



***WELCOME TO VIASAT BY NORTHLAND CONNECT!***

***Thank you for giving us the opportunity to provide to you with affordable, reliable high-speed Internet access.  
We are glad you have become a new Viasat by Northland Connect customer.***

**Customer Agreement**

This agreement describes the basic terms and conditions between you and Northland Connect LLC (Northland Connect, NLC, "Us" or "We") applicable to ViaSat by Northland Connect Services. By signing you also acknowledge that you have been informed that a full "Terms and Conditions" document is located on our website [www.northlc.com](http://www.northlc.com) under the "Current Customer" tab.

Please read this document and the web based "Terms and Conditions" as it contains important contract rights and obligations between you and Northland Connect, as well as important limitations on those rights. If you would like to contact us you may call 866-567-1919 or write to us at:

Northland Connect  
2926 Arrowwood Circle NW  
Bemidji, MN 56601

## Customer Agreement (Residential)

This agreement describes the basic terms and conditions between you and Northland Connect LLC (Northland Connect, NLC, "Us" or "We") applicable to ViaSat by Northland Connect Services. By signing you also acknowledge that you have been informed that a full "Terms and Conditions" document is located on our website [www.northlc.com](http://www.northlc.com) under the "Current Customer" tab. Please read this document and the web based "Terms and Conditions" as it contains important contract rights and obligations between you and Northland Connect, as well as important limitations on those rights. If you would like to contact us you may call 866-567-1919 or write to us at: Northland Connect, 2926 Arrowhead Circle NW, Bemidji, MN 56601

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 24-month minimum service term ("Minimum Service Term"), unless a different term is stated in this Agreement for your plan. If you change your Service location, or change your Internet Service plan, and the change requires: (i) the use of upgraded Equipment (as defined below), or (ii) a service call to your premises, then you must commit to a new 24-month Minimum Service Term beginning on the date your new Internet Service is activated. **If you terminate Internet 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 described below (the "Termination Fee") and/or any other termination fee described in this Agreement applicable to the Service(s) you are receiving.** You may not downgrade your Internet Service Plan to a lower tier Internet Service Plan until 30 days after activation of your Internet Service.

**B. Term and Renewal.** The term of this Agreement commences on the date your Internet Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or Northland Connect. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have either agreed to a new Minimum Service Term under another internet Service plan offered by Northland Connect ("Renewal Service Term") or terminated this Agreement pursuant to Section 4.3.

**C. Equipment.** New Internet Service customers must lease the equipment provided by Northland Connect consisting of a modem, antenna and transceiver ("Equipment") in order to receive the Internet Service. Only a Northland Connect-authorized installer may install the antenna and transceiver at your residence. Only a Northland Connect-authorized installer may install the modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem.

**D. Unlimited Data Policy/Bandwidth Usage Policy/Data Allowance Policy.** The unlimited data Service plans are governed by the Unlimited Data Policy and, as set forth in Exhibit A, if you use more than your Service plan's data usage threshold during your monthly billing period, we may prioritize your data behind other customers during network congestion, which will result in slower speeds. Exede Classic, Essential 10, Evolution and WildBlue Internet Service plans are subject to strict data usage limits which are described in the Data Allowance Policy. If you exceed your data usage limits, Northland Connect will significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for the remainder of your monthly billing period. The Liberty service plans ("Liberty Plan(s)") are subject to "Priority Data" usage limits which are also described in the Data Allowance Policy. If you exceed your Priority Data usage limits, you will receive "Liberty Pass" for the remainder of your monthly billing period. Liberty Pass speeds will be slower than Priority Data speeds, do not support video streaming on multiple devices and may not support streaming of high definition video. Liberty Pass speeds will vary based on the time of day and your geographic location and may be extremely slow when the network is busy, typically in the evening hours (about 5:00 p.m. – 2:00 a.m. local time), which may greatly impair your ability to use the internet. Liberty Pass users will receive lower priority on our network than subscribers who have not exceeded their data allowance or other data threshold, which may result in Liberty Pass users experiencing slower speeds when the network is busy than subscribers who have not exceeded their data allowance or other data threshold. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. The Freedom service plan ("Freedom Plan") is governed by the Bandwidth Usage Policy and is not subject to a strict data allowance; however, as set forth in Exhibit A, if you use more than 150 GB of data during your monthly billing period, certain speeds of your Internet Service will be slowed, as described in the Bandwidth Usage Policy. In addition, Northland Connect may contact you and request that you reduce your monthly usage below 150 GB or transition to another service plan. If you do neither, Northland Connect may terminate your service in accordance with Section 4.4 of the Agreement. The data usage explanations for our Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein.

