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November 10, 2008

Robert Nelson
Chief, Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Letter of Intent of ViaSat, Inc.; IB File Nos. SAT-LOI-20080107-00006; SAT-AMD-20080623-00131; Call Sign S2747

Dear Mr. Nelson:

We are writing to clarify certain matters raised in the information request sent by the Commission to ViaSat, Inc. ("ViaSat") on October 10, 2008. Specifically, the Commission requests additional information regarding ManSat Limited ("ManSat") and its relationship to ViaSat and its subsidiaries.

As explained in ViaSat's Letter of Intent filing, ViaSat has contracted with Space Systems / Loral for the construction of a Ka-band satellite (the "VIASAT-IOM" satellite) to be launched into the nominal 115° W.L. orbital location, and ViaSat is the expected operator of that satellite. ViaSat seeks to use that satellite under authority of the government of the Isle of Man to access the United States market. The Isle of Man Government, through its Communications Commission, a Statutory Board of the Government, has authorized ManSat to implement satellite networks at geostationary orbital positions for which ITU filings are made on behalf of the Isle of Man. Under that authorization, ManSat has the right to either implement its own spacecraft at those locations, or authorize others to do so. As requested, Exhibit A contains a detailed description of ManSat, including information concerning its officers, directors, and direct and indirect shareholders.

In this case, ManSat has authorized ViaSat subsidiaries to implement a Ka-band spacecraft at the nominal 115° W.L. orbital location. Under Manx law, ViaSat itself may not hold such rights – such rights may be held only by entities formed under the laws of the Isle of Man. To this end, ManSat has executed separate agreements granting license rights to two subsidiaries of ViaSat formed under the laws of the Isle of Man: IOM Licensing Holding Company Limited ("ViaSat IOM") and ViaSat (IOM) Limited ("ViaSat Limited"). ViaSat IOM and ViaSat Limited are wholly-owned subsidiaries of ViaSat, as reflected in the organizational diagram contained in Exhibit B, with the officers and directors detailed in Exhibit C. Although these agreements note that another ViaSat affiliate not yet formed ("ViaSat Broadband") may

become involved in the future, at present ViaSat IOM and ViaSat Limited are the only ViaSat affiliates involved in implementing the VIASAT-IOM satellite.

Under their respective licensing agreements with ManSat, (i) ViaSat IOM holds license rights for the expected 15-year life of the first spacecraft that will be launched into the nominal 115° W.L. orbital location and (ii) ViaSat Limited holds license rights at that location after the initial 15-year license term. Redacted versions of (i) the license agreement between ManSat and ViaSat IOM, and (ii) the license agreement between ManSat and ViaSat Limited are attached as Exhibits D and E, respectively; unredacted versions of these agreements are being submitted separately under a request for confidential treatment pursuant to Section 0.459 of the Commission's rules. 47 C.F.R. § 0.459. A copy of an agreement between ViaSat (as owner and operator of the satellite) and ViaSat IOM (as the current license holder) to comply with relevant regulations of the Isle of Man and the United Kingdom with respect to the Ka-band satellite at the nominal 115° W.L orbital location is attached as Exhibit F.¹

The Commission has recognized that an entity seeking a spectrum reservation need not itself hold a license, provided there is a "close affiliation" between that entity and the licensee. *See TMI Communications and Company, Limited Partnership and TerreStar Networks, LLC; Application for Modification of Spectrum Reservation for 2 GHz Mobile Satellite Service System*, Order, 22 FCC Rcd 8602, at ¶ 6 (2007) (allowing TerreStar Canada to hold license in its name to satisfy Canadian foreign ownership requirements, while TerreStar holds U.S. spectrum reservation). ViaSat and its wholly-owned Isle of Man subsidiaries maintain such a relationship.

We believe that this letter provides the information that you have requested. Please let us know if you need further information or have any questions.

Sincerely yours,

By: 

Daryl T. Hunter
Director, Regulatory Affairs
ViaSat, Inc.
6155 El Camino Real
Carlsbad, CA 92009
Phone: (760) 476-2583
Fax: (760) 929-3934

cc: Alyssa Roberts

¹ As provided in the license agreement between ManSat and ViaSat Limited, a similar agreement will be executed by ViaSat and ViaSat Limited shortly before the commencement of the second 15-year license term.

Exhibit A

Description of ManSat Limited

ManSat Limited (“ManSat”) is a private limited company formed in 1998 under the laws of the Isle of Man, company number 92219C. ManSat provides tailored business services to meet the needs of the international space industry. In particular, ManSat has a relationship with the Isle of Man Government regarding the use of radio spectrum at geostationary orbital positions for which ITU filings are made on behalf of the Isle of Man. ManSat is headquartered on the Isle of Man with its registered offices located at Parkfield, Glencrutchery Road, Douglas, Isle of Man IM2 5HY, United Kingdom. ManSat also has offices in Houston, Texas, and London, England.

Inisheen Limited, a company formed under the laws of the Isle of Man, holds 75.1 percent of the issued and outstanding shares of ManSat. Inisheen Limited is wholly owned by the Stott Family Foundation, a family trust organized under the laws of Switzerland (the “Trust”). Mr. W.L.B. Stott, a citizen of Great Britain and the former Chairman of ManSat, is the trustee of the Trust and is also its grantor with the beneficiaries being himself, Elizabeth Stott, his wife, and future members of the Stott family. No other entity or individual holds a ten percent or greater direct or indirect voting or equity interest in ManSat.

ManSat is governed by a five-member Main Board of Directors, which is presently comprised of three Executive Directors and two Non-Executive Directors. Four of these directors are citizens of Great Britain, and the remaining director is a citizen of the United States. As is typical with respect to Isle of Man companies, the Executive Directors of ManSat fulfill the roles and functions of officers of the company. In managing the day-to-day operations of ManSat, the Executive Directors are assisted by a licensed Corporate Secretary. The Directors and Corporate Secretary of ManSat are as follows:

Mr. Christopher Bryan Robert Stott, Chairman of the Main Board, Executive Director, and Chief Executive Officer

Mr. Stott is Chairman of the Main Board, Executive Director, and Chief Executive Officer of ManSat. Originator of the ManSat concept, Chris is also ManSat’s co-founder. In September 2003, he was appointed Honorary Representative of the Isle of Man to the Space Community by the Island’s Chief Minister and Council of Ministers.

Chris left his position as Director of International Commercialization & Sales with Lockheed Martin Space Operations’ \$3.4 billion Consolidated Space Operations Contract (CSOC) in Houston to found ManSat. Chris came to Lockheed Martin from the Boeing Space & Communications Company in Huntington Beach, California, where he worked International Business Development for the Delta Launch Vehicle program. Chris has also worked extensively in British and American politics as an Office Manager, Staff Aide, and Speech Writer in the British House of Commons and House of Lords, and as an Intern in the U.S. Senate and White House, and as a political aide on two U.S. Presidential Campaigns. Prior to his work in space, Chris was Special Projects Director with Life Education International, a children’s health education and drug prevention program and United Nations Non Governmental Organization (N.G.O.).

Educated at Millfield School in Somerset, England, Chris attended the University of Kent, Canterbury where he obtained a Bachelor of Arts Degree, with Honours, in American Studies Politics and Government. While at Canterbury, Chris also received a Diploma from the University of California, San Diego where he studied International Relations at the University of California and Marine Policy and at the Scripps Institute of Oceanography. Chris also holds his Masters Degree in Space Studies from the International Space University (ISU), having graduated from the first class of ISU's MSS program in Strasbourg in July 1996. In addition, Chris is a Member of ISU's Board of Trustees and Governing Membership, and is Co-Chair of the School of Business and Management at the University. Chris is also an Adjunct Professor of Space Law at the University of Houston Clear Lake in Clear Lake, Texas, a visiting lecturer at the Bates School of Law at the University of Houston, and is also a lecturer in Space Law for the International Space School Foundation of Houston, Texas.

Chris is a published Fellow of the Royal Astronomical Society and the International Institute of Space Commerce and an invited member of the International Institute of Space Law. He is also a member of the Society of Satellite Professionals International. Chris is the co-author of Britain and Europe's first work on space privatization and commercialization, "A Space For Enterprise; the aerospace industries after government monopoly", Stott & Watson, Adam Smith Institute, London, 1994. ISBN #873712 48 0. Chris was a founder member of the British Space Education Council and remains active in supporting space education initiatives.

Mr. Ian Jarritt, Executive Director and Finance Director

Mr. Jarritt is an Executive Director and the Finance Director of ManSat. He also presently serves as the Chairman of Inmarsat Launch Services Ltd. Ian joined ManSat from his position as Managing Director of Domestic Island Banking, NatWest Offshore, a position he held since August 1996. There his role included responsibility for the performance and strategic direction of NatWest Group branch-banking operations in Jersey, Guernsey and the Isle of Man. Mr. Jarritt came to the Isle of Man in September 1994 to take the position of Chief Executive of the Isle of Man Bank.

While with NatWest Offshore, Mr. Jarritt managed deposits of £3.3 billion (\$4.7bn) and lending of £978 million (\$1.4bn). The businesses under his control delivered an after-costs contribution of £72.2 million (\$103.2 million) in 2000. He was a director of NatWest Offshore Ltd and Coutts (Isle of Man) Ltd and chaired the Ulster Bank (Isle Of Man) Limited Board, the Isle of Man Bank (Leasing) Limited Board and the Lombard Manx Limited Board. He has a wealth of experience in banking having joined National Westminster Bank in 1968. His career progressed through various branch and head office positions until in 1984 he was appointed as Personal Assistant to the then National Westminster Group Chairman, Lord Boardman. From there he moved to the Special Financial Services Sector within NatWest's International Division where he was responsible for devising structured finance solutions for the Bank's major corporate customers and encouraging new business in this area. This led to his appointment as head of the NatWest Financial Structuring Unit which comprised a team of 19 specializing in tax and treasury based financial structures.

In early 1991 Mr. Jarritt moved to NatWest's United States subsidiary, based in New York and New Jersey, where he was firstly Head of Corporate Planning within the Business

Strategies Division and subsequently Director of Marketing for the Group's 300 strong branch network in the New York / New Jersey area. He was closely involved in the acquisition of two New Jersey Banks which were successfully absorbed into the Group during his tenure.

With a broad involvement in the general business fabric of the Isle of Man, he sits on the Isle of Man Civil Service Commission, a tribunal comprising a Political Chairman, the Chief Secretary – i.e. Head of the IOM Civil Service – and a non-political member. The Commission is constituted under the Civil Service Act and is the legal Employer of all Isle of Man Civil Servants. Specifically it is the executive body responsible for the terms and conditions for the Isle of Man's 2,100 Civil Servants.

Mr. Jarritt is a member of the Isle of Man Executive Club and the Isle of Man Euro Club. He was until recently a trustee and member of the management board of Isle of Man Hospice Care. He was Mentor to participating teams in the Manx Executive Challenge 2000, an Institute of Management sponsored project-based program for young business people in the Isle of Man.

