UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended April 2, 2010

or

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission file number (0-21767)

VIASAT, INC.
(Exact name of registrant as specified in its charter)

Delaware	**33-0174996**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

6155 El Camino Real, Carlsbad
California 92009
(760) 476-2200
(Address, including zip code, and telephone number, including area code, of principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, par value $0.0001 per share	**The NASDAQ Stock Market LLC**
(Title of Each Class)	*(Name of Each Exchange on which Registered)*

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933. ☑ Yes o No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. o Yes ☑ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☑ Yes o No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). o Yes o No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). o Yes ☑ No

The aggregate market value of the common stock held by non-affiliates of the registrant as of October 2, 2009 was approximately $788,872,693 (based on the closing price on that date for shares of the registrant's common stock as reported by the Nasdaq Global Select Market).

The number of shares outstanding of the registrant's common stock, $.0001 par value, as of May 21, 2010 was 39,889,501.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A in connection with its 2010 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K where indicated. Such Proxy Statement will be filed with the Securities and Exchange Commission not later than 120 days after the registrant's fiscal year ended April 2, 2010.

VIASAT, INC.

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PART I

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K, including "Management's Discussion and Analysis of Financial Condition and Results of Operations," contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933 and the Securities Exchange Act of 1934. These statements are based on current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. We use words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "goal," "intend," "may," "plan," "project," "seek," "should," "target," "will," "would," variations of such words and similar expressions to identify forward-looking statements. In addition, statements that refer to projections of earnings, revenue, costs or other financial items; anticipated growth and trends in our business or key markets; future growth and revenues from our products; future economic conditions and performance; anticipated performance of products or services; plans, objectives and strategies for future operations; and other characterizations of future events or circumstances, are forward-looking statements. Readers are cautioned that these forward-looking statements are only predictions and are subject to risks, uncertainties and assumptions that are difficult to predict, including those identified under the heading "Risk Factors" in Item 1A, elsewhere in this report and our other filings with the Securities and Exchange Commission (SEC). Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason.

ITEM 1. BUSINESS

Corporate Information

We were incorporated in California in 1986 under the name ViaSat, Inc., and subsequently reincorporated in Delaware in 1996. The mailing address of our worldwide headquarters is 6155 El Camino Real, Carlsbad, California 92009, and our telephone number at that location is (760) 476-2200. Our website address is www.viasat.com. The information on our website does not constitute part of this report.

Company Overview

We are a leading provider of advanced satellite and wireless communications and secure networking systems, products and services. We have leveraged our success developing complex satellite communication systems and equipment for the U.S. government and select commercial customers to develop end-to-end satellite network solutions for a wide array of applications and customers. Our product and systems offerings are often linked through common underlying technologies, customer applications and market relationships. We believe that our portfolio of products, combined with our ability to effectively cross-deploy technologies between government and commercial segments and across different geographic markets, provides us with a strong foundation to sustain and enhance our leadership in advanced communications and networking technologies. Our customers, including the U.S. government, leading aerospace and defense prime contractors, network integrators and communications service providers, rely on our solutions to meet their complex communications and networking requirements. In addition, following our recent acquisition of WildBlue Holding, Inc. (WildBlue), we are a leading wholesale and retail provider of satellite broadband internet services in the United States.

ViaSat operates in three segments: government systems, commercial networks and satellite services. Financial information regarding our reporting segments and the geographic areas in which we operate is included in the consolidated financial statements and notes thereto.

Recent Transactions

On December 15, 2009, we consummated our acquisition of WildBlue, a leading Ka-band satellite broadband internet service provider. In connection with the acquisition, we paid approximately $442.7 million in cash and issued approximately 4.29 million shares of ViaSat common stock to WildBlue equity and debt holders (the WildBlue Investors). ViaSat retained approximately $64.7 million of WildBlue's cash on hand. To finance in part the cash payment made to the WildBlue Investors, in October 2009 we issued $275.0 million in aggregate principal amount of 8.875% Senior Notes due 2016 (the Notes) and, in December 2009, we borrowed $140.0 million under our revolving credit facility (the Credit Facility). During fiscal year 2010, we increased the amount of our revolving line of credit under the Credit Facility from $85.0 million to $275.0 million.

On March 31, 2010, we and certain WildBlue Investors completed the sale of an aggregate of 6,900,000 shares of ViaSat common stock in an underwritten public offering, 3,173,962 of which were sold by us and 3,726,038 of which were sold by such WildBlue Investors. Our net proceeds from the offering were approximately $100.5 million. The shares sold by such WildBlue Investors in the offering constituted shares of our common stock issued to such WildBlue Investors in connection with our acquisition of WildBlue. We expect to use the net proceeds from the offering for general corporate purposes, which may include working capital, capital expenditures, financing costs related to the purchase, launch and operation of our new high-capacity Ka-band spot-beam satellite, ViaSat-1, or any future satellite, or other potential acquisitions. On April 1, 2010, we used $80.0 million of the net proceeds to repay outstanding borrowings under the Credit Facility.

Government Systems

Our government systems segment develops and produces network-centric internet protocol (IP)-based secure government communications systems, products and solutions, which are designed to enable the collection and dissemination of secure real-time digital information between command centers, communications nodes and air defense systems. Customers of our government systems segment include tactical armed forces, public safety first-responders and remote government employees.

