

This bond is executed in Duplicate

Bond No. 9355151

License and/or Permit Continuous Bond

KNOW ALL MEN BY THESE PRESENTS, that we Viasat, Inc., as Principal, and Fidelity and Deposit Company of Maryland, an Illinois corporation, as Surety, are held and firmly bound unto the United States Treasury, as Oblige, in the maximum penal sum of One Million Four Hundred Thousand and No/100 (\$1,400,000.00) U.S. Dollars, which said penal sum shall cover the maximum liability that may accrue through May 27, 2021 ("Maximum Accrual Date"), and which may be increased by Surety pursuant to the terms and conditions set forth below, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden the Principal has obtained a license from the Federal Communications Commission ("FCC") for authority to construct, deploy, and operate a space station in geostationary orbit (GSO) pursuant to its applications, FCC File No. SAT-LOA-20190617-00048, Call Sign S3050 ("Authorization"), in accordance with the terms and conditions set forth in the Attachment to Grant issued on May 27, 2020, including the filing of this bond with the FCC;

WHEREAS, the Principal is required by law to file with the FCC a bond conditioned as hereinafter set forth;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation set forth below at the time and in the manner specified during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that this bond is subject to the following conditions:

1. The GSO Satellite authorized by the FCC must be launched, placed in the assigned orbital location, and operated in accordance with the station authorization no later than May 27, 2025.
2. This bond shall be in effect from May 27, 2020 until the FCC issues a notice of release of this bond.
3. Upon agreement by the Surety and the Principal, the maximum penal sum of this bond may be increased to cover the maximum liability that may accrue after the Maximum Accrual Date and until the Principal has satisfied the milestone set forth in paragraph 1. Failure of either party to increase the maximum penal sum pursuant to this paragraph shall not be considered a default hereof. If either party elects not to increase the maximum penal sum to cover any liability that may accrue after the Maximum Accrual Date, the Surety or the Principal, as the case may be, shall provide to the other party written notice of such election at least sixty (60) days prior to the Maximum Accrual Date. If the Surety and the Principal agree to increase the maximum penal sum beyond the Maximum Accrual Date, the maximum penal sum of the bond shall be increased on an annual basis, via a certificate or rider to this bond sent to the FCC and the Oblige, commencing on the day after the Maximum Accrual Date. Such certificate or rider shall increase the maximum penal sum in the amount by \$400,000 per year until the earlier of (i) the date on which the condition in paragraph 1 above shall have been satisfied, and (ii) the date on which the Authorization is surrendered, revoked, or declared null and void.

4. In the event of a Notice of Default (*i.e.*, an order or public notice, or notice of action taken) issued by the FCC revoking or declaring null and void the Authorization, or accepting surrender of the Authorization by the Principal, the Surety shall be liable only up to the amount that equals \$1,000,000 + \$2,000,000*D/1,827, where D is the lesser of 1,827 or the number of days that have elapsed from May 27, 2020 until the date the authorization is surrendered, revoked or declared null and void, as identified in the Notice of Default. It is also understood and unconditionally agreed that upon receipt of such Notice of Default, the sole remedy under this bond will be the tender of payment of the amount calculated pursuant to this formula within thirty (30) business days of such Notice of Default, except that the liability of the Surety shall not exceed the maximum penal sum of the bond (taking into account any subsequent certificates or riders to the bond that may be executed, as described above).

Any such Notice of Default made under this Bond shall be made in writing and shall be given by a personal delivery or expedited delivery service, postage pre-paid, addressed to the parties at the addresses specified below:

To the Surety: Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

To the Principal: Viasat, Inc.
Attn: Office of the Chief Financial Officer
6155 El Camino Real
Carlsbad, CA 92009

5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

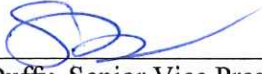
6. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in this bond and as described in other documents, statutes or regulations, then the terms of this bond shall prevail.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount than the maximum penal sum (taking into account any subsequent certificates or riders to the bond that may be executed, as described above).

PROVIDED FURTHER, that this bond shall be effective on the 27th day of May, 2020 and shall cease at such time as the FCC confirms that the Principal has satisfied the milestone set forth in paragraph 1 above, unless earlier cancelled as provided herein.

Signed, sealed and dated the 9th day of June, 2020.

Principal: Viasat, Inc.

By: 
Shawn Duffy, Senior Vice President and CFO

Surety: Fidelity and Deposit Company of Maryland

By: 
Jeremy Polk, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeremy POLK and Matthew ERRA, both of Phoenix, Arizona, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of January, A.D. 2020.

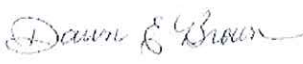


ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: **Robert D. Murray**
Vice President



By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 21st day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Diego

On

12 June 2020

Date

before me,

Stacy Nguyen, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Shawn Duffy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Stacy Nguyen
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____