Dr. Don (Jay) Jayasuriya, Executive Director, Chief Operating Officer and Director of London Office

Dr. Jayasuriya is an Executive Director and Chief Operating Officer of ManSat, and Director of ManSat's London office. Before joining ManSat, Dr. Jayasuriya operated a telecom consultancy in the U.K., offering companies the opportunity to access the U.K./European telecommunications markets. This primarily involved examining market opportunities for clients, and pursuing those opportunities by engaging in negotiations with relevant parties, including the commercial sector as well as the Government/Telecom Regulators. Most recently he has worked on two major projects – one on the deployment of broadband networks in the U.K., and the other on the establishment of satellite Earth station and related communications in the U.K..

Jay has more than 18 years experience in the telecommunications sector addressing regulatory and market aspects. As the Head of Mobile Services at U.K.'s Department of Trade and Industry (DTI), Radiocommunications Agency (RA) he played a leading role at international and European forums, such as the International Telecommunications Union (ITU – e.g. WRC and ITU-R Sector), the European Union and the CEPT (Conference of European Posts and Telecommunications, the collective of 43 European Radio/Telecom administrations) making a major contribution to the establishment of international/European regulatory frameworks for competitive service provision, licensing and frequency management. He was the architect of the European regulations applying to Satellite Personal Communications Services (S-PCS or GMPCS) enacted by the CEPT and the E.U.

Jay has led a team of engineers in conducting detailed frequency co-ordination for satellite services. He has also led national delegations to various international co-ordination meetings and negotiations. In addition he has dealt with technical standards and, as well as his general involvement in the European Telecommunications Standards Institute (ETSI), he was the founder member and the first chairman of the ETSI committee responsible for preparation of technical standards for mobile satellite service.

Jay joined ICO Global Communications, a company planning to implement a global mobile satellite system to offer a satellite equivalent of third generation mobile services, in 1998. He held the position of Director, Regulatory Affairs at ICO Global Communications, with overall the responsibility for Regulatory activities, and with the specific responsibility for managing that company's regulatory and market access strategy in Europe, Middle East and Africa. He also held the position of Vice Chairman – Europe at the international GMPCS MoU Group.

Jay obtained his B.Sc. (Hons.) and Ph.D. in Electronics Engineering from the University of London.

Mr. Victor Bernstein, Non-Executive Director

Mr. Bernstein serves as a Non-Executive Director of ManSat and is also the Chief Executive Officer of the Manna Energy Foundation, a U.S. 501c(3) focused on renewable energy and clean water programs in Africa. Mr. Bernstein is the former General Counsel for Loral Skynet and was responsible for all legal matters at Loral Skynet, the company's regulatory affairs and all contracting matters with customers and suppliers. In addition Mr. Bernstein has previously had primary responsibility for Human Relations matters at Loral Skynet. Mr. Bernstein was also the primary legal advisor to the Loral Global Alliance. He was a member of the company's management leadership team which was responsible for all major decisions for the company. He served on the board of Stelcat, a French satellite operator that was a joint venture of Europe*Star and France Telecom.

Mr. Bernstein first entered private practice after graduation from law school. While in early practice, he also was an adjunct assistant professor at New York University's Graduate School of Business. In 1978, he joined the law department at Western Electric, then the manufacturing and supply arm of the Bell System. There, and after moving to AT&T, he was primarily responsible for corporate and securities matters, eventually playing a major role in the Bell System Divestiture and the creation of the Bell Regional Holding Companies. He remained involved in corporate legal work for several years at AT&T, and then moved to work in the commercial area, where he became the principal legal counsel to AT&T Skynet, while working on diverse telecommunications matters. Mr. Bernstein was instrumental in the acquisition of AT&T Skynet by Loral Space and Communications, and joined the company as general counsel when it became Loral Skynet. Mr. Bernstein has acted as an arbitrator in commercial matters at the American Arbitration Association.

Mr. Bernstein was graduated from Montclair Academy (now Montclair Kimberly Academy), Montclair, New Jersey, in 1965. He received, in June 1969, a Bachelor of Arts degree from the University of Virginia, where he majored in English. In 1972, he received his Juris Doctor degree from the University of Virginia Law School. He is married with two children.

Mr. Christopher Hall, Non-Executive Director

Mr. Hall serves as a Non-Executive Director of ManSat. Chris is also the Managing Director of Max Telecom. Mr. Hall joined Manx Telecom in 1997 as Director of Business Development and a year later he was appointed Managing Director. During his time in charge he has seen the company gain an enviable reputation as a pioneer of new communications technology, including the launch of the first working 3G mobile network in Europe in December 2002 and the world's first commercial HSDPA service in November 2005. Prior to joining Manx Telecom Chris worked for British Telecom, first in London in a number of different sales and customer service roles, and later in Belgium and the Nordic Regions.

Chris originally studied Engineering at St. Catherine's College, Cambridge, where he was a BT sponsored student, and subsequently attended the Sloan Masters Program at the London Business School in 1995 where he graduated with distinction. Chris is married with three young daughters. He is a member of the Isle of Man Economy 2014 Public-Private Sector Think Tank, the Isle of Man Government e-commerce Consultative Committee and the Chamber of Commerce IT Committee. He is also a Governor of the Isle of Man Hospice Care and a Governor of the Isle of Man International Business School.

Mr. Lionel Kelly, Corporate Secretary

Mr. Kelly is ManSat's Corporate Secretary with responsibility for aiding ManSat with its Corporate Governance and compliance with all of the relevant company rules and regulations. Nigel is a licensed Chartered Accountant and Corporate Secretary. Nigel is both founder and the director of his own leading local private practice which offers accountancy, taxation and company secretarial services to a wide range of clients both on and off the Island. Nigel came to his own practice having gained a wealth of experience from over nine years with the leading international accounting firm of KPMG. Prior to his work in with KPMG, Nigel also worked with a leading Irish Merchant Bank and the Manx Electricity Authority where he was Chief Cashier. Manx born, Nigel has a passion for both horses and show jumping and for Liverpool Football Club.



Exhibit B
ViaSat IOM Organizational Diagram

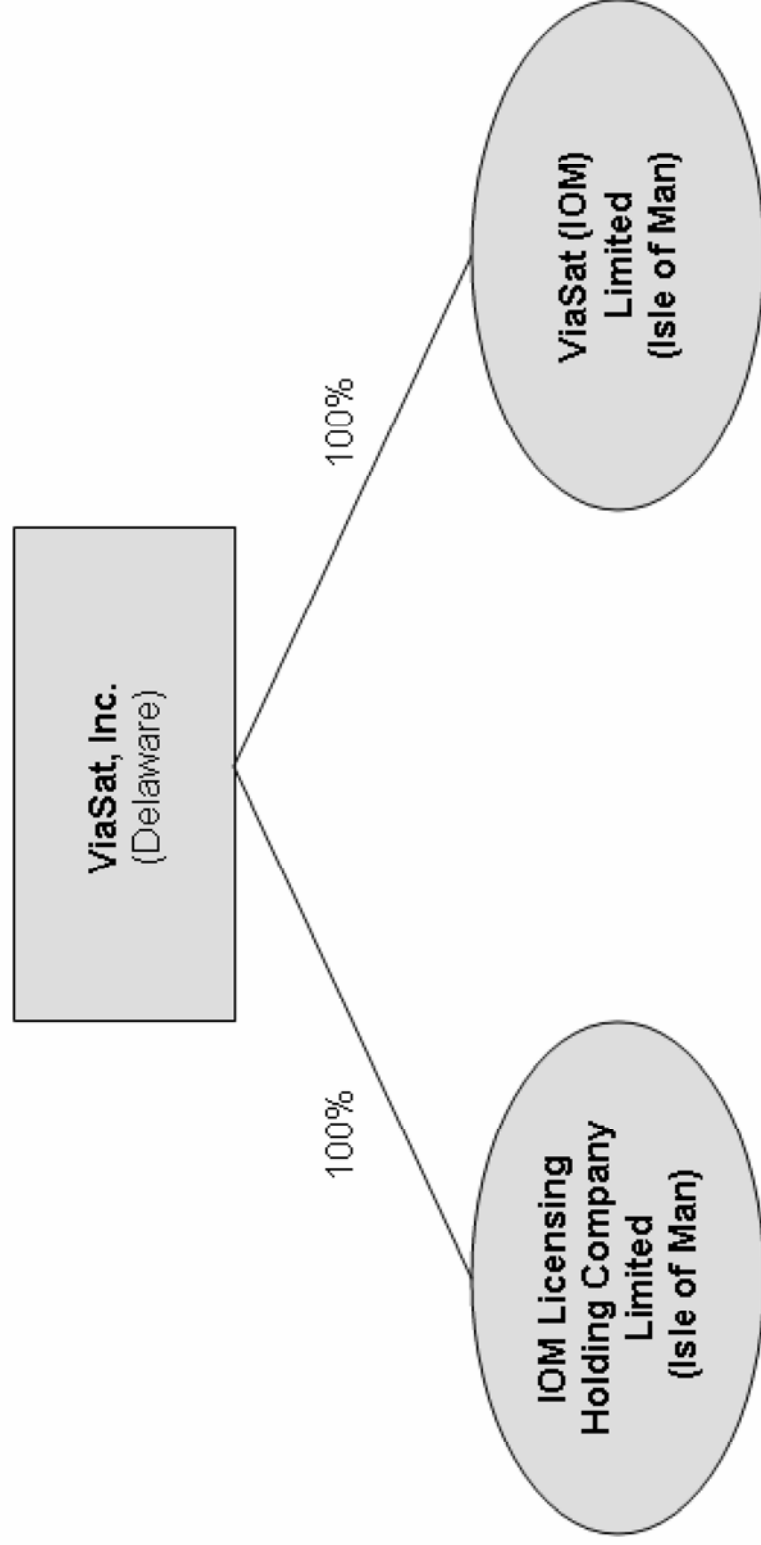


Exhibit C
Officers and Directors of
IOM Licensing Company Limited
and ViaSat (IOM) Limited

IOM Licensing Company Limited

Director: Keven K. Lippert

Officers: Keven K. Lippert, Vice President

Daryl Hunter, Director of Regulatory Affairs

Paul Castor, Secretary

Kathleen Hollenbeck, Assistant Secretary

ViaSat (IOM) Limited

Directors: Richard A. Baldrige

Keven K. Lippert

Mark D. Dankberg

Officers: Keven K. Lippert, Vice President

Daryl Hunter, Director of Regulatory Affairs

Paul Castor, Secretary

Kathleen Hollenbeck, Assistant Secretary

EXHIBIT D
LICENSE AGREEMENT BETWEEN
IOM LICENSING HOLDING COMPANY LIMITED AND
MANSAT LIMITED
(REDACTED)

MANSAT LIMITED

and

IOM LICENSING HOLDING COMPANY LIMITED

**LICENCE AGREEMENT
FOR THE USE OF SPECIFIC KA BAND FREQUENCIES BY SPACECRAFT
LOCATED AT THE NOMINAL 115° WEST LONGITUDE POSITION IN THE
GEOSTATIONARY ORBIT**

REDACTED FOR PUBLIC INSPECTION

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SCHEDULE 1

EXHIBIT A

EXHIBIT B

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THIS LICENCE AGREEMENT (hereinafter referred to as the “Licence Agreement” or “Agreement”) is entered into with effect as of the 14th day of July, 2008, by and between

- (1) MANSAT LIMITED (hereinafter referred to as “MANSAT”); and
- (2) IOM LICENSING HOLDING COMPANY LIMITED (hereinafter referred to as “VIASAT IOM”)

In this Agreement MANSAT and VIASAT IOM are individually called “a Party” and collectively “the Parties”.