We believe our strong track record of developing complex, secure, high-capacity wireless and satellite networking communications technologies for both government and commercial customers, combined with our ability to integrate and leverage technologies developed across our various business segments, provides us with significant opportunities for continued growth in this segment. The U.S. military's increasing emphasis on "network-centric" highly mobile warfare over geographically dispersed areas requires the development and deployment of secure, IP-based communications networks and products capable of supporting real-time dissemination of data using multiple transmission media. Satellite-based systems are increasingly seen as the most reliable method of connecting rapidly moving forces who may out-run the range of terrestrial radio links. In addition, we anticipate that government demand for bandwidth will continue to grow in order to support this increased use of IP-based network-centric applications at all organizational levels. We also expect that over the next five to ten years many of the previous generation of the U.S. Department of Defense's (DoD's) defense communications satellite networks will expire or become obsolete, and new programs are underway or in planning to define, develop, procure and deploy replacement systems. We believe these new programs present greater opportunities for bidding on new contracts than we have seen historically. We also believe the government's demand for bandwidth will provide additional opportunities for us. Our existing and evolving portfolio of systems, products and solutions is well-positioned to take advantage of these significant and pervasive trends, and accordingly we believe that these trends will continue to drive growth opportunities for our government systems segment over the next several years.

The primary products and services of our government systems segment include:

- *Tactical Data Links*. We develop and produce advanced tactical radio and information distribution systems that enable real-time collection and dissemination of video and data using secure, jam-resistant transmission links from manned aircraft, unmanned aerial vehicles (UAVs), ground mobile vehicles and other remote platforms to networked communication and command centers. Key products in this category include: our Multifunctional Information Distribution System (MIDS) terminals for military fighter jets and their successor, MIDS Joint Tactical Radio System (MIDS-J) terminals, which was approved for low-rate initial production in 2010, "disposable" weapon data links; portable small tactical terminals; and our EnerLinks™ digital video data links for intelligence, surveillance and reconnaissance from UAVs and ground systems.

- *Information Assurance*. Our information security and assurance products provide advanced, high-speed IP-based "Type 1" and High Assurance Internet Protocol Encryption (HAIPE®)-compliant encryption solutions that enable military and government users to communicate information securely over networks, and that secure data stored on computers and storage devices. Our encryption modules use a programmable, high-assurance architecture that can be easily upgraded in the field or integrated into existing communication networks, and are available both on a stand-alone basis and as embedded modules within our tactical radio, information distribution and other satellite communication systems and products.

- *Government Satellite Communication Systems*. Our government satellite communication systems offer an array of portable and fixed broadband modems, terminals, network access control systems and antenna systems using a range of satellite frequency bands. Our systems and products are designed to support high-capacity broadband data links, to increase available bandwidth using existing satellite capacity, and to withstand certain catastrophic events. Our range of broadband modems, terminals and systems support high-speed broadband and multimedia transmissions over point-to-point, mesh and hub-and-spoke satellite networking systems, and include products designed for manpacks, aircraft, seagoing vessels, ground mobile vehicles and fixed applications.

Commercial Networks

Our commercial networks segment develops and produces a variety of advanced end-to-end satellite communication systems and ground networking equipment and products that address five key market segments: consumer, enterprise, in-flight, maritime and ground mobile applications. These communication systems, networking equipment and products are generally developed through a combination of customer and discretionary internal research and development funding.

Our networking equipment and products include radio frequency gateways, network infrastructure and end-user equipment and terminals. With expertise in commercial satellite network engineering, gateway construction and remote terminal manufacturing for various types of interactive communication services, combined with our advanced satellite technology and systems integration experience, we have the ability to design, build, initially operate and then hand, over on a turnkey basis, fully operational, customized satellite communication systems capable of serving a variety of markets and applications. In addition, the strength of our core government systems business provides us with an effective platform to continue to design and develop new equipment and products, as we adapt and customize communication systems and products designed for the government systems segment to commercial use and vice versa.

We believe growth of the commercial satellite market will continue to be driven in coming years by a number of factors, including: (1) the continued growth in worldwide demand for communications services and, in particular, the rise in both consumer and enterprise demand for broadband internet access, (2) the improving cost-effectiveness of satellite communications for many uses, and (3) recent technological advancements that broaden applications for and increase the capacity and efficiency of satellite-based networks. As satellite communications equipment becomes less expensive and new capabilities emerge in satellite communications technology, we believe that the market for satellite communications will offer additional growth opportunities, as service providers seek to rapidly and cost-efficiently deploy broadband communications services across wide geographic areas, both in suburban and rural areas in the developed world and in developing countries where the deployment of terrestrial high-capacity solutions such as fiber-optic cable is neither cost-effective nor practicable. Satellite communications also provide cost-effective augmentation capability for existing terrestrial networks or broadband service providers to address network congestion caused by the continued exponential increase in the volume of multimedia content accessed via the internet.

Our satellite communication systems, ground networking equipment and products cater to a wide range of domestic and international commercial customers and include:

- *Consumer Broadband*. We are a leading network technology supplier for the consumer satellite market. Our SurfBeam® network systems and modems enable satellite broadband access for residential or home office customers. In addition, we recently designed and developed next-generation satellite network infrastructure and ground terminals to access Ka-band broadband on high-capacity satellites, including ViaSat-1, which is planned for launch in spring 2011 to serve the United States and Canada; KA-SAT, Eutelsat's new high-capacity Ka-band satellite, which is scheduled for launch in late 2010 and which would serve Europe and parts of the Middle East and Africa; and Yahsat, a high capacity satellite expected to launch in the second half of 2011 and which would serve the Middle East and part of Africa. We anticipate growing demand for Ka-band network infrastructure and ground terminals driven by additional high-capacity Ka-band satellites in other geographies around the world.

- *Antenna Systems*. We develop, design, produce, test and install turnkey ground terminals and antennas for terrestrial and satellite applications, specializing in geo-special imagery, mobile satellite communication, Ka-band gateways, and other multi-band antennas.

- *Enterprise VSAT Networks and Products*. Our enterprise Very Small Aperture Terminal (VSAT) networks and products comprise VSAT satellite systems and products designed to provide enterprises with broadband access to the internet or private networks in order to support retail point-of-sale, voice-over-IP, distance learning and other web-centric or network applications. We also offer enterprise customers related products and services to address bandwidth constraints, latency and other issues, such as our AcceleNet® WAN optimization product, which enables enterprise customers to optimize "cloud computing" services and other applications delivered over WANs. In developing countries, we also supply our enterprise VSAT networks and products to carriers to provide cellular backhaul and telephony services in under-served areas.

