



WELCOME TO WILDBLUE! Thank you for giving us the opportunity to provide you with affordable, reliable high-speed Internet access. We look forward to you becoming a new WildBlue customer.

Customer Agreement

This Agreement describes the terms and conditions between you and WildBlue Communications, Inc. ("WildBlue," "Us" or "We") applicable to WildBlue's service (the "Service"). Please note that if you receive your bill for WildBlue Service from a third party, the terms of your customer agreement and contact information will be different than shown in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and WildBlue, as well as important limitations on those rights. If you would like to contact us, you may call 866-WILDBLUE (866-945-3258) or write to:

WildBlue Communications
P.O. Box 4427
Englewood, CO 80155
Attention: Customer Care

Minimum Service Commitment. All WildBlue Services require subscribers to commit to a 24-month minimum service term ("Minimum Service Term"), unless a different term is stated for your plan in this Agreement. If you upgrade from your current Service plan using SurfBeam-1 equipment (the "Original Plans") to the New Broadband Plans ("New Broadband Plans" means any plan offered as of December 5, 2011 using SurfBeam-2 equipment), you must commit to a new 24-month Minimum Service Term beginning on the date your new Service is activated. If you terminate Service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your Service plan to a lower Service package until 30 days after activation of your WildBlue Service.

Term and Renewal. The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or WildBlue in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have agreed to a new Minimum Service Term under a program offered by WildBlue ("Renewal Program Term").

Equipment. New customers must lease the equipment designated by WildBlue ("Equipment") from WildBlue or an authorized distributor of WildBlue in order to receive the Service. Only a WildBlue-authorized installer may install the WildBlue Equipment at your residence.

Data Allowance Policy (formerly known as the Fair Access Policy or FAP). The WildBlue Service is subject to data usage limits which are described in the Data Allowance Policy for your Service plan. If you exceed your data usage limits, WildBlue may severely slow, restrict, and/or suspend your Service or certain uses of your Service for a period of time. The data usage limits for WildBlue's Service plans are:

Original Plans		Value Pak	Select Pak	Pro Pak
Measured on a 30-day rolling basis	Upload Threshold (MB)	2,300	3,000	5,000
	Download Threshold (MB)	7,500	12,000	17,000

New Broadband Plans		Package 1	Package 2	Package 3
Measured over a fixed monthly period	Data Allowance (GB) (Combined Upload and Download)	7.5	15	25

Termination Fees. If you cancel the Service before completion of the Minimum Service Term or Renewal Program Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Program Term multiplied by \$15.00.

Return of Equipment. If you fail to return leased Equipment within 30 days after termination of the Agreement, additional charges will apply as specified in the Lease Addendum. If you purchased your WildBlue Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, WildBlue is not obligated to de-install the WildBlue Equipment.

This Agreement has 7 pages and also incorporates WildBlue's Data Allowance Policies, Acceptable Use Policy, and the terms of your Service plan. In addition, if you are leasing your Equipment, receiving VOIP through WildBlue, and/or receiving Services through our Recovery Act Program, your Agreement includes, as applicable, the Leasing Addendum, the VOIP Addendum and the Recovery Act Addendum. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of these documents, as each of them may be updated from time to time, as posted on help.wildblue.net.

If you did not receive Sections 1 through 8 of this Agreement, the Lease Addendum and, if applicable, the Recovery Act Addendum and VOIP Addendum, DO NOT SIGN THIS AGREEMENT.

CUSTOMER INFORMATION

AUTHORIZED SIGNER INFORMATION
(if Customer is not present at Installation)

Customer Signature: _____

Authorized Signer's Signature: _____

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

Date: _____

Date: _____

Print Customer Name: _____

Print Authorized Signer's Name: _____

Street Address: _____

Relationship to Customer: _____

Terms and Conditions

1. The Service.

1.1 Description. The Service consists of a satellite-based Internet access service as further described in this Agreement (the "Service"). Service is in available locations in the U.S. with an unobstructed view of the southern sky and its usage is subject to WildBlue's Data Allowance and Acceptable Use Policies. **Please note the following limitations applicable to use of the Service: VOIP services may not work over the WildBlue network if you are receiving Service through one of the Original Plans. Real-time or "twitch" online gaming activities may experience performance degradation over the network, including latency effects. VPN applications may not perform or may perform poorly and are not recommended.**

1.2 Minimum System Requirements. Your computer must meet certain minimum requirements to receive the Service as set forth on our website, www.wildblue.com/about/Wildblue/qaa.jsp. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service.