RECITALS

- A. MANSAT is a private limited company incorporated in the Isle of Man with registered number 92219C having its registered office at Parkfield, Glencrutchery Road, Douglas, Isle of Man, IM2 5HY.
- B. VIASAT IOM is a private limited company incorporated in the Isle of Man with registered number 002581V having its registered office at 15-19 Athol Street, Douglas, IM1 1LB, Isle of Man.
- C. The Isle of Man Government has provided MANSAT with the exclusive rights, under authority of the Isle of Man Government, to licence geostationary satellite networks, including geostationary satellite networks using the 17.7-21.2 GHz and 27.5-31.0 GHz frequencies (the “Related Frequencies”) at or about the 115° W.L. orbital location under International Telecommunication Union (“ITU”) filings IOMSAT-11 and IOMSAT-11A (“115 WL Filings”) made by the Office of Communications of the United Kingdom (“OFCOM”) on behalf of the Isle of Man Government.
- D.
- E.
- F. ViaSat has entered into a satellite construction agreement with Loral for the construction of a Ka band satellite, to be implemented in accordance with the 115 WL Filings, and with a projected launch date in 2011 (the “115 WL Satellite”).
- G. ViaSat has formed VIASAT IOM to enter into this Licence Agreement with MANSAT, and anticipates that VIASAT IOM will become a wholly-owned subsidiary of another entity that ViaSat will create to own and operate the 115 WL Satellite (“ViaSat Broadband”).

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- H. ViaSat anticipates that ViaSat Broadband initially will be controlled and majority owned by ViaSat or one of its subsidiaries, but also will be owned by other persons.
- I. ViaSat also has formed ViaSat (IOM) Limited as a separate private limited company incorporated in the Isle of Man that is entering into its own licence agreement with MANSAT.
- J. VIASAT IOM is fully informed regarding the ITU frequency co-ordination process and United Kingdom and Isle of Man regulatory processes and requirements.

In consideration of the foregoing, the covenants and obligations hereinafter set forth, and the mutual benefits to be derived hereunder, the Parties agree as follows:

SECTION ONE: DEFINITIONS

Capitalized terms not otherwise defined in this Licence Agreement shall have the following meanings:

“**Affiliate**” means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with, such entity.

“**Claim**” means any claims, demands, proceedings or actions (including any brought by a regulator).

“**Commencement of Commercial Satellite Operations**” means, for any given satellite located at or to be located at the Orbital Position pursuant to this Agreement,

“**Control**” has the meaning given to it in Section 840 of the Income and Corporation Taxes Act 1988.

“**Co-ordination**” means the regulatory process defined in Articles S.9 and S.11 and/or Resolution 46 (WRC-97) of the ITU Radio Regulations edition of 1998, or such new provisions as may be adopted by the ITU to revise/amend or replace these provisions from time to time.

“**Co-ordination Agreements**” mean the technical and/or operational agreements contained in the summary records of bilateral intergovernmental meetings between the Isle of Man Government and/or the United Kingdom National Administration and/or other national administrations, or operator-level meetings that have been subsequently ratified by the national administrations of both the Isle of Man Government and the United Kingdom National Administration.

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“**Data Subject**” has the meaning given in Section 27.2.

“**DPA**” means applicable data protection laws and the regulations governing the Personal Data (including, without limitation, the Directive of the European Parliament of the Council 95/46/EC, the Data Protection Act 1998 and the Isle of Man Data Protection Act 2002 (as amended or replaced from time to time) (or equivalent enabling national legislation in a relevant European Economic Area State).

“**Filed**” and/or “**Filing**” means for FSS satellite networks, the submission of forms of notice APS/V, VI and subsequently ApS4/II, III under the Provisions of Articles S.9 and S.11 of the ITU Radio Regulations edition of 1998, or such new provisions and forms as may be adopted by the ITU to replace these provisions and forms from time to time.

“**In Orbit Testing**” or “**IOT**” means

“**Intellectual Property Rights**” means:

(a) all copyright, design rights (whether registered or unregistered), database rights, patents, utility models, trademarks, trade names, domain names and topography rights and any other intellectual property having a similar nature or equivalent effect anywhere in the world; and

(b) applications for or registrations of any of the rights described in (a) above,

but excluding: (i) any rights granted by either Party to the other under this Licence Agreement or the Side Letters; and (ii) any rights related to the 115 WL Filings.

“**Isle of Man Government**” means the Government of the Isle of Man and any agency, department or other instrumentality of it.

“**ITU**” means the International Telecommunication Union.

“**Orbital Position**” means the nominal 115° west longitude location in the geostationary orbital arc where one or more geostationary telecommunication satellites may be stationed for operation.

“**Personal Data**” has the meaning given in the DPA.

“**Region**” means any and all parts of ITU Region 2 outside of Canada.

“**Satellite**” means the 115 WL Satellite placed into or operated at the Orbital Position and/or any other spacecraft placed into or operated at the Orbital Position, in either case pursuant this Agreement and that uses any of the ViaSat Frequencies.

“**Side Letters**” has the meaning given in Section 21.1.

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“**United Kingdom National Administration**” means the Office of Communications of the United Kingdom (“OFCOM”), or any successor agency or instrumentality.

“**ViaSat Frequencies**” means the Ka-band frequencies

SECTION TWO: LICENCE

For the Term of this Agreement and subject to the other terms hereof, MANSAT hereby grants to VIASAT IOM

SECTION THREE: TERM

3.1 The term of this Licence Agreement shall extend from the date hereof until fifteen (15) years from the date of Commencement of Commercial Satellite Operations, subject to earlier termination in accordance with the terms and conditions hereof (“Term”).

3.2

3.3 Upon the valid termination or expiration of this Licence Agreement,

SECTION FOUR: LICENCE FEE

4.1

4.2

4.2.1

4.2.2

4.3

4.4

**SECTION FIVE:
FREQUENCY CO-ORDINATION FEE**

**SECTION SIX:
PROVISION OF FILING AND CO-ORDINATION INFORMATION**

6.1

6.2

6.3

6.4

6.5

6.6

**SECTION SEVEN:
FREQUENCY CO-ORDINATION**

7.1

7.2

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7.10

**SECTION EIGHT:
BRINGING INTO USE, SERVICE DURATION AND
REPLACEMENT SATELLITES**

8.1 The Satellite may be placed into and operated at the Orbital Position subject to this Licence Agreement and may make use, for communications purposes, of any of the ViaSat Frequencies during the Term. MANSAT acknowledges and agrees that the Satellite's station-keeping may need to be centered at an offset from the Orbital Position in order to manage the risk of in-orbit collisions and otherwise comply with applicable law.

8.2 VIASAT IOM shall periodically or at the request of MANSAT update MANSAT on the status of procurement, launch and deployment of the Satellite.

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**SECTION NINE:
UK INSURANCE**

VIASAT IOM recognises the requirement of the British National Space Centre (“BNSC”) that insurance or alternative means (collectively, “Insurance”) be obtained to indemnify the governments of the United Kingdom and the Isle of Man against any claim made relative to the launch or in-orbit operations of a satellite launched into an Isle of Man or United Kingdom registered orbital position. VIASAT IOM shall comply with all authorization requirements that may be imposed by BNSC under the 1986 Outer Space Act or otherwise, including rules requiring such Insurance. VIASAT IOM undertakes to arrange such Insurance covering such matters on terms approved by MANSAT (such approval not to be unreasonably withheld or delayed).

**SECTION TEN:
BREACH AND TERMINATION**

10.1

10.2 MANSAT may, without prejudice to any rights or remedies that it might have against VIASAT IOM, by written notice to VIASAT IOM and ViaSat, forthwith terminate this Licence Agreement if:

10.2.1

10.2.2

10.2.3

10.2.4

10.3 VIASAT IOM and ViaSat together may, without prejudice to any rights or remedies that they may have against MANSAT, by written notice to MANSAT, forthwith terminate this Licence Agreement if:

10.3.1

10.3.2

10.3.1

10.4 Expiry of this Licence Agreement or its termination for whatever cause shall not release the Parties from any of their respective obligations which become effective or continue to be effective on or after the termination of this Licence Agreement under Sections 9 and/or 12 through 27 hereof, which shall survive the termination or expiry hereof.

10.5 Termination of this Licence Agreement for whatever cause or its expiry shall be without prejudice to the rights of the Parties in respect of any antecedent breaches or any other rights which may have arisen under this Licence Agreement and shall not relieve any Party from any existing obligation or liability which has arisen under this Licence Agreement.

**SECTION ELEVEN:
REPRESENTATIONS AND WARRANTIES**

11.1 VIASAT IOM represents and warrants that it is a corporation duly incorporated, existing and in good standing under the laws of the Isle of Man, and that it has all requisite corporate power and authority to enter into this Licence Agreement and to carry out its obligations hereunder in accordance with the terms hereof.

11.2 MANSAT represents and warrants that it is a company duly incorporated, existing and in good standing under the laws of the Isle of Man, and that it has all requisite corporate power and authority to enter into this Licence Agreement and to carry out its obligations hereunder in accordance with the terms hereof.

11.3 VIASAT IOM represents and warrants that VIASAT IOM or one of its Affiliates has or will have the financial, marketing, and technical capability to operate the Satellite in the Orbital Position pursuant to this Licence Agreement. VIASAT IOM or one of its Affiliates has obtained or will obtain all necessary consents, licenses or other authorities required for the operation of the Satellite, whether in the Isle of Man or other jurisdiction.

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11.4 VIASAT IOM represents and warrants that its actions under this Licence Agreement shall comply in all material respects with applicable laws and regulations of the Isle of Man, the United Kingdom National Administration and/or the ITU, in each case that are applicable to the 115 WL Filings. Without limiting the generality of the foregoing, VIASAT IOM shall take the steps outlined in this Section 11.4 so as to comply with all requirements of the United Kingdom National Administration applicable to the Satellite including the need to have the technical capability or a legally binding contractual commitment by which radiofrequency transmissions to and from the Satellite can be modified or ceased upon the request of Ofcom (the “Ofcom Regulations”). No later than ninety (90) days after the date of this Licence Agreement, VIASAT IOM shall have:

11.4.1 entered into all relevant written contractual commitments with its Affiliate that will own and operate the Satellite that are necessary in the reasonable view of MANSAT for VIASAT IOM to comply with the provisions of this Section 11.4 and the then-applicable Isle of Man, United Kingdom National Administration and/or ITU laws and regulations (including but not limited to the Ofcom Regulations) regarding the operation of the Satellite; and

11.4.2 provided a copy of each such written contractual commitment to MANSAT.