- *Mobile Broadband Satellite Communication Systems*. Our ArcLight® Ku-band mobile satellite systems and related products provide high-speed, cost-efficient broadband access while on the move via small transceivers, and are designed for use in aircraft, seagoing vessels and high-speed trains. We also sell our ArcLight mobile satellite systems to government customers as part of our government satellite communication systems business.

- *Satellite Networking Systems Design and Technology Development*. Through our Comsat Labs division, we offer design and technology services covering all aspects of satellite communication system architecture and technology, including the analysis, design, and specification of satellites and ground systems, ASIC and MMIC design and production, and wide area network (WAN) compression for enterprise networks.

Satellite Services

Our satellite services segment complements our commercial networks segment by providing managed network services for the satellite communication systems of our consumer, enterprise and mobile broadband customers. In addition, our recently acquired WildBlue business provides wholesale and retail satellite-based broadband internet services in the United States via our WildBlue-1 satellite and Telesat's Anik F2 satellite.

Commencing in 2011, we expect this segment to also include broadband services using our new high-capacity Ka-band spot-beam satellite, ViaSat-1. In recent years, satellite operators have invested in and launched next-generation spot-beam satellites specifically designed for low-cost broadband access. However, we do not believe that these satellites are equipped to deliver competitive levels of service or data throughputs at sufficiently high speeds and volumes to address anticipated bandwidth demand. As a result, in January 2008 we announced our plans to develop and launch ViaSat-1, which is intended to provide low-cost high-capacity broadband access in North America. At the time of launch, ViaSat-1 is expected to be the highest capacity, most cost-efficient satellite in the world. We currently estimate that the total data throughput of ViaSat-1 will be approximately 130 Gigabits per second. With the market demonstrating increasing demand for satellite broadband services, ViaSat-1 is designed to significantly expand the quality, capability and availability of high-speed broadband satellite services for North American consumers and enterprises. In addition, we anticipate that our government systems and commercial networks segments will be able to leverage the launch of ViaSat-1 through the increased sale of next-generation satellite communication systems, ground networking equipment and products that operate on Ka-band frequencies.

The primary services offered by our satellite services segment comprise:

- *Wholesale and Retail Broadband Services*. Our WildBlue® service provides two-way satellite-based broadband internet access to consumers and small businesses in the United States. We offer a range of WildBlue service plans to both wholesale and retail customers, with pricing based on maximum downstream/upstream data speeds. As of April 2, 2010, we provided WildBlue service to approximately 424,000 subscribers. In addition, following the launch of ViaSat-1, we expect to provide wholesale and retail broadband service via ViaSat-1 in the United States at speeds and volumes that provide a broadband experience that is comparable to or better than terrestrial broadband alternatives such as wireless and DSL connections. We expect this service to become available in mid 2011. We plan to offer wholesale broadband services via ViaSat-1 to national and regional distribution partners, including direct-to-home satellite video providers, retail service providers and communications companies. We plan to offer our retail service via ViaSat-1 through WildBlue.

- *Mobile Broadband Service*. Our mobile broadband service, Yonder®, comprises global network management services for customers who use our "on-the-move" ArcLight-based mobile satellite systems supporting air borne, maritime and various ground-mobile customers.

- *Managed Broadband Service*. For everyday enterprise networking or backup protection for primary networks, our full-service managed broadband service provides reliable, high-quality broadband wireless service to enterprise customers using a combination of terrestrial and satellite connections, supported by a 24x7 call center and our network management center.

Our Strengths

We believe the following strengths position our business to capitalize on the attractive growth opportunities presented in each of our segments:

- *Leading Satellite and Wireless Technology Platform*. We believe our ability to design and deliver cost-effective satellite and wireless communications and networking solutions, covering both the supply of advanced communications systems, ground network equipment and end-user terminals, and the provision of managed network services, enables us to provide our government and commercial customers with a diverse portfolio of leading applications and solutions. Our product and systems offerings are often linked through common underlying technologies, customer applications and market relationships. We believe that many of the market segments in which we compete have significant barriers to entry relating to the complexity of technology, the amount of required developmental funding, the willingness of the customer to support multiple suppliers, and the importance of existing customer relationships. We believe our history of developing complex secure satellite and wireless networking and communications technologies demonstrates that we possess the expertise and credibility required to serve the evolving technology needs of our government and commercial customers. In addition, our acquisition of WildBlue provides us with significant expertise in network management and operational and business systems support for large-scale network deployments.

- *Blue-Chip Customer Base*. Our customers include the DoD, civil agencies, defense contractors, allied foreign governments, satellite network integrators, large communications service providers and enterprises requiring complex communications and networking solutions. The credit strength of our key customers, including the U.S. government and leading aerospace and defense prime contractors, supports our consistent financial performance.

- *Strong Balance Sheet and Equity Capitalization*. We are well-capitalized with total equity as of April 2, 2010 of $756.8 million, or 69% of our total capitalization. Our revolving line of credit under the Credit Facility allows us to borrow up to $275.0 million, and we had $60.0 million in principal amount of outstanding borrowings under the Credit Facility as of April 2, 2010. This financial flexibility along with the significant cash flow generated from our operations is expected to provide us with the liquidity to finance our ongoing capital expenditures, as well as our investment in ViaSat-1, for at least the next twelve months.

- *Experienced Management Team*. Our Chief Executive Officer, Mark D. Dankberg, and our Chief Technology Officers have been with the company since its inception in 1986. Mr. Dankberg is considered to be a leading expert in the field of wireless and satellite communications. In 2008, Mr. Dankberg received the prestigious AIAA Aerospace International Communication award, which recognized him for “shepherding ViaSat into a leading satellite communications company through outstanding leadership and technical expertise.”