**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$15.00 unless a different termination fee is stated in this Agreement for your Internet Service plan.

**F. Return of Equipment.** Additional charges will apply as specified in the Lease Addendum if (i) you fail to return the modem and transceiver within 30 days after termination of this Agreement, or (ii) you agree to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within 45 days after agreeing to upgrade your Internet Service. If you purchased your Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, Northland Connect is not obligated to de-install the Equipment.

**G. Payment Authorization.** You authorize Northland Connect to 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 or any portion of your Service fees, the Termination Fee (and/or any other applicable termination fee) and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where Northland Connect is required under applicable law to accept another method of payment or Northland Connect has agreed to accept another method of payment from you.

This Agreement also incorporates "Exhibit A" – the Data Usage and Video Streaming Quality Explanations. In addition, if you are leasing your equipment you should receive a copy of the Lease Addendum and Extended Protection Plan Addendum. The Extended Protection Plan is include in your lease fee. If you purchased your equipment you should receive a copy of the "Extended Protection Plan" Addendum. We highly recommend signing up for the Protection Plan to avoid high service call costs after the warranties expire.

### 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: \_\_\_\_\_

## Exhibit A

### Data Usage and Video Streaming Quality Explanations

		<b>Residential Internet Service Plans</b>					
<b>Exede Classic Plans</b>		<b>Exede Classic</b>		<b>Exede Classic</b>		<b>Exede Classic</b>	
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	10		15		25	
<b>Essential 10 and Basic 12</b>		<b>Essential 10 / Basic 12</b>					
<b>Data Allowance (GB) (Combined Upload and Download)</b>		10					
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	Unlimited access to web pages and email and, depending on the service plan selected, either 5 GB, 10 GB or 20 GB of data for everything else (see <a href="http://www.exede.com/documents/master/data-allowance-policy.pdf">www.exede.com/documents/master/data-allowance-policy.pdf</a> for complete details)					
<b>Liberty Plans</b>		<b>Liberty</b>					
Measured over a fixed monthly period	<b>Data Allowance (GB) (Combined Upload and Download)</b>	10	12	18	25	30	50
		Liberty Plan customers who exceed their Priority Data limit will receive Liberty Pass for the remainder of their monthly billing period. Liberty Pass speeds are slower than Priority Data speeds and may be extremely slow when the network is busy, which may greatly impair internet usage. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. (See <a href="http://www.exede.com/documents/master/data-allowance-policy.pdf">www.exede.com/documents/master/data-allowance-policy.pdf</a> for complete details)					
<b>Freedom Plans</b>		<b>Freedom</b>					
Measured over a fixed monthly period	<b>No Strict Data Allowance</b>	If you use greater than 150 GB of data during a monthly billing period, certain speeds will be slowed, as described in the Bandwidth Usage Policy. In addition, Northland Connect may request that you reduce your monthly usage below 150 GB or transition to another plan. If you do neither, we may terminate your service. (See <a href="http://www.exede.com/documents/master/bandwidth-usage-policy.pdf">http://www.exede.com/documents/master/bandwidth-usage-policy.pdf</a> for complete details)					
<b>Unlimited Data Plans</b>		<b>Bronze 12, Silver 25, Gold 30 (purchased prior to February 14, 2018)</b>					
Measured over a fixed monthly period	<b>No Data Allowance</b>	After 150GB of data usage, we may prioritize your data behind other customers during network congestion, which will result in slower speeds as described in the Unlimited Data Policy. (See <a href="https://www.exede.com/documents/master/unlimited-data-policy.pdf">https://www.exede.com/documents/master/unlimited-data-policy.pdf</a> for complete details)					
		<b>Bronze 12, Silver 12, Silver 25, Gold 12, Gold 30, Gold 50, Platinum 100 (purchased on or after February 14, 2018)</b>					
Measured over a fixed monthly period	<b>No Data Allowance</b>	After 40 GB of data usage for Bronze 12; 60 GB of data usage for Silver 12 and 25; 100 GB of data usage for Gold 12, 30 and 50; and 150 GB of data usage for Platinum 100, we may prioritize your data behind other customers during network congestion, which will result in slower speeds as described in the Unlimited Data Policy. (See <a href="https://www.exede.com/documents/master/unlimited-data-policy.pdf">https://www.exede.com/documents/master/unlimited-data-policy.pdf</a> for complete details)					

