension has been lifted.
- (5) Upon the termination of the authorization for any of the reasons set forth in sub-paragraph (2) above, recommissioning may be required in order for the AES to recommence utilization of the system.

(D) Suspension for Non-Payment of Accounts and Other Causes

- (1) Without prejudice to any of the other remedies and provisions of these Special Provisions or at law, the Company may suspend the authorization due to non-payment of accounts to the Company by Satcom Direct, AES Operator's non-payment of accounts to Satcom Direct for the services provided by Satcom Direct, loss or theft of the AES, fraudulent use of the AES, request by the aircraft owner or fleet operator to bar the AES for at least ten (10) days as the aircraft is about to be grounded or other non-compliance with these Special Provisions.
- (2) Upon being satisfied that the causes of the suspension have been remedied, the Company may lift the suspension.

(E) Compliance with National and International Regulations

- (1) In utilizing the YonderSM Mobile Broadband Service, the AES Operator shall be required to ensure compliance with:
 - (a) the conditions of any license, certification or other authorization for the installation and operation of the AES on board the aircraft, issued by the regulatory jurisdiction(s) under whose authority the aircraft is operating;
 - (b) the conditions of the AES Operators' licenses or certificates issued or recognized by the regulatory jurisdiction(s) under whose authority the aircraft is operating, relative to the use of the AES; and
 - (c) all applicable laws and regulations governing the use of communications of any regulatory jurisdiction(s) in which the AES is located at any time, including any applicable international regulations.
- (2) The AES Owner shall indemnify, defend, and hold harmless the Company against any claim asserted or loss incurred by the Company as a result of any non-compliance with this paragraph (E).



Article 3

Telecommunications Disclaimer

- (A) Subject to paragraph (C) below and unless otherwise stated in Article 5, the Company shall not be liable for, and AES Operator hereby waives, any claims attributable to any unavailability, delay, interruption, disruption or degradation in or of the YonderSM Mobile Broadband Service; modification, restriction, suspension or termination of the authorization, failure to restore access, or sharing of information about the status of the AES in accordance with Article 2 above, regardless of the cause or causes thereof. Such waiver of claims shall also extend to any direct or consequential loss, damage, liability or expense, loss of revenue or business harm of any kind.
- (B) The AES Operator agrees to indemnify, defend, and hold harmless the Company from any claims that might be made by the AES Operator or any other entity or person, attributable to any of the causes referred to in paragraph (A) above.
- (C) Nothing in this Article 3 shall exclude or limit liability for death or personal injury in any jurisdiction where, as a matter of law, such liability cannot be excluded or limited.

Article 4

Language and Communications

- (A) These Special Provisions and all documentation and communications required there under shall be in the English language.
- (B) All communications pertinent to the AES authorization or to these Special Provisions shall be made or confirmed by telex, facsimile, electronic or other data transmission or other written form. Communications by the Company to the AES Operator and Satcom Direct shall be sent to their respective addresses provided to the Company in writing.

Article 5

Service Level Standards

The YonderSM Mobile Broadband Service will achieve specific service levels in the form of Service Availability and minimum data rates.

- (A) **Service Availability:** When the AES is operated consistent with Article 2(A) above, the YonderSM Mobile Broadband Service will have a service availability of 98% or greater, as measured on a calendar month basis. The service is considered available if a working and authorized AES which has been successfully commissioned and which is operating in an established YonderSM Mobile Broadband Service area and which has an unobstructed view of the satellite can successfully connect to the YonderSM Mobile Broadband Service network and access the internet. Calculation of the availability by the Company shall be made as follows:

$$\text{Availability} = (\text{Total Hours in the Month} - \text{Hours of Service Outage in the Month}) / \text{Total Hours in the Month}$$

Outages caused by the following conditions are excluded in the calculation of availability:

 - Planned outages reasonably scheduled in advance
 - Outages caused by satellite failure or brief sun outages
 - Outages caused by force majeure events such as earthquake, civil unrest, severe weather events, and other matters beyond the Company's reasonable control
 - Outages induced by the AES Operator
- (B) **Data Rate:** The YonderSM Mobile Broadband Service will have a minimum forward link (ground to aircraft) data rate of 512 kilobits per second (kbps) at least 95% of the time and a minimum return link (aircraft to ground) data rate of 64 kbps. Data rate is defined as the rate at which data and overhead bits are transferred from the aircraft to the YonderSM Mobile Broadband Service ground station. Any time for data bits to pass over the internet is not considered in the calculation of data rate.
- (C) **Service Credits:** In the event that an AES Operator experiences service levels that fall below the levels delineated in A and B above, the Company, through Satcom Direct, will use **commercially reasonable efforts to negotiate an equitable adjustment to the monthly service fee for the month during which the diminished service level occurred.**

Article 6

Amendments

The Special Provisions as herein stated are subject to amendment by the Company such amendment to become effective upon the date specified by the Company, but not less than thirty (30) days after the date of notification of the amendment to the AES Operator and Satcom Direct.