2. Who May Use The Service? - Responsibility and Supervision.

2.1 Age and Account Set-Up. You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence). You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the WildBlue Equipment from a WildBlue-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

2.2 Multiple Use of Account. Only computers physically located in your residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your "household" is limited to the single address where you reside and where the Service is installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the Services other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Services and the imposition of the Termination Fee, without prejudice to any rights and remedies available to WildBlue under this Agreement, at law and at equity.

2.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the WildBlue Equipment in the location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to the Services, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Services (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You acknowledge and agree that WildBlue or our designated service provider will be required to access your premises and system to install and maintain the WildBlue Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This will include attaching a satellite modem to your computer, installing software on your computer and configuring your computer for optimized performance of the Service. By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you are authorizing WildBlue and our service provider to perform all of the above actions. **NEITHER WILDBLUE NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.** You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

2.4 Subscriber Responsibility. You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You ratify and confirm any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives. You acknowledge that an owner's manual or similar material was provided to you at the time of installation of your WildBlue Equipment and that you have read and understand the manual and all product warnings contained in the manual.

3. Fees and Payment.

3.1 Fees, Taxes and Other Charges.

(a) Commencement and Duration Of Monthly Fees. You acknowledge that (subject to any exceptions granted by us) monthly fees payable in advance will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fees, if applicable. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

(b) Billing and Charges. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the WildBlue website or sent to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail for your Service. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your service plan and set forth on the WildBlue website: www.wildblue.com (please enter your zip code) and are incorporated into this Agreement. WildBlue reserves the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month.

(c) Administrative Fees. If your electronic payment is not received by us by its due date, your payment is returned or your account has been suspended, you may be charged administrative fees. You acknowledge that these fees are not an interest or finance charge and are reasonably related to the actual expenses we incur due to non-payment. If we do not receive your full payment by its due date, we may charge you administrative late or nonpayment fees equal to the lesser of (i) \$5.00 per month; and (ii) the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full. If your EFT or credit card payment fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) \$15.00; and (ii) the maximum amount permitted under applicable law.

3.2 Payment Authorization. Except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by WildBlue from time to time, you agree that WildBlue can charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, you agree that WildBlue will bill your monthly Service fee and lease fee (if applicable) in advance, and such fees will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by WildBlue. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information can be made by calling WildBlue Customer Care. If you fail to provide us with any of the foregoing information, you agree that WildBlue may continue charging you for any service provided under your account. In addition to administrative fees that you may owe, if we are unable to process your credit or debit card at any time or we

otherwise do not receive electronic payment from you by its due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated due to your default or nonpayment and such termination may result in a Termination Fee owed by you. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that WildBlue will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement. Credit card payment is not required for residents of states where payment by credit cards may not be made mandatory.

3.3 Disputes and Partial Payments. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department. You must contact us within 45 days of receiving the statement on which the error or problem appeared. WildBlue will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. WildBlue will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

3.4 Reactivation. To reactivate suspended Service, you must bring your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

3.5 Credit Inquiries and Reporting. You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

4. Modifications, Rights of Cancellation or Suspension.

4.1 Modification of this Agreement. Upon notice published over the Service, we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring any Termination Fee, by calling us within 30 days after the first statement reflecting such changes is issued.

