



ViaSat Data Allowance Policy – Residential Exede Classic and Evolution Internet Plans

General. If you are a subscriber to an Exede Classic or Exede Evolution Internet Plan, you have a monthly data allowance. Starting on the first day of your monthly measurement period, all uploaded and downloaded data (except as otherwise noted below under “Exede Evolution Data Counting”) transmitted using your ViaSat account during metered hours in your local time zone counts toward your data allowance. Metered hours for the Exede Classic Plans are from 5:00 a.m. until midnight each day and for the Exede Evolution Plans are from 8:00 a.m. until 3:00 a.m. each day. You can link to your usage meter at <http://www.fone.net/contacts.html>. At the end of each monthly measurement period, your data usage resets to zero. Any unused data or additional purchased increments of data do not carry over to the next month.

Exede Evolution Data Counting. Under the Exede Evolution Plans, accessing web pages and email will generally not count toward your monthly data allowance. However, all other Internet usage will count toward your monthly data allowance, including Internet activity embedded in web pages or email, streaming video or audio media, playing online games, uploading or downloading files on a browser or through any third-party application, third-party applications, data (including web pages or email) transferred through a virtual private network or other forms of remote access, voice or video chatting, or sending or receiving emails with attachments greater than 25 MBs.

Exede Classic and Exede Evolution Excess Use. If your data usage reaches 100% or more of your monthly data allowance, we will alert you of this fact and offer you the option to purchase additional increments of data to use during the remainder of your measurement period. If at any time your data usage exceeds your data allowance and you have not purchased additional increments of data, ViaSat may significantly slow and/or restrict your service, or certain uses of your service, until the end of your monthly measurement period; provided, however, that (i) if you have an Exede Evolution Plan, you will continue to have access to web pages and email at the regular speed, and (ii) with both the Exede Classic and the Exede Evolution Plans, you will be able to continue to engage in all Internet activities at the regular speed during your free zone.

The table below shows the monthly data allowances for the Exede Classic and Exede Evolution Plans.

Residential Exede Internet Plans

	Classic Plan 1	Classic Plan 2	Classic Plan 3	Evolution Plan 1	Evolution Plan 2
Data Allowance (GB) ^{1,2,3}	10	15	25	5	20

¹ If you are a Recovery Act Program subscriber, your data allowance is stated in the Recovery Act Addendum to your Customer Agreement.

² Your Exede Voice data usage does not count toward your monthly data allowance.

³ Plans may have promotional periods in selected locations with increased data limits.

This Policy contains important information about your use of the ViaSat service and your relationship with ViaSat. If you do not agree with this Policy, you are not permitted to use the ViaSat service and must terminate your account immediately, subject to the terms of your Customer Agreement. For additional information about permitted uses of the ViaSat service, see our Acceptable Use Policy at <http://www.exede.com/legal>. For information about our network management practices, please see our Network Management Policy at <http://www.exede.com/legal>.

ViaSat may revise this Policy from time to time upon notice by posting a new version of this document on exede.com, wildblue.com, wildblue.net or any successor URL(s). All revised copies of the Policy are effective immediately upon posting. Questions regarding this Policy can be directed to ViaSat via Communications.Legal@ViaSat.com.