MANSAT shall cooperate with VIASAT IOM in all reasonable respects in order to facilitate VIASAT IOM’s compliance with this Section 11.4.

11.5 VIASAT IOM and MANSAT each represents and warrants to the other that all corporate resolutions required to be taken, or authorisation by its duly appointed officers to execute this Licence Agreement and carry out the transactions contemplated hereby, have been duly and properly obtained.

11.6 MANSAT will not execute, enter into or in any way bind itself to any obligations or liabilities, contractual or otherwise that will affect or impair the ability of VIASAT IOM to perform its obligations or enjoy its rights hereunder other than as is required by applicable law or relevant authority; provided, however, that MANSAT shall provide VIASAT IOM with prompt written notice of any such requirement prior to taking any such action and shall cooperate with VIASAT IOM in taking any lawful action to contest or limit any such requirement to minimize the impact of the requirement on VIASAT IOM.

11.7 MANSAT represents and warrants that the Isle of Man Government has granted MANSAT a licence to, or has assigned to MANSAT the right to, use the 115 WL Filings on terms that permit MANSAT to sublicense such rights to VIASAT IOM in accordance with the terms of this Licence Agreement and on such other terms as may be agreed between the Parties from time to time (the “MANSAT Licence”).

11.8 MANSAT represents and warrants that the MANSAT Licence provides that in the event it is terminated whether by the effluxion of time or otherwise, then this Agreement shall be unaffected by such termination and the parties to the MANSAT Licence will cooperate in order to bestow upon VIASAT IOM the full benefit of the ViaSat Frequencies at the Orbital Position licensed hereunder. Upon the request of VIASAT IOM, MANSAT shall use best endeavours to obtain a letter, certificate, decree, or similar document from the Isle of Man Government to

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VIASAT IOM stating that VIASAT IOM's rights and obligations under the Licence Agreement shall continue directly with the Isle of Man Government, uninterrupted and unaffected by any change, termination, cancellation, or withdrawal of the MANSAT Licence, and on the same terms as set forth herein.

11.9 MANSAT represents and warrants that Exhibit B contains a true and complete list of all Co-ordination Agreements that MANSAT, the Isle of Man and/or the United Kingdom have already made with other national administrations or other operators with respect to the ViaSat Frequencies, the 115 WL Filings and/or the Orbital Position.

11.10 MANSAT represents and warrants that a true, correct, and complete copy of each and every document, contract and agreement in the possession of or entered into by MANSAT with respect to the ViaSat Frequencies, the 115 WL Filings and/or the Orbital Position has been made available to VIASAT IOM, and each document, contract, and agreement is true, correct, and complete in all respects as of the date it is delivered.

11.11 MANSAT represents and warrants that it is not a "controlled foreign corporation" within the meaning of United States Internal Revenue Code Section 957 and is not engaged in a trade or business within the United States.

11.12 Throughout the Term, MANSAT shall use all reasonable endeavours to maintain its exclusive rights from the Isle of Man Government to licence geostationary satellite networks under authority of the Isle of Man Government that are currently contained within the MANSAT License.

SECTION TWELVE: GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Licence Agreement shall be subject to, governed by and construed in accordance with the laws of England.

12.2 The Parties hereto and ViaSat (as applicable) agree to attempt to settle any claim or controversy arising out of this Licence Agreement through consultation, cooperation and negotiation.

12.3 All arbitration awards hereunder shall be rendered and paid in United States Dollars.

12.4 The Parties agree that a Party who claims to be aggrieved by the improper use or disclosure of its proprietary information by the other Party may apply to any court of law or

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equity of competent jurisdiction for such interim or temporary order, injunction, or award as may be appropriate to protect its rights pending resolution of its claim.

12.5 Without prejudice to any other mode of service VIASAT IOM irrevocably appoints Law Debenture Corporate Services Limited (company number 3388362) registered in England with a registered address at Fifth Floor, 100 Wood Street, London, EC2V 7EX and MANSAT irrevocably appoints James Winston Stott of 13, Veronica Road, Balham, London SW17 8QL, as its respective agent in England for service of process relating to any proceedings in connection with this Licence Agreement, and each Party:

12.5.1 agrees that the failure of the process agent to notify them or any of them of the process will not invalidate the proceedings concerned provided that notice of service of process has in addition been served in accordance with Section 25; and

12.5.2 agrees that if the appointment of any person mentioned in this Section 12.5 ceases to be effective, it will immediately appoint a further person in England to accept service of process on its behalf in England and failing such appointment within 14 business days, MANSAT (in the case of failure by VIASAT IOM) or VIASAT IOM (in the case of failure by MANSAT) is entitled to appoint such person by giving notice to the other Parties hereto.

12.6 The provisions of Sections 10 and 12 are without prejudice to either Party's right to seek any form of injunctive relief from the courts where a Party deems it necessary to do so.

SECTION THIRTEEN: RELATIONSHIP OF VIASAT IOM AND MANSAT

13.1 Neither MANSAT nor VIASAT IOM is, nor shall it be regarded as, an agent or representative of the other. MANSAT and VIASAT IOM are independent of each other and neither shall be regarded to have any vicarious liability for the other. VIASAT IOM's fiduciary duties are to its own shareholders only. In addition, neither this Licence Agreement, nor any terms and conditions contained in this Licence Agreement, may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture or a franchise between MANSAT and VIASAT IOM. Neither MANSAT nor VIASAT IOM may bind the other in contracts with third parties or make promises or representations on behalf of the other Party without a signed written consent from the other Party, and employees and agents of one Party are not for any purpose employees or agents of the other.

13.2 Except as provided in Section 2, nothing in this Agreement shall be deemed to create an exclusive relationship between MANSAT and VIASAT IOM. Subject to the limitations of Section 11.6, each Party shall have the right to deal with third parties regarding relationships and transactions similar to those contemplated in this Agreement; provided, however, that neither VIASAT IOM nor ViaSat (nor any Affiliate of either of them) shall make any applications for orbital positions through or conduct negotiations with the Isle of Man Government without MANSAT's prior written consent as long as MANSAT's exclusive rights from the Isle of Man Government to licence geostationary satellite networks under authority of the Isle of Man Government (as currently provided in the MANSAT Licence) remain in effect.

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13.3 The Parties will confer from time to time on the development of a deployment schedule specifying target dates for putting the Satellite into the Orbital Position, and other dates relating to regulatory procedures regarding use of the 115 WL Filings.

13.4 Upon the request of VIASAT IOM, MANSAT shall provide to VIASAT IOM in a prompt and timely manner such information or documentation as may reasonably be necessary to allow VIASAT IOM and each Affiliate of VIASAT IOM to comply with any obligations to which it is subject under applicable law.

13.5 In no event shall VIASAT IOM have any liability or obligation to MANSAT to bring the 115 WL Filings into use, or to make payments under Section 4.1 or 4.2, should the Satellite not be launched into, and brought into commercial service at, the Orbital Position under this Licence Agreement.

SECTION FOURTEEN: INDEMNIFICATION AND LIABILITY

14.1 Subject to Section 14.3, MANSAT shall indemnify and hold harmless VIASAT IOM and its Affiliates, and their respective officers, directors, employees and shareholders harmless from and against:

14.1.1

14.1.2

14.1.3

14.2 Subject to Section 14.3, VIASAT IOM shall defend, indemnify and hold harmless MANSAT and its officers, directors, employees and shareholders from and against:

14.2.1

14.2.2

14.2.3

14.3

14.3.1

14.3.2

14.3.3

**SECTION FIFTEEN:
OBLIGATIONS OF THIRD PARTIES**

15.1 To the extent that co-operation of any person or entity not a party to this Licence Agreement is required in the performance by any Party of its obligations under this Licence Agreement or any related contract or agreement, the Parties agree that they will make best endeavours to obtain the binding agreement of such third party to cooperate as required to enable the full performance of this Licence Agreement.

15.2 Each Party will do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Licence Agreement.

15.3

Notwithstanding the foregoing, and subject to Sections 3.2, 10.1, and 10.2, MANSAT and VIASAT IOM will be entitled to vary, terminate or rescind this Agreement by a written agreement between the two of them without reference to, or the consent of, any third party; provided however, that the consent of ViaSat shall be obtained prior to any variation, termination or rescission to which VIASAT IOM may consent.

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SECTION SIXTEEN: CONFIDENTIALITY

This Licence Agreement, each agreement or document referred to herein and all the information disclosed by any Party or its Affiliates to the other Party in connection with the negotiation, execution or operation of this Licence Agreement shall be deemed confidential and proprietary, and subject to that Non-Disclosure Agreement between the MANSAT and ViaSat dated as of March 26, 2008, the terms of which are incorporated herein by reference and made a part hereof. No Party shall disclose any portion of this Licence Agreement, any details of this Licence Agreement, or make any announcement, statement or release regarding the existence of this Licence Agreement, or make any disclosure of information received in connection with the negotiation, execution or operation of the Licence Agreement without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed) or save where such disclosure may be required by applicable law.

SECTION SEVENTEEN: AMENDMENTS

Any amendment or modification to this Licence Agreement shall only be effective if in writing and signed by the Parties. Prior to the effectiveness of any such amendment or modification, the original terms and conditions of this Licence Agreement shall remain in full force and shall only be superseded after the signature of the amendment or modification by each Party and then only to the extent specifically provided in such amendment or modification.

SECTION EIGHTEEN: WAIVER AND RELIEF

18.1 The waiver by a Party of a breach of any provision of this Licence Agreement shall not operate or be construed as a waiver of any other or any subsequent breach of the same or any other term. To be enforceable, a waiver must be in writing signed by an authorized representative of the waiving Party.

18.2 The rights and remedies provided by this Licence Agreement are cumulative and are not exclusive of any rights or remedies provided by applicable law.

SECTION NINETEEN: INVALIDITY AND COUNTERPARTS

19.1 If any provision of this Licence Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired, and the Parties shall use best endeavours to negotiate a replacement provision that provides, to the maximum extent possible, the benefits provided under this Licence Agreement.

19.2 This Licence Agreement may be signed in one or more counterparts that together shall constitute one and the same agreement.

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SECTION TWENTY: EXPENSES

Except as otherwise specifically provided in this Licence Agreement, each Party shall pay its own expenses including, without limitation, attorney's fees in connection with the drafting, negotiation, execution, and performance of this Licence Agreement.

SECTION TWENTY-ONE: ENTIRE AGREEMENT

21.1

21.2 Each Party acknowledges that in entering into this Licence Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Licence Agreement or the Side Letters) and waives all rights and remedies which, but for this Section 21.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. Each party acknowledges that its legal advisers have explained to it the effect of this Section 21.2.

