



## Data Allowance Policy of ViaSat, Inc.

**PLEASE READ THIS DATA ALLOWANCE POLICY CAREFULLY AS IT CONTAINS IMPORTANT TERMS AND CONDITIONS APPLICABLE TO THE DISHNET HIGH SPEED INTERNET SERVICE (“SERVICE”) SUPPLIED BY VIASAT, INC. (“VIASAT” or “WE”) THROUGH DISH NETWORK L.L.C. (“DISH”).**

ViaSat’s goal is to give each of its customers the fastest service at the lowest price. To ensure that all customers have equitable access to the Service and that heavy usage by a small number of customers does not negatively impact the network performance for all customers, the Service is subject to the terms and conditions of this Data Allowance Policy (this “Policy”). This Policy explains what happens when you use the maximum amount of data included in your plan. Internet access through the Service is not guaranteed and is subject to this Policy.

We have several broadband plans available, each of which is subject to a different monthly data allowance. We measure your data usage through the Service on a monthly basis and reset it to zero on the same day each month. Starting on the first day of your monthly measurement period, all uploaded and downloaded data transmitted using your account counts toward your data allowance. You can view your data usage compared with your monthly data allowance at [www.mydish.net](http://www.mydish.net).

If your data usage reaches 100% or more of your monthly data allowance, DISH will attempt to alert you of this fact. If at any time your data usage exceeds your monthly data allowance, we may severely slow, restrict, and/or suspend your Service, or certain uses of your Service, until the end of your then-current monthly measurement period. DISH may, but is not required to, offer you the option of purchasing additional increments of data to use during the remainder of your then-current measurement period. 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.

The table below shows the data allowance for each data plan.

### Broadband Plans

	Plan 1	Plan 2	Plan 3
<b>Data Allowance (GB)<sup>1</sup> available between 8AM and 2AM</b>	5	10	15
<b>Bonus Allowance (GB) available between 2AM and 8AM</b>	5	10	15

*The data allowance is the volume of data that can be uploaded and downloaded during each monthly measurement period.*

*This Policy contains important information about your use of the Service and your relationship with DISH and ViaSat. For additional information about permitted uses of the Service, see our Acceptable Use Policy at [dish.com/legal](http://dish.com/legal). For information about our network management practices please see our Network Management Policy at <http://www.exede.com/legal>.*

*DISH and/or ViaSat may revise, amend, or modify this Policy in any manner and at any time, from time to time. 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 between you and DISH. Questions regarding this Policy can be directed to DISH by calling 1-800-344-DISH.*

*(Version 1.2, last updated October 5, 2012)*