4.2 Modification of the Service. We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by WildBlue or its vendors in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the Service or other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Data Allowance Policies, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to WildBlue or its subscribers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

4.3 Termination by Subscriber. Subject to your payment of the Termination Fee and the monthly fees for the full billing cycle in which termination occurred, you may immediately terminate this Agreement at any time by giving us written or telephone notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and WildBlue will not provide a pro-rata refund for any pre-paid fees regardless of when your service is terminated. In limited circumstances, WildBlue may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and WildBlue will not provide a pro-rata refund for any pre-paid fees regardless of when your service is suspended. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service. For clarification, WildBlue does not accept notices of termination or suspension via e-mail or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by e-mail. In addition, if you leased your Equipment, upon termination you will be responsible for the return of the Equipment to WildBlue in accordance with your obligations under the Lease Addendum.

4.4 Termination or Suspension by WildBlue. We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

4.5 Post-Termination or Suspension Obligations. Notwithstanding any cancellation or termination of this Agreement or any of your accounts, or any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account.

5. Permitted Use And Restrictions on Use.

5.1 Software License. Subject to the terms of this Agreement, WildBlue grants to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of WildBlue (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) on which you are the primary user or which you are authorized to use. For New Broadband Plans, WildBlue uses third party software provided by Accelenet either in your modem or in your PC. You agree to comply with the terms of the Accelenet License Agreement located at www.wildblue.com/legal. You may also be required to accept the terms via a "click-through" or similar agreement. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Our Subscriber Privacy Policy also provides important information about this application. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by WildBlue. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by WildBlue of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

5.2 Restrictions on Use of The Service. You agree to comply with WildBlue's Acceptable Use and Data Allowance Policies located at www.wildblue.com/legal/acceptable_use_policy.jsp and www.wildblue.com/legal/fair.jsp, each of which are incorporated into and made a part of this Agreement. WildBlue reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. Please note that if

you use WildBlue's email and other web application services, these services are provided through Google and are subject to Google's terms and conditions. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

5.3 Data Allowance Policies. If your usage exceeds the limits set forth in the Data Allowance Policy, we may reduce the bandwidth available to you on a temporary basis. WildBlue Internet access is not guaranteed. The terms of the Data Allowance Policy apply to all Service plans.

5.4 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. 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-WildBlue local area network or wide area network. In addition, other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy, Data Allowance Policy, or terms of any other policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the WildBlue Equipment to any computer outside of your residence.

5.5 No Unauthorized Use of WildBlue Equipment or Software. You are strictly prohibited from servicing, altering, modifying, or tampering with the WildBlue Equipment, Software or Service or permitting any other person to do the same who is not authorized by WildBlue. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

5.6 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

5.7 Security. You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, WildBlue may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. 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.

5.8 Responsibility of Subscriber. 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 your Service 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 login and password. You are considered the registered recipient of the Services, and you will be liable for any charges or fees incurred by the use of your WildBlue Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may deactivate your Service. If your WildBlue Equipment is stolen or otherwise removed from your premises without your authorization you must notify WildBlue Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or WildBlue Equipment.

6. WildBlue Equipment. If you purchased your Equipment, the terms of sale applicable to the WildBlue Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, WildBlue's limited warranty (available at www.wildblue.com/legal/limited_warranty.jsp) and service plan, if any. In addition, WildBlue Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the WildBlue Equipment. Any breach of the License Agreement constitutes a breach of this Agreement.

7. Warranties and Limitations of Liability.

7.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER WILDBLUE NOR ANY OF WILDBLUE'S WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("WILDBLUE'S PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WILDBLUE NOR ANY OF WILDBLUE'S PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. WILDBLUE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY WILDBLUE OR ANY OF WILDBLUE'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE WILDBLUE PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

7.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WILDBLUE NOR ANY OF WILDBLUE'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT WILDBLUE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF WILDBLUE'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO WILDBLUE BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

7.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if WildBlue or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your WildBlue Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, WildBlue's limited warranty (available at www.wildblue.com/legal/limited_warranty.jsp) and service plan, if any.