SECTION TWENTY-TWO: FORCE MAJEURE

22.1 Any failure or delay in the performance by VIASAT IOM of its obligations under this Licence Agreement shall not be a breach of this Licence Agreement if such failure or delay results from any act or any other circumstance reasonably beyond the control of VIASAT IOM, including, without limitation, weather, acts or omissions of the Isle of Man Government, the ITU, any regulatory authority, MANSAT or any third person not affiliated with VIASAT IOM, any manufacturer of satellites, provider of launch services, acts of God, fire flood, war, acts of terrorism, riot, civil commotion or governmental action (acting in a sovereign capacity).

22.2 Any failure or delay in the performance by MANSAT of its obligations under this Licence Agreement shall not be a breach of this Licence Agreement if such failure or delay results from any act or any other circumstance reasonably beyond the control of MANSAT, including, without limitation, weather, acts or omissions of the Isle of Man Government, the ITU, any regulatory authority, VIASAT IOM or any third person not affiliated with MANSAT, any manufacturer of satellites, provider of launch services, acts of God, fire flood, war, acts of terrorism, riot, civil commotion or governmental action (acting in a sovereign capacity).

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SECTION TWENTY-THREE: NON ASSIGNMENT

Neither VIASAT IOM nor MANSAT may assign, novate or transfer or create any trust, or purport to assign, transfer or create any trust, in respect of any of its rights or obligations relating to this Licence Agreement without the written consent of the other and of ViaSat, which consent shall not be unreasonably withheld or delayed by either Party; provided, however, that: either VIASAT IOM or MANSAT may without the other Party's consent: (i) assign or novate this Licence Agreement to one of its Affiliates, or (in the case of VIASAT IOM only) one of ViaSat's Affiliates; (ii) assign or novate this Licence Agreement in connection with the sale of all or substantially all of VIASAT IOM's or MANSAT's assets to a third party purchaser; (iii) assign its rights under this Licence Agreement as security; and (iv) otherwise grant security interests in VIASAT IOM's or MANSAT's rights hereunder to lenders that provide financing to ViaSat, VIASAT IOM and/or any of their respective Affiliates or to MANSAT and/or any of its Affiliates. VIASAT IOM and MANSAT agree to evidence their consent to any such permitted assignment, novation or security interest in a form reasonably requested by the other Party, ViaSat, or the beneficiary of any such permitted assignment, novation or security interest.

SECTION TWENTY-FOUR: OFFSET CREDITS AND TAXES

MANSAT agrees to use its best endeavours to work with and on behalf of VIASAT IOM to obtain approval from the Isle of Man and/or United Kingdom governments for VIASAT IOM's receipt of the maximum permissible offset credits for the activities and expenditures contemplated in this Licence Agreement. The Parties shall cooperate in all reasonable respects in seeking appropriate exemptions from tax withholding obligations, but in any event shall deduct and withhold all amounts required to be deducted and withheld under applicable law.

SECTION TWENTY-FIVE: NOTICES

Any notice required or permitted to be given under this Licence Agreement shall be in writing. Such notice may be hand-delivered, sent by registered mail, or sent by confirmed facsimile (provided that the original is hand delivered or sent by registered mail) to the address/facsimile number below or other address as may be notified by one Party to the other (or ViaSat, as applicable) in writing:

VIASAT IOM AND VIASAT

Attention: General Counsel
6155 El Camino Real
Carlsbad, California 92009
USA
Fax: 1 760 929 3926

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With a copy to:
Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004-1304
USA
Attn: John P. Janka
Fax: 1 202 637 2201

MANSAT
Attention: The Chairman
4 Athol Street
Isle of Man
IM1 1LB

With a copy to:

Andrew Corlett
Cains
15-19 Athol Street
Douglas
Isle of Man
IM1 1LB
Fax: +44 (0) 1624 638333

SECTION TWENTY-SIX: INTELLECTUAL PROPERTY

26.1 All Intellectual Property Rights owned by the MANSAT prior to the date of this Licence Agreement or created by MANSAT as a result of MANSAT's performance of its obligations under this Licence Agreement ("MANSAT IPR") shall remain the property of MANSAT and nothing in this Licence Agreement shall confer to VIASAT IOM any rights in MANSAT IPR. VIASAT IOM hereby undertakes not to attempt to register any MANSAT IPR without the prior written consent of MANSAT.

26.2 All Intellectual Property Rights owned by the VIASAT IOM prior to the date of this Licence Agreement or created by VIASAT IOM as a result of VIASAT IOM's performance of its obligations under this Licence Agreement ("VIASAT IPR") shall remain the property of VIASAT IOM and nothing in this Licence Agreement shall confer to MANSAT any rights in VIASAT IOM IPR. MANSAT hereby undertakes not to attempt to register any VIASAT IPR without the prior written consent of VIASAT IOM.

SECTION TWENTY-SEVEN: DATA PROTECTION

27.1 In respect of any processing of Personal Data in relation to this Licence Agreement:

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27.1.1 for MANSAT Personal Data, MANSAT will be the data controller and VIASAT IOM will be the data processor (as data controller and data processor are defined in the DPA); and

27.1.2 for VIASAT IOM Personal Data, VIASAT IOM will be the data controller and MANSAT will be the data processor.

27.2 Where a Party processes the other Party's Personal Data in relation to this Licence Agreement, the Party will:

27.2.1 process the Personal Data strictly in accordance with the terms of this Licence Agreement and the other Party's written instructions from time to time;

27.2.2 not disclose the Personal Data to any third party or use the Personal Data for any purpose, other than as authorised pursuant to this Licence Agreement or otherwise approved in writing by the other Party;

27.2.3 promptly assist the other Party with any subject access requests which may be received from individuals to whom the Personal Data relates ("**Data Subjects**");

27.2.4 promptly carry out a request from the other Party to amend, transfer or delete any of the Personal Data necessary to allow the other Party to comply with its responsibilities as data controller; and


27.2.5 not transfer any Personal Data outside the Isle of Man or the European Economic Area unless authorised in writing to do so by the other Party and, if authorised, ensure that the transfer is made in accordance with any reasonable instructions from the other Party and take any further steps necessary to ensure that the transfer is in accordance with the DPA.

27.3 Each Party will take adequate technical and organisational measures against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, the other Party's Personal Data.

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Signature Page

IN WITNESS WHEREOF, each Party has caused this Licence Agreement to be signed and delivered by its duly authorised representative on the date specified below.

MANSAT	VIASAT IOM
Signed: _____	Signed:  _____
Name: _____	Name: <u>Keven Lippert</u> _____
Title: _____	Title: <u>Vice President</u> _____
Date: _____	Date: <u>July 14, 2008</u> _____

Signature Page

IN WITNESS WHEREOF, each Party has caused this Licence Agreement to be signed and delivered by its duly authorised representative on the date specified below

MANSAT	VIASAT IOM
Signed: 	Signed:
Name: IAN ANTHONY JARRITT	Name:
Title: DIRECTOR	Title:
Date: 11 July 2008	Date:

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SCHEDULE 1

MANSAT's Initial Bank Account Details

EXECUTION

EXHIBIT A
Sample Calculation

EXHIBIT B
Frequency Co-ordination Agreements

EXHIBIT E
LICENSE AGREEMENT BETWEEN
VIASAT (IOM) LIMITED AND MANSAT LIMITED
(REDACTED)

MANSAT LIMITED

and

VIASAT (IOM) LIMITED

**SECOND LICENCE AGREEMENT
FOR THE USE OF SPECIFIC KA BAND FREQUENCIES BY SPACECRAFT
LOCATED AT THE NOMINAL 115° WEST LONGITUDE POSITION IN THE
GEOSTATIONARY ORBIT**

EXECUTION

REDACTED FOR PUBLIC INSPECTION

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SCHEDULE 1

EXHIBIT A

EXHIBIT B

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THIS SECOND LICENCE AGREEMENT (hereinafter referred to as the “Second Licence Agreement” or “Agreement”) is entered into with effect as of the 14th day of July, 2008, by and between

- (1) MANSAT LIMITED (hereinafter referred to as “MANSAT”); and
- (2) ViaSat (IOM) Limited (hereinafter referred to as “VIASAT LIMITED”)

In this Agreement MANSAT and VIASAT LIMITED are individually called “a Party” and collectively “the Parties”.

RECITALS

- A. MANSAT is a private limited company incorporated in the Isle of Man with registered number 92219C having its registered office at Parkfield, Glencrutchery Road, Douglas, Isle of Man, IM2 5HY.
- B. VIASAT LIMITED is a private limited company incorporated in the Isle of Man with registered number 002580V having its registered office at 15-19 Athol Street, Douglas, IM1 1LB, Isle of Man.
- C. The Isle of Man Government has provided MANSAT with the exclusive rights, under authority of the Isle of Man Government, to licence geostationary satellite networks, including geostationary satellite networks using the 17.7-21.2 GHz and 27.5-31.0 GHz frequencies (the “Related Frequencies”) at or about the 115° W.L. orbital location under International Telecommunication Union (“ITU”) filings IOMSAT-11 and IOMSAT-11A (“115 WL Filings”) made by the Office of Communications of the United Kingdom (“OFCOM”) on behalf of the Isle of Man Government.
- D.
- E.
- F. ViaSat has entered into a satellite construction agreement with Loral for the construction of a Ka band satellite, to be implemented in accordance with the 115 WL Filings, and with a projected launch date in 2011 (the “115 WL Satellite”).
- G. MANSAT and IOM Licensing Holding Company Limited (“ViaSat IOM”), a private limited company incorporated in the Isle of Man and formed by ViaSat, have entered into a separate licence agreement dated on or around the date hereof (“First Term Licence”), under which the 115 WL Satellite and/or any replacement spacecraft thereof may operate for an initial term of fifteen (15) years.

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- H. ViaSat has formed VIASAT LIMITED to enter into this Second Licence Agreement with MANSAT, under which the 115 WL Satellite and/or any replacement spacecraft thereof may operate in the Orbital Position for contiguous subsequent fifteen (15) year periods from the end of the term of the First Term Licence, and ViaSat is planning for the possibility of VIASAT LIMITED becoming a wholly-owned subsidiary of another entity that ViaSat anticipates it will create to own and operate the 115 WL Satellite and possibly one or more replacement satellites thereof (“ViaSat Broadband”).
- I. ViaSat anticipates that ViaSat Broadband initially will be controlled and majority owned by ViaSat or one of its subsidiaries, but also will be owned by other persons.
- J. VIASAT LIMITED is fully informed regarding the ITU frequency co-ordination process and United Kingdom and Isle of Man regulatory processes and requirements.

In consideration of the foregoing, the covenants and obligations hereinafter set forth, and the mutual benefits to be derived hereunder, the Parties agree as follows:

SECTION ONE: DEFINITIONS

Capitalized terms not otherwise defined in this Second Licence Agreement shall have the following meanings:

“**Affiliate**” means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with, such entity.

“**Claim**” means any claims, demands, proceedings or actions (including any brought by a regulator).

“**Commencement of Commercial Satellite Operations**” means, for any given satellite located at or to be located at the Orbital Position pursuant to this Agreement,

“**Control**” has the meaning given to it in Section 840 of the Income and Corporation Taxes Act 1988.