- *Innovation of Next-Generation Satellite Technology*. ViaSat-1, our high-capacity Ka-band spot-beam satellite planned for launch in spring 2011, is currently under construction. At the time of launch, we believe ViaSat-1 will be the highest capacity, most cost-efficient satellite in the world. With the market demonstrating increasing demand for satellite broadband services, ViaSat-1 and our associated SurfBeam 2 ground segment technology are designed to significantly expand the quality, capability and availability of high-speed broadband satellite services for consumers and enterprises. In addition, we expect that our recently acquired WildBlue business will facilitate our deployment of broadband services in the United States using ViaSat-1, as well as provide a platform for the provision of network management services to international providers of satellite broadband services.

- *Innovative Product Development and Cost-Efficient Business Model*. Maintaining technological competencies and innovative new product development has been one of our hallmarks and continues to be critical to our success. Our research and development efforts are supported by an employee base of over 1,000 engineers and a culture that deeply values innovation. We balance an emphasis on new product development with efficient management of our capital. For example, the majority of our research and development efforts with respect to the development of new products or applications are funded by customers. In addition, we drive capital efficiencies by outsourcing a significant portion of our manufacturing to subcontractors with whom we collaborate to ensure quality control and superior finished products.

Our Strategy

Our objective is to leverage our advanced technology and capabilities to (1) increase our role as the U.S. government increases its emphasis on IP-based, highly secure, highly mobile, network-centric warfare, (2) develop high-performance, feature-rich, low-cost technology to grow the size of the consumer satellite broadband, commercial enterprise and networking markets, while also capturing a significant share of these growing markets, and (3) maintain a leadership position, while reducing costs and increasing profitability, in our satellite and wireless communications markets. The principal elements of our strategy include:

- *Address Increasingly Larger Markets*. We have focused on addressing larger markets since our inception. As we have grown our revenues, we are able to target larger opportunities and markets more credibly and more successfully. We consider several factors in selecting new market opportunities, including whether (1) there are meaningful entry barriers for new competitors (for example, specialized technologies or relationships), (2) the new market is the right size and consistent with our growth objectives, and (3) the customers in the market value our technology competence and focus, which makes us an attractive partner.

- *Evolve into Adjacent Technologies and Markets*. We anticipate continued organic growth into adjacent technologies and markets. We seek to increase our share in the market segments we address by selling existing or customized versions of technologies we developed for one customer base to a different market-for instance, to different segments of the government market or between government and commercial markets. In addition, we seek to expand the breadth of technologies and products we offer by selling new, but related, technologies and products to existing customers.

- *Enhance International Growth*. International revenues represented approximately 19% of our fiscal year 2010 revenue. We believe growth in international markets represents an attractive opportunity, as we believe our comprehensive offering of satellite communications products, systems and services will be attractive to government and commercial customers on an international basis. In addition, we expect that our WildBlue business will provide a platform for the provision of network management and back-office services to international providers of satellite broadband services, capitalizing on both the strength of WildBlue’s reputation in the satellite industry globally and WildBlue’s operational expertise with respect to the commercial provision of satellite broadband services.

- *Pursue Growth Through Strategic Alliances and Relationships*. We have regularly entered into teaming arrangements with other government contractors to more effectively capture complex government programs, and we expect to continue to actively seek strategic relationships and ventures with companies whose financial, marketing, operational or technological resources can accelerate the introduction of new technologies and the penetration of new markets. We have also engaged in strategic relationships with companies that have innovative technologies and products, highly skilled personnel, market presence, or customer relationships and distribution channels that complement our strategy. We may continue to evaluate acquisitions of, or investments in, complementary companies, businesses, products or technologies to supplement our internal growth.

Our Customers

Initially, we focused primarily on developing satellite communication systems and equipment for the U.S. government, and our U.S. government contracts remain a core part of our business. However, we have also successfully diversified into other related wireless communications and secure networking markets serving a range of government and commercial customers, and over the past few years we have significantly expanded our customer base both domestically and internationally. In addition, in December 2009 we expanded the scope of our satellite services segment through the acquisition of WildBlue, a leading satellite broadband internet service provider.

Our customers include the DoD, U.S. National Security Agency, the U.S. Department of Homeland Security, allied foreign governments, select other U.S. federal, state and local government agencies, defense contractors, satellite network integrators, large communications service providers and enterprises requiring complex communications and networking solutions. We enter into government contracts either directly with U.S. or foreign governments or indirectly through domestic or international prime contractors. For our commercial contracts, we also act as both a prime contractor and subcontractor for the sale of equipment and services. Customers of our WildBlue service include residential customers and small businesses in the United States, as well as wholesale distribution partners such as DirecTV, EchoStar and the National Rural Telecommunications Cooperative.

Our significant customers include the U.S. government, Boeing, Eutelsat, Harris, Northrop Grumman and Raytheon. Revenues from the U.S. government comprised approximately 30%, 36% and 30% of total revenues for fiscal years 2010, 2009 and 2008, respectively. None of our commercial customers comprised 10% or more of total revenues in fiscal year 2010. In prior years, two commercial customers each comprised approximately 10% and 8% of total revenues in fiscal year 2009, and 7% and 9% of total revenues in fiscal year 2008, respectively. The second of these two commercial customers, however, was WildBlue, which we acquired in December 2009.

Government Contracts

Substantial portions of our revenues are generated from contracts and subcontracts with the DoD and other federal government agencies. Many of our contracts are subject to a competitive bid process and are awarded on the basis of technical merit, personnel qualifications, experience and price. We also receive some contract awards involving special technical capabilities on a negotiated, noncompetitive basis due to our unique technical capabilities in special areas. The Federal Acquisition Streamlining Act of 1994 has encouraged the use of commercial type pricing, such as firm fixed-price contracts, on dual use products. Our future revenues and income could be materially affected by changes in government procurement policies and related oversight, a reduction in expenditures for the products and services we provide and other risks generally associated with federal government contracts.