7.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons, including thundershowers at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your home. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

7.5 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

7.6 Third Party Beneficiaries. The provisions of this Section 7 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

8. General

8.1 Limits on Transfers. Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

8.2 Applicable Law. This Agreement is made in the State of Colorado. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Colorado, in the United States, excluding conflicts of law provisions.

8.3 Dispute Resolution. To expedite resolution of problems and control the cost of disputes, you and WildBlue agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to the address on the first page of this Agreement to the attention of the Consumer Affairs Manager, and we will send our Notice to your billing address. If you and WildBlue are unable to resolve the Claim within 60 days after Notice is received, then WildBlue and you agree to arbitrate **any and all Claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
- Any Claims that arose before this or any prior Agreement ;
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and
- Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. **You agree that by entering into this Agreement, you and WildBlue are each waiving the right to participate in a class action and to a trial by jury.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "Arbitration Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of the Consumer Affairs Manager. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Unless you and WildBlue agree otherwise, any arbitration hearings shall take place in Douglas, Denver, or Arapahoe County in Colorado. During the arbitration, neither party shall disclose to the arbitrator until after the arbitrator determines the amount, if any to which you or WildBlue is entitled, the amount of any settlement offer made by WildBlue or you. If your claim is for \$5,000 or less, you and WildBlue agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of \$5,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all such fees shall be governed by the Arbitration Rules. In such case, you agree to reimburse WildBlue for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. **YOU AND WILDBLUE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Furthermore, the arbitrator may not consolidate more than one person's Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you and WildBlue agree otherwise. If this specific provision is found to be unenforceable for any reason, then the entirety of this Dispute Resolution provision shall be null and void. Notwithstanding any provision in this Agreement to the contrary, we agree that if WildBlue makes any future change to this Dispute Resolution provision during your Minimum Service Term, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods.

8.4 Notices, Disclosures and Other Communications. Where notification by WildBlue is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by WildBlue shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us of any change in your credit card information, e-mail or postal address by calling WildBlue Customer Care.

8.5 Construction and Delegation. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

8.6 Miscellaneous. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

8.7 Assignment Of Account. We may sell, assign, pledge or transfer this Agreement, the lease addendum, your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

8.8 Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and WildBlue, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

Lease Addendum

This Lease Addendum is between you and WildBlue Communications, Inc. and is separate and different from any other commitment you may have made with WildBlue and is fully enforceable under these terms.

If you have purchased your Equipment from WildBlue, these terms do not apply to you.

A. **Applicable Documents and Terms.** If you leased Equipment from WildBlue, the terms and conditions of this Lease Addendum, the Customer Agreement and the pricing terms of the lease promotion apply to you. Unless otherwise specified in your Customer Agreement: (i) the leased Equipment shall at all times remain the sole and exclusive property of WildBlue and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Services for any reason; and (ii) we will charge you a monthly Equipment rental fee (an "Equipment Rental Fee") for the Equipment. If you elected a promotion under which you prepaid lease fees, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term, the monthly Equipment Rental Fee will be charged to your payment method on file.

B. **Ownership by WildBlue.** No leased Equipment provided to you by WildBlue shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.

C. **Return of Equipment.** If you cease to be a WildBlue customer for any reason (whether voluntarily or involuntarily), you must call WildBlue within seven days after the termination of your WildBlue Service, to (i) request that a prepaid shipping package be sent to you to ship the Equipment to WildBlue; or (ii) make arrangements for WildBlue to de-install your Equipment at our standard rates. You acknowledge that the Equipment must be returned to WildBlue in good working order, normal wear and tear excepted. If WildBlue does not receive all of the Equipment within **30 days** after the termination of your WildBlue Services or if the Equipment is damaged when it is returned to WildBlue, you agree to pay WildBlue the sum of **\$150 for each unreturned or damaged satellite modem** and **\$150 for each unreturned or damaged transceiver integrated assembly**. This fee represents compensation for a portion of the expenses incurred by WildBlue in establishing your account and providing you the Equipment for your use. Additionally, you agree that WildBlue may charge any amounts due for unreturned or damaged Equipment using the payment method on file with WildBlue (Card Payment or EFT Payment) and you hereby authorize WildBlue to make such charges.