“**Co-ordination**” means the regulatory process defined in Articles S.9 and S.11 and/or Resolution 46 (WRC-97) of the ITU Radio Regulations edition of 1998, or such new provisions as may be adopted by the ITU to revise/amend or replace these provisions from time to time.

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“**Co-ordination Agreements**” mean the technical and/or operational agreements contained in the summary records of bilateral intergovernmental meetings between the Isle of Man Government and/or the United Kingdom National Administration and/or other national administrations, or operator-level meetings that have been subsequently ratified by the national administrations of both the Isle of Man Government and the United Kingdom National Administration.

“**Data Subject**” has the meaning given in Section 27.2.

“**DPA**” means applicable data protection laws and the regulations governing the Personal Data (including, without limitation, the Directive of the European Parliament of the Council 95/46/EC, the Data Protection Act 1998 and the Isle of Man Data Protection Act 2002 (as amended or replaced from time to time) (or equivalent enabling national legislation in a relevant European Economic Area State).

“**Filed**” and/or “**Filing**” means for FSS satellite networks, the submission of forms of notice APS/V, VI and subsequently ApS4/II, III under the Provisions of Articles S.9 and S.11 of the ITU Radio Regulations edition of 1998, or such new provisions and forms as may be adopted by the ITU to replace these provisions and forms from time to time.

“**In Orbit Testing**” or “**IOT**” means

“**Intellectual Property Rights**” means:

(a) all copyright, design rights (whether registered or unregistered), database rights, patents, utility models, trademarks, trade names, domain names and topography rights and any other intellectual property having a similar nature or equivalent effect anywhere in the world; and

(b) applications for or registrations of any of the rights described in (a) above,

but excluding: (i) any rights granted by either Party to the other under this Second Licence Agreement or the Side Letters; and (ii) any rights related to the 115 WL Filings.

“**Isle of Man Government**” means the Government of the Isle of Man and any agency, department or other instrumentality of it.

“**ITU**” means the International Telecommunication Union.

“**Orbital Position**” means the nominal 115° west longitude location in the geostationary orbital arc where one or more geostationary telecommunication satellites may be stationed for operation.

“**Personal Data**” has the meaning given in the DPA.

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“**Region**” means any and all parts of ITU Region 2 outside of Canada.

“**Satellite**” means the 115 WL Satellite placed into or operated at the Orbital Position and/or any other spacecraft placed into or operated at the Orbital Position, in either case pursuant this Agreement and that uses any of the ViaSat Frequencies.

“**Side Letters**” has the meaning given in Section 21.1.

“**United Kingdom National Administration**” means the Office of Communications of the United Kingdom (“OFCOM”), or any successor agency or instrumentality.

“**ViaSat Frequencies**” means the Ka-band frequencies

SECTION TWO: LICENCE

For the Term of this Agreement and subject to the other terms hereof, MANSAT hereby grants to VIASAT LIMITED

SECTION THREE: TERM

3.1 The term of this Second Licence Agreement shall commence upon the date of the end of the term of the First Term Licence and extend for a period of fifteen (15) years after such date, subject to earlier termination in accordance with the terms and conditions hereof (“Term”). Notwithstanding the foregoing sentence, the Term of this Second Licence Agreement shall not commence unless either VIASAT LIMITED or ViaSat has delivered a written notice to MANSAT of the intention to operate a Satellite under this Second License Agreement (the “Commencement Notice”).

3.2

3.3 Except as provided in Section 3.2, the Term shall not be extended without the prior written consent of each Party.

3.4 Upon the valid termination or expiration of this Second Licence Agreement,

**SECTION FOUR:
LICENCE FEE**

4.1

4.2

4.2.1

4.2.2

4.3

4.4

4.5

**SECTION FIVE:
FREQUENCY CO-ORDINATION FEE**

5.1

5.1.1

5.1.2

**SECTION SIX:
PROVISION OF FILING AND CO-ORDINATION INFORMATION**

6.1

6.2

6.3

6.4

6.5

6.6

**SECTION SEVEN:
FREQUENCY CO-ORDINATION**

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**SECTION EIGHT:
BRINGING INTO USE, SERVICE DURATION AND
REPLACEMENT SATELLITES**

8.1 The Satellite may be placed into and operated at the Orbital Position subject to this Second Licence Agreement and may make use, for communications purposes, of any of the ViaSat Frequencies during the Term. MANSAT acknowledges and agrees that the Satellite's station-keeping may need to be centered at an offset from the Orbital Position in order to manage the risk of in-orbit collisions and otherwise comply with applicable law.

8.2 VIASAT LIMITED shall periodically or at the request of MANSAT update MANSAT on the status of procurement, launch and deployment of the Satellite.

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**SECTION NINE:
UK INSURANCE**

VIASAT LIMITED recognises the requirement of the British National Space Centre (“BNSC”) that insurance or alternative means (collectively, “Insurance”) be obtained to indemnify the governments of the United Kingdom and the Isle of Man against any claim made relative to the launch or in-orbit operations of a satellite launched into an Isle of Man or United Kingdom registered orbital position. VIASAT LIMITED shall comply with all authorization requirements that may be imposed by BNSC under the 1986 Outer Space Act or otherwise, including rules requiring such Insurance. VIASAT LIMITED undertakes to arrange such Insurance covering such matters on terms approved by MANSAT (such approval not to be unreasonably withheld or delayed).

**SECTION TEN:
BREACH AND TERMINATION**

10.1

10.2 MANSAT may, without prejudice to any rights or remedies that it might have against VIASAT LIMITED, by written notice to VIASAT LIMITED and ViaSat, forthwith terminate this Second Licence Agreement if:

10.2.1

10.2.2

10.2.3

10.2.4

10.3 VIASAT LIMITED and ViaSat together may, without prejudice to any rights or remedies that they may have against MANSAT, by written notice to MANSAT, forthwith terminate this Second Licence Agreement if:

10.3.1

10.3.2

10.3.1

10.4 Expiry of this Second Licence Agreement or its termination for whatever cause shall not release the Parties from any of their respective obligations which become effective or continue to be effective on or after the termination of this Second Licence Agreement under Sections 9 and/or 12 through 27 hereof, which shall survive the termination or expiry hereof.

10.5 Termination of this Second Licence Agreement for whatever cause or its expiry shall be without prejudice to the rights of the Parties in respect of any antecedent breaches or any other rights which may have arisen under this Second Licence Agreement and shall not relieve any Party from any existing obligation or liability which has arisen under this Second Licence Agreement.

10.6

**SECTION ELEVEN:
REPRESENTATIONS AND WARRANTIES**

11.1 VIASAT LIMITED represents and warrants that it is a corporation duly incorporated, existing and in good standing under the laws of the Isle of Man, and that it has all requisite corporate power and authority to enter into this Second Licence Agreement and to carry out its obligations hereunder in accordance with the terms hereof.

11.2 MANSAT represents and warrants that it is a company duly incorporated, existing and in good standing under the laws of the Isle of Man, and that it has all requisite corporate power and authority to enter into this Second Licence Agreement and to carry out its obligations hereunder in accordance with the terms hereof.

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11.3 VIASAT LIMITED represents and warrants that VIASAT LIMITED or one of its Affiliates has or will have the financial, marketing, and technical capability to operate the Satellite in the Orbital Position pursuant to this Second Licence Agreement. VIASAT LIMITED or one of its Affiliates has obtained or will obtain all necessary consents, licenses or other authorities required for the operation of the Satellite, whether in the Isle of Man or other jurisdiction.

11.4 VIASAT LIMITED represents and warrants that its actions under this Second Licence Agreement shall comply in all material respects with applicable laws and regulations of the Isle of Man, the United Kingdom National Administration and/or the ITU, in each case that are applicable to the 115 WL Filings. Without limiting the generality of the foregoing, VIASAT LIMITED shall take the steps outlined in this Section 11.4 so as to comply with all requirements of the United Kingdom National Administration applicable to the Satellite including the need to have the technical capability or a legally binding contractual commitment by which radiofrequency transmissions to and from the Satellite can be modified or ceased upon the request of Ofcom (the "Ofcom Regulations"). At least ninety (90) days before the Commencement of Commercial Satellite Operations under this Second Licence Agreement, VIASAT LIMITED shall have:

11.4.1 entered into all relevant written contractual commitments with its Affiliate that will own and operate the Satellite that are necessary in the reasonable view of MANSAT for VIASAT LIMITED to comply with the provisions of this Section 11.4 and the then-applicable Isle of Man, United Kingdom National Administration and/or ITU laws and regulations (including but not limited to the Ofcom Regulations) regarding the operation of the Satellite; and

11.4.2 provided a copy of each such written contractual commitment to MANSAT.

MANSAT shall cooperate with VIASAT LIMITED in all reasonable respects in order to facilitate VIASAT LIMITED's compliance with this Section 11.4.

11.5 VIASAT LIMITED and MANSAT each represents and warrants to the other that all corporate resolutions required to be taken, or authorisation by its duly appointed officers to execute this Second Licence Agreement and carry out the transactions contemplated hereby, have been duly and properly obtained.

11.6 MANSAT will not execute, enter into or in any way bind itself to any obligations or liabilities, contractual or otherwise that will affect or impair the ability of VIASAT LIMITED to perform its obligations or enjoy its rights hereunder other than as is required by applicable law or relevant authority; provided, however, that MANSAT shall provide VIASAT LIMITED with prompt written notice of any such requirement prior to taking any such action and shall cooperate with VIASAT LIMITED in taking any lawful action to contest or limit any such requirement to minimize the impact of the requirement on VIASAT LIMITED.

11.7 MANSAT represents and warrants that the Isle of Man Government has granted MANSAT a licence to, or has assigned to MANSAT the right to, use the 115 WL Filings on terms that permit MANSAT to sublicense such rights to VIASAT LIMITED in accordance with

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the terms of this Second Licence Agreement and on such other terms as may be agreed between the Parties from time to time (the “MANSAT Licence”).

11.8 MANSAT represents and warrants that the MANSAT Licence provides that in the event it is terminated whether by the effluxion of time or otherwise, then this Agreement shall be unaffected by such termination and the parties to the MANSAT Licence will cooperate in order to bestow upon VIASAT LIMITED the full benefit of the ViaSat Frequencies at the Orbital Position licensed hereunder. Upon the request of VIASAT LIMITED, MANSAT shall use best endeavours to obtain a letter, certificate, decree, or similar document from the Isle of Man Government to VIASAT LIMITED stating that VIASAT LIMITED’s rights and obligations under the Second Licence Agreement shall continue directly with the Isle of Man Government, uninterrupted and unaffected by any change, termination, cancellation, or withdrawal of the MANSAT Licence, and on the same terms as set forth herein.

11.9 MANSAT represents and warrants that Exhibit B contains a true and complete list of all Co-ordination Agreements that MANSAT, the Isle of Man and/or the United Kingdom have already made with other national administrations or other operators with respect to the ViaSat Frequencies, the 115 WL Filings and/or the Orbital Position.

11.10 MANSAT represents and warrants that a true, correct, and complete copy of each and every document, contract and agreement in the possession of or entered into by MANSAT with respect to the ViaSat Frequencies, the 115 WL Filings and/or the Orbital Position has been made available to VIASAT LIMITED, and each document, contract, and agreement is true, correct, and complete in all respects as of the date it is delivered.