<b>WildBlue Internet Service Plans</b>			
Measured over a rolling 30-day period	<b>Value Pak</b>	<b>Select Pak</b>	<b>Pro Pak</b>
<b>Upload Threshold (MB)</b>	2,300	3,000	5,000
<b>Download Threshold (MB)</b>	7,500	12,000	17,000

<b>Unlimited Data Plans Video Streaming Quality</b>	
<b>Any Bronze Service plan</b>	Small screen quality (typically up to 360p)
<b>Any Silver Service plan</b>	DVD quality (typically up to 480p)
<b>Any Gold Service plan</b>	High-definition quality (typically up to 720p)
<b>Any Platinum Service plan</b>	Full High-definition quality (typically up to 1080p)

#### **Video Data Extender**

All Essential 10, Evolution, Liberty, Freedom, Basic 12 and Exede Classic plans have the Video Data Extender. The Video Data Extender is a feature that streams video at DVD quality (optimized for 480p), which allows you to get more out of your monthly data allowance or other data threshold. Not all video sources are identifiable and available to benefit from the Video Data Extender. The feature is turned on by default. You can turn the Video Data Extender off or on at any time by visiting <http://account.NorthlandConnect.com>.

## Lease Addendum

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

If you have purchased your Equipment from Northland Connect's predecessor-in-interest, WildBlue Communications, Inc., these terms do not apply to you.

1. **Applicable Documents and Terms.** If you leased Equipment from Northland Connect, 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 Northland Connect 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 Internet Service for any reason; and (ii) we will charge you a monthly Equipment lease fee (an "Equipment Lease Fee") for the Equipment. If you elected a promotion under which you prepaid lease fees for the Minimum Service Term, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term for the Minimum Service Term, the monthly Equipment Lease Fee will be charged to your payment method on file.
2. **Ownership by Northland Connect.** No leased Equipment provided to you by Northland Connect 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.
3. **Return of Equipment.**
  - A. If you cease to be a Northland Connect customer for any reason (whether voluntarily or involuntarily), you must call Northland Connect within seven days after the termination of your Internet Service to (i) request that a prepaid shipping package be sent to you to return the modem and transceiver to Northland Connect; or (ii) make arrangements for Northland Connect to de-install the modem and transceiver at our standard rates. You acknowledge that the modem and transceiver must be returned to Northland Connect in good working order, normal wear and tear excepted. If Northland Connect does not receive the modem and transceiver within **30 days** after the termination of your Internet Service or if the modem and/or transceiver are damaged when they are returned to Northland Connect, you agree to pay Northland Connect the following fee(s), as applicable to you depending on your Service plan:

Equipment Type	Fee for Each Unreturned or Damaged Modem	Fee for Each Unreturned or Damaged Transceiver
Exede WiFi Modem, Exede branded modem, or WildBlue branded modem and its associated transceiver	\$150.00	\$150.00
Northland Connect Wi-Fi Gateway modem and its associated transceiver	\$150.00	\$250.00

- B. If you agreed to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within **45 days** after agreeing to upgrade your Internet Service, you agree to pay Northland Connect the unreturned equipment fees for the applicable equipment types set forth in Section 3A above.
    - C. The fees set forth in Sections 3(A) and 3(B) above represent compensation for a portion of the expenses incurred by Northland Connect in establishing your account and providing you the modem and transceiver for your use. You agree that Northland Connect may charge any amounts due for any unreturned or damaged modem or transceiver using the payment method on file with Northland Connect (Card Payment or EFT Payment) and you hereby authorize such charges by Northland Connect.
4. **Defective Equipment.** Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Internet Service under this Agreement, Northland Connect will, at no additional charge to you, replace Equipment you lease from Northland Connect that Northland Connect, in its sole discretion, determines to be defective ("Defective Equipment"). Defective Equipment replacement under this Section 4 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. For the first 90 days after initial activation of your Internet Service, Northland Connect will waive its standard service call charge if Northland Connect makes a service call. After the first 90 days following initial activation of your Internet Service, Northland Connect's standard service call charge shall apply to all service calls by Northland Connect. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 1-855-463-9333. All maintenance and repair of Equipment shall be performed by us or our designee(s). Northland Connect may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.
5. **Monthly Lease Fee.** You will be charged a monthly fee for the lease of the Equipment in connection with the Internet Service you are purchasing. Applicable taxes, surcharges and fees will apply. IF YOU ARE NOT RECEIVING A PRICE-LOCK GUARANTEE, THE LEASE FEE IS SUBJECT TO CHANGE AT ANY TIME.
6. **Disclaimer.** NORTHLAND CONNECT PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. NORTHLAND CONNECT IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.
7. **Customer Acknowledgement.** Customer acknowledges and agrees that Northland Connect 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 Care department 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.