D. **Repair/Replacement.** During your Minimum Service Term, WildBlue will repair or replace defective Equipment returned to WildBlue's designated address. For the first 90 days after activation of your Service, coverage includes any applicable labor charges for service calls. After the first 90 days, a \$14.95 shipping charge applies to Equipment replaced by mail, and a \$95.00 service charge applies for Equipment replaced with an in home service call. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 1-866-WILDBLUE. All maintenance and repair of Equipment shall be performed by us or our designee(s). WildBlue may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.

E. **Monthly Rental Fee.** You will be charged a monthly fee for the rental of WildBlue Equipment in your household in accordance with the Service you are purchasing. Applicable taxes will apply. **THE RENTAL FEE IS SUBJECT TO CHANGE AT ANY TIME.**

F. **Disclaimer.** **WILDBLUE PROVIDES YOU THE WILDBLUE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT PROVIDED TO YOU. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. WILDBLUE IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.**

G. **Customer Acknowledgement.** Customer acknowledges and agrees that WildBlue is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Center by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

Recovery Act Addendum



This Recovery Act Addendum (the “Addendum”) only applies to subscribers who are receiving Service under WildBlue’s Recovery Act grant. For Recovery Act Service, all terms and conditions of the Customer Agreement apply, as well as these supplemental terms:

A. **Recovery Act Program.** The Recovery Act Program is part of a federal government program to provide satellite broadband Internet service to rural premises where cable, DSL and fiber Internet services are not available at the time of Service activation. Only subscribers located in regions 1, 2, and 3 (as designated by the Rural Utilities Service) who meet the eligibility requirements set forth below may participate in the Recovery Act Program.

B. **Eligibility Requirements.** As a precondition to receiving the Service, you represent and warrant that to the best of your knowledge:

(i) you cannot receive cable, DSL, or any other wireline broadband service at your premises;

(ii) you are not a current satellite broadband customer and you did not disconnect your satellite broadband services to become eligible for this Program.

C. **Data Allowance Policy.** Recovery Act Service is subject to data usage limits which are described in the Data Allowance Policy – New Broadband Plans. The 30-day data usage limits for the Recovery Act service plans are:

Recovery Act Plans	Basic*	Expanded	Commercial	Gold	Platinum
Data Allowance (Both Upload and Download in GB)	10.3	19.0	27.0	37.0	60.0

*If you are receiving the Recovery Act Basic Plan through Surfbeam-1 equipment, you are subject to the Data Allowance Policy – Original Plans and this chart does not apply to you. Your data allowance thresholds are the same as the data allowance thresholds for the Pro Pak, as set forth on the front page of the Customer Agreement and in the Data Allowance Policy – Original Plans.

D. **Minimum Service Commitment.** If you are receiving the Recovery Act Basic Plan, you will have a 12-month Minimum Service Term. If you are receiving any other Recovery Act Plan, you will have an 18-month Minimum Service Term.

E. **Termination Fees.** If you are receiving the Recovery Act Basic Plan and terminate the Service within the first 30 days following activation, you will not be charged a penalty or Termination Fee, but you must return your Equipment as set forth in the Lease Addendum. If you are receiving the Recovery Act Basic Plan and terminate the Service after the first 30 days following activation but before completion of the Minimum Service Term or if you are receiving any of the other Recovery Act Plans and terminate Service at any time following activation but before completion of the Minimum Service Term, you will be required to pay a Termination Fee equal to the number of months left in your Minimum Service Term multiplied by \$20.00.

F. **Monthly Rental Fee.** As a Recovery Act Program subscriber, you will be leasing Equipment from WildBlue and will be subject to all of the terms and conditions set forth in the Lease Addendum except that you will not be charged a monthly fee for the rental of the WildBlue Equipment in your possession.

G. **Conflict.** If there is a conflict between the terms of the Customer Agreement and this Addendum, the terms of this Addendum shall control.