11.11 MANSAT represents and warrants that it is not a “controlled foreign corporation” within the meaning of United States Internal Revenue Code Section 957 and is not engaged in a trade or business within the United States.

11.12 Throughout the Term, MANSAT shall use all reasonable endeavours to maintain its exclusive rights from the Isle of Man Government to licence geostationary satellite networks under authority of the Isle of Man Government that are currently contained within the MANSAT License.

SECTION TWELVE: GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Second Licence Agreement shall be subject to, governed by and construed in accordance with the laws of England.

12.2 The Parties hereto and ViaSat (as applicable) agree to attempt to settle any claim or controversy arising out of this Second Licence Agreement through consultation, cooperation and negotiation.

12.3 All arbitration awards hereunder shall be rendered and paid in United States Dollars.

12.4 The Parties agree that a Party who claims to be aggrieved by the improper use or disclosure of its proprietary information by the other Party may apply to any court of law or equity of competent jurisdiction for such interim or temporary order, injunction, or award as may be appropriate to protect its rights pending resolution of its claim.

12.5 Without prejudice to any other mode of service VIASAT LIMITED irrevocably appoints Law Debenture Corporate Services Limited (company number 3388362) registered in England with a registered address at Fifth Floor, 100 Wood Street, London, EC2V 7EX and MANSAT irrevocably appoints James Winston Stott of 13, Veronica Road, Balham, London SW17 8QL, as its respective agent in England for service of process relating to any proceedings in connection with this Second Licence Agreement, and each Party:

12.5.1 agrees that the failure of the process agent to notify them or any of them of the process will not invalidate the proceedings concerned provided that notice of service of process has in addition been served in accordance with Section 25; and

12.5.2 agrees that if the appointment of any person mentioned in this Section 12.5 ceases to be effective, it will immediately appoint a further person in England to accept service of process on its behalf in England and failing such appointment within 14 business days, MANSAT (in the case of failure by VIASAT LIMITED) or VIASAT LIMITED (in the case of failure by MANSAT) is entitled to appoint such person by giving notice to the other Parties hereto.

12.6 The provisions of Sections 10 and 12 are without prejudice to either Party's right to seek any form of injunctive relief from the courts where a Party deems it necessary to do so.

**SECTION THIRTEEN:
RELATIONSHIP OF VIASAT LIMITED AND MANSAT**

13.1 Neither MANSAT nor VIASAT LIMITED is, nor shall it be regarded as, an agent or representative of the other. MANSAT and VIASAT LIMITED are independent of each other and neither shall be regarded to have any vicarious liability for the other. VIASAT LIMITED's fiduciary duties are to its own shareholders only. In addition, neither this Second Licence Agreement, nor any terms and conditions contained in this Second Licence Agreement, may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture or a franchise between MANSAT and VIASAT LIMITED. Neither MANSAT nor VIASAT LIMITED may bind the other in contracts with third parties or make promises or representations on behalf of the other Party without a signed written consent from the other Party, and employees and agents of one Party are not for any purpose employees or agents of the other.

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13.2 Except as provided in Section 2, nothing in this Agreement shall be deemed to create an exclusive relationship between MANSAT and VIASAT LIMITED. Subject to the limitations of Section 11.6, each Party shall have the right to deal with third parties regarding relationships and transactions similar to those contemplated in this Agreement; provided, however, that neither VIASAT LIMITED nor ViaSat (nor any Affiliate of either of them) shall make any applications for orbital positions through or conduct negotiations with the Isle of Man Government without MANSAT's prior written consent as long as MANSAT's exclusive rights from the Isle of Man Government to licence geostationary satellite networks under authority of the Isle of Man Government (as currently provided in the MANSAT Licence) remain in effect.

13.3 The Parties will confer from time to time on the development of a deployment schedule specifying target dates for putting the Satellite into the Orbital Position, and other dates relating to regulatory procedures regarding use of the 115 WL Filings.

13.4 Upon the request of VIASAT LIMITED, MANSAT shall provide to VIASAT LIMITED in a prompt and timely manner such information or documentation as may reasonably be necessary to allow VIASAT LIMITED and each Affiliate of VIASAT LIMITED to comply with any obligations to which it is subject under applicable law.

13.5 In no event shall VIASAT LIMITED have any liability or obligation to MANSAT to operate under the 115 WL Filings, or to make payments under Section 4.1 or 4.2, should the Satellite not be operated at the Orbital Position under this Second Licence Agreement.

SECTION FOURTEEN: INDEMNIFICATION AND LIABILITY

14.1 Subject to Section 14.3, MANSAT shall indemnify and hold harmless VIASAT LIMITED and its Affiliates, and their respective officers, directors, employees and shareholders harmless from and against:

14.1.1

14.1.2

14.1.3

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14.2 Subject to Section 14.3, VIASAT LIMITED shall defend, indemnify and hold harmless MANSAT and its officers, directors, employees and shareholders from and against:

14.2.1

14.2.2

14.2.3

14.3

14.3.1

14.3.2

14.3.3

SECTION FIFTEEN: OBLIGATIONS OF THIRD PARTIES

15.1 To the extent that co-operation of any person or entity not a party to this Second Licence Agreement is required in the performance by any Party of its obligations under this Second Licence Agreement or any related contract or agreement, the Parties agree that they will make best endeavours to obtain the binding agreement of such third party to cooperate as required to enable the full performance of this Second Licence Agreement.

15.2 Each Party will do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Second Licence Agreement.

15.3

Notwithstanding the foregoing, and subject to Sections 3.1, 10.1, and 10.2, MANSAT and VIASAT LIMITED will be entitled to vary, terminate or rescind this Agreement by a written agreement between the two of them without reference to, or the consent of, any third party; provided however, that the consent of ViaSat shall be obtained prior to any variation, termination or rescission to which VIASAT LIMITED may consent.

**SECTION SIXTEEN:
CONFIDENTIALITY**

This Second Licence Agreement, each agreement or document referred to herein and all the information disclosed by any Party or its Affiliates to the other Party in connection with the negotiation, execution or operation of this Second Licence Agreement shall be deemed confidential and proprietary, and subject to that Non-Disclosure Agreement between the MANSAT and ViaSat dated as of March 26, 2008, the terms of which are incorporated herein by reference and made a part hereof. No Party shall disclose any portion of this Second Licence Agreement, any details of this Second Licence Agreement, or make any announcement, statement or release regarding the existence of this Second Licence Agreement, or make any disclosure of information received in connection with the negotiation, execution or operation of the Second Licence Agreement without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed) or save where such disclosure may be required by applicable law.

**SECTION SEVENTEEN:
AMENDMENTS**

Any amendment or modification to this Second Licence Agreement shall only be effective if in writing and signed by the Parties. Prior to the effectiveness of any such amendment or modification, the original terms and conditions of this Second Licence Agreement shall remain in full force and shall only be superseded after the signature of the amendment or modification by each Party and then only to the extent specifically provided in such amendment or modification.

**SECTION EIGHTEEN:
WAIVER AND RELIEF**

18.1 The waiver by a Party of a breach of any provision of this Second Licence Agreement shall not operate or be construed as a waiver of any other or any subsequent breach of the same or any other term. To be enforceable, a waiver must be in writing signed by an authorized representative of the waiving Party.

18.2 The rights and remedies provided by this Second Licence Agreement are cumulative and are not exclusive of any rights or remedies provided by applicable law.

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SECTION NINETEEN: INVALIDITY AND COUNTERPARTS

19.1 If any provision of this Second Licence Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired, and the Parties shall use best endeavours to negotiate a replacement provision that provides, to the maximum extent possible, the benefits provided under this Second Licence Agreement.

19.2 This Second Licence Agreement may be signed in one or more counterparts that together shall constitute one and the same agreement.

SECTION TWENTY: EXPENSES

Except as otherwise specifically provided in this Second Licence Agreement, each Party shall pay its own expenses including, without limitation, attorney's fees in connection with the drafting, negotiation, execution, and performance of this Second Licence Agreement.

SECTION TWENTY-ONE: ENTIRE AGREEMENT

21.1

21.2 Each Party acknowledges that in entering into this Second Licence Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Second Licence Agreement or the Side Letters) and waives all rights and remedies which, but for this Section 21.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. Each party acknowledges that its legal advisers have explained to it the effect of this Section 21.2.

SECTION TWENTY-TWO: FORCE MAJEURE

22.1 Any failure or delay in the performance by VIASAT LIMITED of its obligations under this Second Licence Agreement shall not be a breach of this Second Licence Agreement if such failure or delay results from any act or any other circumstance reasonably beyond the control of

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VIASAT LIMITED, including, without limitation, weather, acts or omissions of the Isle of Man Government, the ITU, any regulatory authority, MANSAT or any third person not affiliated with VIASAT LIMITED, any manufacturer of satellites, provider of launch services, acts of God, fire flood, war, acts of terrorism, riot, civil commotion or governmental action (acting in a sovereign capacity).

22.2 Any failure or delay in the performance by MANSAT of its obligations under this Second Licence Agreement shall not be a breach of this Second Licence Agreement if such failure or delay results from any act or any other circumstance reasonably beyond the control of MANSAT, including, without limitation, weather, acts or omissions of the Isle of Man Government, the ITU, any regulatory authority, VIASAT LIMITED or any third person not affiliated with MANSAT, any manufacturer of satellites, provider of launch services, acts of God, fire flood, war, acts of terrorism, riot, civil commotion or governmental action (acting in a sovereign capacity).

SECTION TWENTY-THREE: NON ASSIGNMENT

Neither VIASAT LIMITED nor MANSAT may assign, novate or transfer or create any trust, or purport to assign, transfer or create any trust, in respect of any of its rights or obligations relating to this Second Licence Agreement without the written consent of the other and of ViaSat, which consent shall not be unreasonably withheld or delayed by either Party; provided, however, that: either VIASAT LIMITED or MANSAT may without the other Party's consent: (i) assign or novate this Second Licence Agreement to one of its Affiliates, or (in the case of VIASAT LIMITED only) one of ViaSat's Affiliates; (ii) assign or novate this Second Licence Agreement in connection with the sale of all or substantially all of VIASAT LIMITED's or MANSAT's assets to a third party purchaser; (iii) assign its rights under this Second Licence Agreement as security; and (iv) otherwise grant security interests in VIASAT LIMITED's or MANSAT's rights hereunder to lenders that provide financing to ViaSat, VIASAT LIMITED and/or any of their respective Affiliates or to MANSAT and/or any of its Affiliates. VIASAT LIMITED and MANSAT agree to evidence their consent to any such permitted assignment, novation or security interest in a form reasonably requested by the other Party, ViaSat, or the beneficiary of any such permitted assignment, novation or security interest.