Communicating. Cooperating. Connecting.

## **Addendum: Extended Protection Plan**

### **To Obtain Service:**

**Important! Do not attempt to perform unauthorized repairs on your equipment. Attempts to fix or repair your equipment by anyone other than an authorized Northland Connect representative will void this agreement.**

If you have a problem with your Exede service you must first call the Customer Care Center at 1-888-817-8962. This service is available 24/7 to answer your technical questions. The customer service representatives will help you assess if the problem is service or equipment related. If they determine it may be equipment related they will refer you to our Sales and Service/Protection Plan Service Department at 1-866-567-1919. It is important that you first call the Customer Care Center to perform an initial analysis.

The Protection Plan Service Department may ask you to perform additional simple diagnostic tests over the phone. If it is determined that the problem is equipment related and is covered by the terms and conditions of this Plan the representative will determine if an exchange of modems via USPS or other carriers is needed or if a certified installer needs to be dispatched. If a new modem is shipped to you our service representatives will walk you through the replacement process.

### **What is covered:**

Your Northland Connect Protection Plan covers the following:

1. This Plan covers parts and labor resulting from a mechanical or electrical failure of the Northland Connect/ViaSat equipment. Failure includes defects in workmanship and materials and power surge coverage not covered by other warranty programs, service plans or insurance companies. Realignment of the ODU (outdoor unit) and cabling after a successful initial installation is also covered with the exception of realignment due to tree growth.
2. Product replacement and repairs will be to manufacturer's written specifications. At our option we will repair or replace a defective ODU or modem with a new or refurbished unit with comparable features by utilizing shipping and services at our expense. We will also pay returning shipping costs of the defective part. If the part is not returned charges for the unreturned unit will apply.

### **What is not covered:**

1. Intentional or unintentional acts by you or any third party including accidents or abuse, introduction of foreign objects, unauthorized repairs or attempts at repair, failure to follow manufacturer's directions or usage not in accordance with product instructions.
2. Fire, collision, theft or vandalism and acts of God like lightening and straight line winds. These occurrences are normally covered by your household insurance.
3. Failure to receive service due to service failure not related to the equipment. This is usually, but not limited to, computer related issues such as virus, spyware or malware.
4. Damage not reported prior to the cancellation period (one month from last billing) of this Protection Plan.
5. Realignment due to reroofing.

### **Costs:**

If you are leasing your equipment from Northland Connect Your Protection Plan is part of your Lease Rental plan and has a maximum service call cost of \$29.95 following your initial warranty period of 90 days labor and one year for equipment . If, however, the service call address issues that are not related to the Exede Service or ViaSat, such as router or computer viruses you will be charged the regular service call rate.

If you chose to buy your equipment the cost of adding the Protection Plan is \$6.95 per month. The Protection Plan has a maximum service call cost of \$29.95. If the service call address issues that are no related to the Exede Service or ViaSat equipment, such as router or computer viruses you will be charged the regular service call rate. If you choose not to purchase the recommend Protection Plan you will be liable for all repairs and equipment costs following the initial warranty period of 90 days labor and one year for equipment.

### **Billing:**

You will be billed monthly for your Northland Connect Protection Plan. The Plan will appear on your credit card statement or as an electronic fund transfer on your checking account (EFT). The Plan will be in force as long as you continue to authorize us to draw your monthly payments and your Viasat service is active. You are billed one (1) month forward for your service. Should you decide to cancel the Protection Plan your coverage will end thirty (30) days from your last billing date. you will be notified in advance.