We provide products under federal government contracts that usually require performance over a period of several months to five years. Long-term contracts may be conditioned upon continued availability of congressional appropriations. Variances between anticipated budget and congressional appropriations may result in a delay, reduction or termination of these contracts.

Our federal government contracts are performed under cost-reimbursement contracts, time-and-materials contracts and fixed-price contracts. Cost-reimbursement contracts provide for reimbursement of costs and payment of a fee. The fee may be either fixed by the contract or variable, based upon cost control, quality, delivery and the customer's subjective evaluation of the work. Under time-and-materials contracts, we receive a fixed amount by labor category for services performed and are reimbursed for the cost of materials purchased to perform the contract. Under a fixed-price contract, we agree to perform specific work for a fixed price and, accordingly, realize the benefit or detriment to the extent that the actual cost of performing the work differs from the contract price. In fiscal year 2010, approximately 15% of our total government revenues were generated from cost-reimbursement contracts with the federal government or our prime contractors, 1% from time-and-materials contracts and approximately 84% from fixed-price contracts.

Our allowable federal government contract costs and fees are subject to audit by the Defense Contracting Management Agency (DCMA) and the Defense Contract Audit Agency (DCAA). Audits may result in non-reimbursement of some contract costs and fees and delays in payments for work performed. While the government reserves the right to conduct further audits, audits conducted for periods through fiscal year 2002 have resulted in no material cost recovery disallowances for us.

Our federal government contracts may be terminated, in whole or in part, at the convenience of the U.S. government. If a termination for convenience occurs, the U.S. government generally is obligated to pay the cost incurred by us under the contract plus a pro rata fee based upon the work completed. Contracts with prime contractors may have negotiated termination schedules that apply. When we participate as a subcontractor, we are at risk if the prime contractor does not perform its contract. Similarly, when we act as a prime contractor employing subcontractors, we are at risk if a subcontractor does not perform its subcontract.

Some of our federal government contracts contain options that are exercisable at the discretion of the customer. An option may extend the period of performance for one or more years for additional consideration on terms and conditions similar to those contained in the original contract. An option may also increase the level of effort and assign new tasks to us. In our experience, options are exercised more often than not.

Our eligibility to perform under our federal government contracts requires us to maintain adequate security measures. We have implemented security procedures that we believe adequately satisfy the requirements of our federal government contracts.

Research and Development

The industries in which we compete are subject to rapid technological developments, evolving standards, changes in customer requirements and continuing developments in the communications and networking environment. Our continuing ability to adapt to these changes, and to develop new and enhanced products, is a significant factor in maintaining or improving our competitive position and our prospects for growth. Therefore, we continue to make significant investments in product development.

We conduct the majority of our research and product development activities in-house and have a research and development and engineering staff, which includes over 1,000 engineers. Our product development activities focus on products that we consider viable revenue opportunities to support all of our business segments. A significant portion of our research and development efforts have generally been conducted in direct response to the specific requirements of a customer's order and, accordingly, these amounts are included in the cost of sales when incurred and the related funding is included in revenues at that time.

The portion of our contract revenues which includes research and development funded by government and commercial customers was approximately $92.9 million, $126.7 million and $112.2 million during fiscal years 2010, 2009 and 2008, respectively. In addition, we incurred $27.3 million, $29.6 million and $32.3 million during fiscal years 2010, 2009 and 2008, respectively, on independent research and development, which comprises research and development not directly funded by a third party. Funded research and development contains a profit component and is therefore not directly comparable to independent research and development. As a government contractor, we also are able to recover a portion of our independent research and development expenses, consisting primarily of salaries and other personnel-related expenses, supplies and prototype materials related to research and development programs.

Intellectual Property

We seek to establish and maintain our proprietary rights in our technology and products through a combination of patents, copyrights, trademarks, trade secret laws and contractual rights. We also seek to maintain our trade secrets and confidential information through nondisclosure policies, the use of appropriate confidentiality agreements and other security measures. We have registered a number of patents and trademarks in the United States and in other countries and have a substantial number of patent filings pending determination. There can be no assurance, however, that these rights can be successfully enforced against competitive products in any particular jurisdiction. Although we believe the protection afforded by our patents, copyrights, trademarks, trade secrets and contracts has value, the rapidly changing technology in the networking, satellite and wireless communications industries and uncertainties in the legal process make our future success dependent primarily on the innovative skills, technological expertise and management abilities of our employees rather than on the protections afforded by patent, copyright, trademark and trade secret laws and contractual rights. Accordingly, while these legal protections are important, they must be supported by other factors such as the expanding knowledge, ability and experience of our personnel, and the continued development of new products and product enhancements.

Certain of our products include software or other intellectual property licensed from third parties. While it may be necessary in the future to seek or renew licenses relating to various aspects of our products, we believe, based upon past experience and standard industry practice, that such licenses generally could be obtained on commercially reasonable terms. Nonetheless, there can be no assurance that the necessary licenses would be available on acceptable terms, if at all. Our inability to obtain these licenses or other rights or to obtain such licenses or rights on favorable terms, or the need to engage in litigation regarding these matters, could have a material adverse effect on our business, operating results and financial condition.

The industry in which we compete is characterized by rapidly changing technology, a large number of patents, and frequent claims and related litigation regarding patent and other intellectual property rights. We cannot assure you that our patents and other proprietary rights will not be challenged, invalidated or circumvented, that others will not assert intellectual property rights to technologies that are relevant to us, or that our rights will give us a competitive advantage. In addition, the laws of some foreign countries may not protect our proprietary rights to the same extent as the laws of the United States.

