



**REVISED**

October 30, 2017

Austin Derbique  
571 Boulevard  
Logan, UT 84321  
(858) 207-8920

Dear Austin,

ViaSat is pleased to offer you a position as a Member of Technical Staff at a bi-weekly salary of \$3,461.54 or \$90,000.04 annually, with a start date of February 5, 2018. Your hours in this position may fluctuate, and your bi-weekly salary will compensate you for all hours worked during the pay period. This salary is based on your representation that, by the time you begin work at ViaSat, Inc., you will have earned a Bachelor of Science Degree in Computer Science. ViaSat reserves the right to revoke, modify, or defer this offer of employment if you have not earned your Bachelor of Science Degree in Computer Science by the time you are scheduled to begin work with ViaSat.

ViaSat will pay you a signing bonus of \$3,000.00 less applicable taxes and other withholdings, within 30 days after your start date. If you voluntarily end your employment for any reason within 24 months of your start date, you will be required to repay to ViaSat the benefits received. Any repayment will be subject to the following repayment schedule and will be due in full immediately upon the end of your employment.

Repayment Obligation Schedule	
Duration of Employment	Repayment Percentage
within First 12 Months of Employment	100% of benefit received
Within Months 13 – 24 of Employment	50% of benefit received
After 24 Months of Employment	0% of benefit received

You will also receive a relocation bonus of \$2,000.00 (net) with your first paycheck at ViaSat. One half of the relocation bonus will be forgiven on each of your next two anniversaries of your start date with ViaSat. If you voluntarily terminate employment before your first anniversary date, the full relocation bonus will be due to ViaSat, Inc. at the time of termination. If you voluntarily terminate employment on or after your first anniversary date but before your second anniversary date, half of your relocation bonus will be due to ViaSat, Inc. at the time of termination. This amount will be included in your taxable income at that time and taxes will be withheld as required by federal and state regulations.

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You will also be entitled to receive a grant of 125 restricted stock units ("Equity Grant") under the ViaSat, Inc. 1996 Equity Participation Plan. Your Equity Grant is subject to approval by ViaSat's Board of Directors. The date of your Equity Grant will be the date on which your Equity Grant is approved by the ViaSat Board of Directors (the ViaSat Board of Directors generally only approves equity grants four times per year on a quarterly basis). The vesting of your Equity Grant will be over a four year period beginning on the date of your Equity Grant with twenty five percent (25%) of the Equity Grant vesting annually over a four (4) year period.

This position includes up to ten percent (10%) domestic travel.

In addition, ViaSat provides a fringe benefit package including the following:

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|----------------------------------|---|
| - Medical/Dental/Vision Benefits | Effective on start date   |
| - Flexible Benefits Plan         | Effective on start date   |
| - Life Insurance Coverage        | ViaSat will provide a life insurance policy for you in the<br>Amount of three times your annual salary  |
| - Long Term Disability Ins.      | Coverage effective on start date  |
| - Employee Stock Purchase        | Employees will be eligible to participate upon hire, as long as<br>they are able to enroll a minimum of five calendar days prior to<br>the first day of an offering. (offering dates are January 1 and<br>July 1) |
| - 401(k) Plan                    | Immediately eligible to participate in 401(k)<br>Contributions will start when administratively feasible  |
| - Tuition Reimbursement Program  | Effective on start date   |

Employee understands and agrees that their employment at ViaSat is at-will, which means that either the Employee or ViaSat can terminate the employment relationship at any time, with or without cause and with or without prior notice. Employee understands and agrees that this at-will relationship may not be modified by any oral or implied agreement and that it may only be changed by an individual written employment agreement for a specific term signed by the Employee and the Vice President of Human Resources.

We are very enthusiastic about your joining ViaSat and look forward to having you as a member of our team. We think you will find ViaSat a tremendous growth opportunity as well as a great place to work.

*AD*  
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This offer with ViaSat is contingent upon successful completion and maintenance of the following:

- Completion of Employment Application
- Pre-employment security background investigation
- Any educational requirements

This offer of employment is valid through November 3, 2017. Upon acceptance of this offer, please fax both pages of the signed offer letter to the Talent Acquisition Department confidential facsimile machine at (760) 476-4997 or scan a signed copy to your recruiter at [Kodi.Bobier@viasat.com](mailto:Kodi.Bobier@viasat.com). If you have any questions, please contact Kodi Bobier at (512) 641-7232.

Sincerely,



Melinda Del Toro  
VP, Human Resources



Austin Derbique

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ACCEPTANCE SIGNATURE