SECTION TWENTY-FOUR: OFFSET CREDITS AND TAXES

MANSAT agrees to use its best endeavours to work with and on behalf of VIASAT LIMITED to obtain approval from the Isle of Man and/or United Kingdom governments for VIASAT LIMITED's receipt of the maximum permissible offset credits for the activities and expenditures contemplated in this Second Licence Agreement. The Parties shall cooperate in all reasonable respects in seeking appropriate exemptions from tax withholding obligations, but in any event shall deduct and withhold all amounts required to be deducted and withheld under applicable law.

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SECTION TWENTY-FIVE: NOTICES

Any notice required or permitted to be given under this Second Licence Agreement shall be in writing. Such notice may be hand-delivered, sent by registered mail, or sent by confirmed facsimile (provided that the original is hand delivered or sent by registered mail) to the address/facsimile number below or other address as may be notified by one Party to the other (or ViaSat, as applicable) in writing:

VIASAT LIMITED AND VIASAT

Attention: General Counsel
6155 El Camino Real
Carlsbad, California 92009
USA
Fax: 1 760 929 3926

With a copy to:
Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004-1304
USA
Attn: John P. Janka
Fax: 1 202 637 2201

MANSAT

Attention: The Chairman
4 Athol Street
Isle of Man
IM1 1LB

With a copy to:

Andrew Corlett
Cains
15-19 Athol Street
Douglas
Isle of Man
IM1 1LB
Fax: +44 (0) 1624 638333

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SECTION TWENTY-SIX: INTELLECTUAL PROPERTY

26.1 All Intellectual Property Rights owned by the MANSAT prior to the date of this Second Licence Agreement or created by MANSAT as a result of MANSAT's performance of its obligations under this Second Licence Agreement ("MANSAT IPR") shall remain the property of MANSAT and nothing in this Second Licence Agreement shall confer to VIASAT LIMITED any rights in MANSAT IPR. VIASAT LIMITED hereby undertakes not to attempt to register any MANSAT IPR without the prior written consent of MANSAT.

26.2 All Intellectual Property Rights owned by the VIASAT LIMITED prior to the date of this Second Licence Agreement or created by VIASAT LIMITED as a result of VIASAT LIMITED's performance of its obligations under this Second Licence Agreement ("VIASAT IPR") shall remain the property of VIASAT LIMITED and nothing in this Second Licence Agreement shall confer to MANSAT any rights in VIASAT IPR. MANSAT hereby undertakes not to attempt to register any VIASAT IPR without the prior written consent of VIASAT LIMITED.

SECTION TWENTY-SEVEN: DATA PROTECTION

27.1 In respect of any processing of Personal Data in relation to this Second Licence Agreement:

27.1.1 for MANSAT Personal Data, MANSAT will be the data controller and VIASAT LIMITED will be the data processor (as data controller and data processor are defined in the DPA); and

27.1.2 for VIASAT LIMITED Personal Data, VIASAT LIMITED will be the data controller and MANSAT will be the data processor.

27.2 Where a Party processes the other Party's Personal Data in relation to this Second Licence Agreement, the Party will:

27.2.1 process the Personal Data strictly in accordance with the terms of this Second Licence Agreement and the other Party's written instructions from time to time;

27.2.2 not disclose the Personal Data to any third party or use the Personal Data for any purpose, other than as authorised pursuant to this Second Licence Agreement or otherwise approved in writing by the other Party;

27.2.3 promptly assist the other Party with any subject access requests which may be received from individuals to whom the Personal Data relates ("**Data Subjects**");

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27.2.4 promptly carry out a request from the other Party to amend, transfer or delete any of the Personal Data necessary to allow the other Party to comply with its responsibilities as data controller; and


27.2.5 not transfer any Personal Data outside the Isle of Man or the European Economic Area unless authorised in writing to do so by the other Party and, if authorised, ensure that the transfer is made in accordance with any reasonable instructions from the other Party and take any further steps necessary to ensure that the transfer is in accordance with the DPA.

27.3 Each Party will take adequate technical and organisational measures against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, the other Party's Personal Data.

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Signature Page

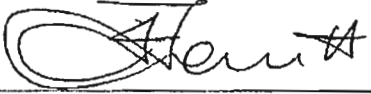

IN WITNESS WHEREOF, each Party has caused this Second Licence Agreement to be signed and delivered by its duly authorised representative on the date specified below.

MANSAT	VIASAT LIMITED
Signed: _____	Signed:  _____
Name: _____	Name: <u>Keven Lippert</u> _____
Title: _____	Title: <u>Vice President</u> _____
Date: _____	Date: <u>July 14, 2008</u> _____

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Signature Page

IN WITNESS WHEREOF, each Party has caused this Second Licence Agreement to be signed and delivered by its duly authorised representative on the date specified below.

MANSAT	VIASAT LIMITED
Signed: 	Signed:
Name: IAN ANTHONY JARRITT	Name:
Title: DIRECTOR	Title:
Date: 14th July 2008 	Date:

SCHEDULE 1

MANSAT's Initial Bank Account Details

EXHIBIT A
Sample Calculation

EXHIBIT B
Frequency Co-ordination Agreements

EXHIBIT F
COMPLIANCE AGREEMENT

COMPLIANCE AGREEMENT

THIS COMPLIANCE AGREEMENT (this "Agreement") is made and entered into this 12th day of October, 2008, by and between ViaSat, Inc., a Delaware corporation ("ViaSat"), and IOM Licensing Holding Company Limited, a private limited company incorporated in the Isle of Man ("ViaSat IOM"). ViaSat and ViaSat IOM are hereinafter referred to jointly as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, ViaSat IOM and ManSat Limited ("ManSat") have entered into that certain Licence Agreement for the Use of Specific Ka Band Frequencies by Spacecraft Located at the Nominal 115° West Longitude Position in the Geostationary Orbit, dated July 14, 2008 (the "License Agreement").

WHEREAS, ViaSat IOM is a wholly-owned subsidiary of ViaSat.

WHEREAS the License Agreement provides ViaSat IOM certain rights to operate Ka band spacecraft at the nominal 115° W.L. orbital location, under authority of the Isle of Man, and subject to the requirements of the United Kingdom's Office of Communications ("Ofcom").

WHEREAS, ViaSat has signed a satellite construction agreement with Space Systems/Loral for a spacecraft that ViaSat intends to implement and operate under the License Agreement.

WHEREAS, Section 11.4 of the License Agreement requires that ViaSat IOM enter into this type of an agreement with any entity who will operate a spacecraft under the License Agreement.

NOW, THEREFORE, in consideration of the foregoing, the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows.

1. To the fullest extent ViaSat would be required to do so if it were directly subject to Ofcom's jurisdiction with respect to the ownership and operation of the Satellite, ViaSat shall abide by any directions issued by Ofcom to ManSat, and communicated to ViaSat through ViaSat IOM, that require radiofrequency transmissions to and from the Satellite to be modified or ceased in order to comply with Ofcom's rules, regulations and policies. "Satellite" means any spacecraft in geostationary orbit, located at the nominal 115° W.L. orbital location, and operated under the License Agreement on the Ka band radiofrequencies specified therein.
2. This Agreement shall terminate upon the earlier to occur of: (i) the end of the term of the License Agreement, or (ii) such time as ViaSat may determine not to own and operate the Satellite.
3. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either Party without the prior written consent of the other Party; provided, however, that: (i) either Party may without the other Party's consent assign this Agreement in connection with the sale of all or substantially all of its assets, and (ii) ViaSat may assign this Agreement in

connection with the sale of the Satellite. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

4. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

5. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to the conflict of law principles that would result in the application of any law other than the law of the State of California.

7. Neither Party shall be in breach of its obligations hereunder to the extent such Party is wholly or partially prevented from performing its obligations hereunder by reason of any cause beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, strike or labor disruption, rebellion, insurrection, quarantine, act of God, boycott, embargo, shortage or unavailability of supplies, riot, actions or inactions of third parties, or governmental law, regulation or edict.

8. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE OR DIMINUTION IN VALUE) RESULTING OR ARISING FROM THIS AGREEMENT, ANY PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER DAMAGES OR OTHER RELIEF ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY

9. All notices and other communications hereunder between the Parties shall be in writing and shall be deemed to have been duly given: (i) when delivered in person, (ii) five days after posting in the United States mail having been sent registered or certified mail return receipt requested, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by telecopy and promptly confirmed by a notice delivered as aforesaid; in each case, with postage prepaid, and addressed as follows:

if to ViaSat:

ViaSat Inc.
Attention: General Counsel
6155 El Camino Real
Carlsbad, California 92009
USA
Fax: 1 760 929 3926

if to ViaSat IOM:

IOM Licensing Holding Company Limited
Attention: General Counsel
6155 El Camino Real
Carlsbad, California 92009
USA
Fax: 1 760 929 3926

10. Except as otherwise provided in this Agreement, any failure of either Party to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11. This Agreement may be amended, modified and supplemented only by written agreement of the Parties hereto. This Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement.

12. If any provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. The Parties shall use reasonable efforts to settle all disputes by mutual agreement. Prior to the institution of any arbitration claims, the Parties shall use reasonable efforts to settle all disputes arising out of or in connection with the interpretation, performance, and non performance by either Party of its obligations under this Agreement. If a dispute is not settled within thirty (30) days after notification by one Party to the other that a dispute exists, the dispute shall be referred to and finally resolved by arbitration as provided by this Section 13:

A. The Arbitration shall be administered by the American Arbitration Association (the "AAA"), in accordance with the AAA Arbitration Rules as modified by the Agreement. The cost of arbitration, including the fees and expenses of the arbitrator or arbitrators, shall be shared equally by the Parties unless the award otherwise provides. Each Party shall bear its own attorneys' fees and costs associated with the arbitration. The arbitration award shall be final and binding upon the Parties, not subject to appeal to the extent that said waiver may be validly made, and carried out with out delay by them. Judgment on the award may be entered in any court of competent jurisdiction. The arbitration shall take place in San Diego, California and be conducted in the English language. The arbitrations shall determine the matters in dispute in accordance with the laws of California.

B. Disputes shall be administered by a panel of three (3) arbitrators, once of whom shall be selected by each of the Parties and the third of whom shall be selected jointly by the first two arbitrators. All arbitrators shall: (a) have no relationship to either of the Parties; and (b) be practicing attorneys or judges with the experience in international commercial agreements or communications matters. The arbitral panel shall permit the Parties to conduct discovery of each


other's books, records and witnesses, including the taking of deposition and the answering of interrogatories.

C. Notwithstanding the foregoing, a Party may obtain preliminary or temporary injunctive relief, including specific performance, at any time from a court of competent jurisdiction where irreparable harm to that Party is threatened by another Party's acts or omissions; provided, however, that requests for permanent injunctive relief shall be arbitrated pursuant to the process set forth above.


14. The covenants contained herein shall survive the termination or expiration of this Agreement to the full extent necessary to protect the Party in whose favor they run. Sections 3 through 14 shall survive the termination or expiration of this Agreement for any reason.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

VIASAT, INC.

By: 
Name: Paul Costar
Title: Associate General Counsel

**IOM LICENSING HOLDING COMPANY
LIMITED**

By: 
Name: Keven Lippert
Title: Director