Sales and Marketing

We have a sales presence in various domestic and foreign locations, and we sell our products and services both directly and indirectly through channel partners, as described below:

- *Government Sales Organization*. Our government sales organization consists of both direct sales personnel who sell our standard products, and business development personnel who work with engineers, program managers, marketing managers and contract managers to identify business opportunities, develop customer relationships, develop solutions for customers' needs, prepare proposals and negotiate contractual arrangements. The period of time from initial contact through the point of product sale and delivery can take over three years for more complex product developments. Products already in production can usually be delivered to a customer between 90 to 180 days from the point of product sale.

- *Commercial Networks Sales Organization*. Our commercial networks sales organization consists of sales managers and sales engineers, who act as the primary interface to establish account relationships and determine technical requirements for customer networks. In addition to our sales force, we maintain a highly trained service staff to provide technical product and service support to our customers. The sales cycle in the commercial network market is lengthy and it is not unusual for a sale to take up to 18 months from the initial contact through the execution of the agreement. The sales process often includes several network design iterations, network demonstrations and pilot networks consisting of a few sites.
- *Satellite Services Sales Organization*. Our satellite services sales organization includes exclusive wholesale distribution relationships with DirecTV, EchoStar and the National Rural Telecommunications Cooperative for our WildBlue satellite broadband internet service, as well as our own retail distribution channel, which sells directly to residential customers.
- *Strategic Partners*. To augment our direct sales efforts, we seek to develop key strategic relationships to market and sell our products and services. We direct our sales and marketing efforts to our strategic partners, primarily through our senior management relationships. In some cases a strategic ally may be the prime contractor for a system or network installation and will subcontract a portion of the project to us. In other cases, the strategic ally may recommend us as the prime contractor for the design and integration of the network. We seek strategic relationships and partners based on many factors, including financial resources, technical capability, geographic location and market presence.

Our marketing team works closely with our sales, research and product development organizations and our customers to increase the awareness of the ViaSat brand through a mix of positive program performance and our customers' recommendation as well as public relations, advertising, trade show participation and conference speaking engagements by providing communications that keep the market current on our products and features. Our marketing team also identifies and sizes new target markets for our products, creates awareness of our company and products, and generates contacts and leads within these targeted markets.

Competition

The markets in which we compete are characterized by rapid change, converging technologies and a migration to solutions that offer superior advantages. These market factors represent both an opportunity and a competitive threat to us.

Within our government systems segment, we generally compete with manufacturers of defense electronics products, systems or subsystems, such as BAE Systems, General Dynamics, Harris, L-3 Communications, Rockwell Collins and similar companies. We may also occasionally compete directly with the largest defense prime contractors, including Boeing, Lockheed Martin, Northrop Grumman or Raytheon Systems. These companies, while competitors, can also be our customers or partners on government projects. Accordingly, maintaining an open and cooperative relationship is important. Almost all of the companies we compete with in the government systems segment are substantially larger than we are and may have more extensive engineering, manufacturing and marketing capabilities than we do. As a result, these competitors may be able to adapt more quickly to changing technology or market conditions or may be able to devote greater resources to the development, promotion and sale of their products.

In our commercial networks and satellite services segments, we compete with Gilat, Hughes Communications and iDirect Technologies, each of which offers a broad range of satellite communications products and services, and with other terrestrial-based internet service providers in areas where such competing services are available. Our principal competitors in the supply of antenna systems are ASC Signal, General Dynamics and L-3.

The overall number of our competitors may increase, and the identity and composition of competitors may change. As we continue to expand our sales globally, we may see new competition in different geographic regions. Many of our competitors have significant competitive advantages, including strong customer relationships, more experience with regulatory compliance, greater financial and management resources and control over central communications networks.

To compete with these providers, we emphasize:

- the innovative and flexible features integrated into our products;
- the increased bandwidth efficiency offered by our networks and products;
- our network management experience;

- the cost-effectiveness of our products and services;
- our end-to-end network implementation capabilities;
- the distinct advantages of satellite data networks;
- technical advantages and advanced features of our antenna systems as compared to our competitors' offerings;
- the overall cost of our antenna systems and satellite networks, which can include equipment, installation and bandwidth costs, as compared to products offered by terrestrial and other satellite service providers; and
- our proven designs and network integration services for complex, customized network needs.

While we believe we compete successfully in each of these factors, we expect to face intense competition in each of our markets.

Manufacturing

Our manufacturing objective is to produce high-quality products that conform to specifications at the lowest possible manufacturing cost. We primarily utilize a range of contract manufacturers, based on the volume and complexity of the production, to reduce the costs of products and to support rapid increases in delivery rates when needed. As part of our manufacturing process, we conduct extensive testing and quality control procedures for all products before they are delivered to customers.

Contract manufacturers produce products for many different customers and are able to pass on the benefits of large scale manufacturing to their customers. These manufacturers are able to achieve high quality products with lower levels of costs by (1) exercising their high-volume purchasing power, (2) employing advanced and efficient production equipment and capital intensive systems whose costs are leveraged across their broad customer base, and (3) using a cost-effective skilled workforce. Our primary contract manufacturers include Benchmark, EADS, Harris, MTI, Regal Technology Partners and Spectral Response.

Our experienced management team facilitates an efficient contract manufacturing process through the development of strong relationships with a number of different domestic and off-shore contract manufacturers. By negotiating beneficial contract provisions and purchasing some of the equipment needed to manufacture our products, we retain the ability to move the production of our products from one contract manufacturing source to another if required. Our operations management has experience in the successful transition from in-house production to contract manufacturing. The degree to which we employ contract manufacturing depends on the maturity of the product. We intend to limit our internal manufacturing capacity to new product development support and customized products that need to be manufactured in strict accordance with a customer's specifications and delivery schedule. Therefore, our internal manufacturing capability for standard products has been, and is expected to continue to be, very limited and we intend to rely on contract manufacturers for large-scale manufacturing.

We also rely on outside vendors to manufacture specific components and subassemblies used in the production of our products. Some components, subassemblies and services necessary for the manufacture of our products are obtained from a sole source supplier or a limited group of suppliers.

Regulatory Environment

We are required to comply with the laws and regulations of, and often obtain approvals from, national and local authorities in connection with the services that we provide. In particular, we provide a number of services that rely on the use of radio frequencies, and the provision of such services is highly regulated. National authorities generally require that the satellites they authorize be operated in a manner consistent with the regulations and procedures of the International Telecommunication Union (ITU), which require the coordination of the operation of satellite systems in certain circumstances, and more generally are intended to avoid the occurrence of harmful interference among different users of the radio spectrum.

We also produce a variety of communications systems and networking equipment, the design, manufacture, and marketing of which are subject to the laws and regulations of the jurisdictions in which we sell such equipment. We are subject to export control laws and regulations, and trade and economic sanctions laws and regulations, with respect to the export of such systems and equipment. As a government contractor, we are subject to U.S. procurement laws and regulations. We also participate in joint ventures that may be subject to foreign regulation.

Radio Frequency Regulation

The commercial use of radio frequencies in the United States is subject to the jurisdiction of the Federal Communications Commission (FCC) under the Communications Act of 1934, as amended (Communications Act). The FCC is responsible for licensing the operation of satellite earth stations and spacecraft, and for regulating the technical and other aspects of the operation of these facilities.

Earth Stations. The Communications Act requires a license for the operation of satellite earth station facilities in the United States. We currently hold licenses authorizing us to operate various earth stations within the United States, including but not limited to user terminals, “gateway” facilities and network hubs. These licenses typically are granted for 10 to 15 year terms, and renewed in the ordinary course. Material changes in these operations would require prior approval by the FCC. The operation of our earth stations is subject to various license conditions, as well as the technical and operational requirements of the FCC’s rules and regulations.

Space Stations. In the United States, the FCC authorizes the launch and operation of commercial spacecraft, and also authorizes non-U.S.-licensed spacecraft to be used to serve the United States. The FCC has authorized the use of the Anik F2, WildBlue-1 and ViaSat-1 spacecraft to serve the United States. The use of these spacecraft in our business is subject to various conditions in the underlying authorizations, as well as the technical and operational requirements of the FCC’s rules and regulations. For example, in granting such authorization with respect to ViaSat-1, which is not yet operational, the FCC imposed specific implementation milestones that we must satisfy in order to maintain that authorization. Specifically, the authorization requires that we: (1) enter into a binding non-contingent contract to construct the licensed satellite system by August 18, 2010, (2) complete critical design review by August 18, 2011, (3) begin construction by August 18, 2012, and (4) launch and operate by August 18, 2014. We believe that we have satisfied the first three of these milestones, and plan to satisfy the fourth of these milestones in 2011, well in advance of the deadline.

Universal Service. Certain of our services may constitute the provision of telecommunications to, from or within the United States, and may require us to contribute a percentage of our revenues from such services to universal service support mechanisms that subsidize the provision of services to low-income consumers, high-cost areas, schools, libraries and rural health care providers. This percentage is set each calendar quarter by the FCC, and currently is 15.3%. Current FCC rules permit us to pass this universal service contribution through to our customers. The FCC also is considering whether and how to alter the regulatory framework governing federal universal service support mechanisms. Some proposals being considered would expand the contribution base for the universal service and similar programs to include revenues from the provision of broadband internet access services such as our WildBlue service. The adoption of such proposals would expand significantly the percentage of our revenues subject to such assessments, and could have a material adverse impact on our business.

CALEA. We are obligated to comply with the requirements of the Federal Communications Assistance for Law Enforcement Act (CALEA), which requires telecommunications providers and broadband internet access providers to ensure that law enforcement agencies are able to conduct lawfully-authorized surveillance of users of their services.

Net Neutrality. In October 2009, the FCC proposed and sought public comment on rules intended to preserve the openness of the internet, a concept generally referred to as “net neutrality.” The proposed rules would, among other things, prohibit facilities-based broadband internet access service providers from preventing end-user customers from accessing lawful content or running applications of their choice over the internet, and from connecting and using devices that do not harm the network; they also would require facilities-based broadband internet access service providers to treat lawful content, applications, and services in a nondiscriminatory manner, and to make certain disclosures concerning their practices as they relate to the openness of their networks. However, the FCC’s proposal would permit us to employ reasonable techniques to manage traffic on our network. In addition, the FCC’s proposal would exempt from these rules (1) services provided to national or homeland security authorities, and (2) certain “managed” or specialized services provided to enterprise customers. Many of our services could fall within these categories of exempt services, and we do not believe that these rules as proposed would likely have a material impact on our operations. If the FCC were to adopt different rules, though, or construe narrowly or eliminate its proposed exemptions, the impact of any final rules on our operations could be different.

Foreign Licensing

The spacecraft we use or are planning to use are subject to the regulatory authority of, and conditions imposed by, foreign governments. Anik F2 and WildBlue-1 operate under authority granted by the government of Canada. ViaSat-1 will operate under authority granted by the governments of the Isle of Man and the United Kingdom. The use of these spacecraft in our business is subject to various conditions in their underlying authorizations, as well as the technical and operational requirements of the rules and regulations of those jurisdictions.

Equipment Design, Manufacture, and Marketing

We must comply with the applicable laws and regulations and, where required, obtain the approval of the regulatory authority of each country in which we design, manufacture, or market our communications systems and networking equipment. Applicable laws and regulatory requirements vary from country to country, and jurisdiction to jurisdiction. The increasing demand for wireless communications has exerted pressure on regulatory bodies worldwide to adopt new standards for these products, generally following extensive investigation and deliberation over competing technologies. The delays inherent in this government approval process have in the past caused and may in the future cause the cancellation, postponement or rescheduling of the installation of communication systems by our customers, which in turn may have a material adverse impact on the sale of our products to the customers.

Equipment Testing and Verification. In the United States, certain equipment that we manufacture must comply with applicable technical requirements intended to minimize radio interference to other communications services and ensure product safety. In the United States, the FCC is responsible for ensuring that communications devices comply with technical requirements for minimizing radio interference and human exposure to radio emissions. The FCC requires that equipment be tested either by the manufacturer or by a private testing organization to ensure compliance with the applicable technical requirements. For other classes of device, the FCC requires submission of an application, which must be approved by the FCC, or in some instances may be approved by a private testing organization.

Export Controls. Due to the nature and sophistication of our communications products, we must comply with applicable U.S. government and other agency regulations regarding the handling and export of certain of our products. This often requires extra or special handling of these products and could increase our costs. Failure to comply with these regulations could result in substantial harm to the company, including fines, penalties and the forfeiture of future rights to sell or export these products.

Other Regulations

As a defense contractor, our contract proposals and costs are audited and reviewed by the DCAA. Audits and investigations are conducted from time to time to determine if the performance and administration of our U.S. government contracts are in compliance with applicable contractual requirements and procurement regulations and other applicable federal statutes and regulations. Under current U.S. government procurement regulations, a contractor, if indicted or deemed in violation of procurement or other federal civil laws, could be subject to fines, penalties, repayments or other damages. U.S. government regulations also provide that certain findings against a contractor may lead to suspension or debarment from eligibility for awards of new U.S. government contracts.

We are also subject to a variety of local, state and federal government regulations relating to the storage, discharge, handling, emission, generation, manufacture and disposal of toxic or other hazardous substances used to manufacture our products. The failure to comply with current or future regulations could result in the imposition of substantial fines on us, suspension of production, alteration of our manufacturing processes or cessation of operations. To date, these regulations have not had a material effect on our business, as we have neither incurred significant costs to maintain compliance nor to remedy past noncompliance, and we do not expect such regulations to have a material effect on our business in the current fiscal year.

Availability of Public Reports

Through a link on the Investor Relations section of our website at *www.viasat.com*, we make available the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the SEC: our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. All such filings are available free of charge. They are also available free of charge on the SEC's website at *www.sec.gov*. In addition, any materials filed with the SEC may be read and copied by the public at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The information on our website is not part of this report or any other report that we furnish to or file with the SEC.

Employees

As of April 2, 2010, we employed more than 2,000 individuals worldwide. We consider the relationships with our employees to be positive. Competition for technical personnel in our industry is intense. We believe our future success depends in part on our continued ability to hire, assimilate and retain qualified personnel. To date, we believe we have been successful in recruiting qualified employees, but there is no assurance we will continue to be successful in the future.

Executive Officers

Set forth below is information concerning our executive officers and their ages as of April 2, 2010.

Name	Age	Position
Mark D. Dankberg	54	Chairman of the Board and Chief Executive Officer
Richard A. Baldridge	51	President and Chief Operating Officer
H. Stephen Estes	55	Vice President — Human Resources
Kevin J. Harkenrider	54	Vice President of ViaSat; Vice President and Chief Operating Officer of WildBlue
Steven R. Hart	56	Vice President and Chief Technical Officer
Keven K. Lippert	37	Vice President — General Counsel and Secretary
Mark J. Miller	50	Vice President and Chief Technical Officer
Thomas E. Moore	47	Senior Vice President of ViaSat; President of WildBlue
Ronald G. Wangerin	43	Vice President and Chief Financial Officer

Mark D. Dankberg is a founder of ViaSat and has served as Chairman of the Board and Chief Executive Officer of ViaSat since its inception in May 1986. Mr. Dankberg also serves as a director of TrellisWare Technologies, Inc., (TrellisWare), a majority-owned subsidiary of ViaSat that develops advanced signal processing technologies for communication applications. Mr. Dankberg is a director and member of the audit committee of REMEC, Inc., which is now in dissolution. In addition, Mr. Dankberg serves on the advisory board of Minnetronix, Inc., a privately-held medical device and design company. Prior to founding ViaSat, he was Assistant Vice President of M/A-COM Linkabit, a manufacturer of satellite telecommunications equipment, from 1979 to 1986, and Communications Engineer for Rockwell International Corporation from 1977 to 1979. Mr. Dankberg holds B.S.E.E. and M.E.E. degrees from Rice University.

Richard A. Baldridge joined ViaSat in April 1999 as Vice President and Chief Financial Officer. From September 2000 to August 2002, Mr. Baldridge served as Executive Vice President, Chief Operating Officer and Chief Financial Officer. He currently serves as President and Chief Operating Officer of ViaSat. Prior to joining ViaSat, Mr. Baldridge served as Vice President and General Manager of Raytheon Corporation’s Training Systems Division from January 1998 to April 1999. From June 1994 to December 1997, Mr. Baldridge served as Chief Operating Officer, Chief Financial Officer and Vice President — Finance and Administration for Hughes Information Systems and Hughes Training Inc., prior to their acquisition by Raytheon in 1997. Mr. Baldridge’s other experience includes various senior financial management roles with General Dynamics Corporation. Mr. Baldridge holds a B.S. degree in Business Administration, with an emphasis in Information Systems, from New Mexico State University.

H. Stephen Estes first became part of the ViaSat team with the acquisition of several commercial divisions of Scientific-Atlanta in April 2000. Mr. Estes served as Vice President and General Manager of the Antenna Systems group from 2000 to 2003. From 2003 to 2005, he served as a co-founder of an entrepreneurial startup. In September 2005, Mr. Estes rejoined ViaSat as Vice President — Human Resources. Mr. Estes began his career as an electrical design engineer, moving into various management positions in engineering, program management, sales and marketing, and general management for companies that included Scientific-Atlanta, Loral (now part of L-3), and AEL Cross Systems (now part of BAE). Mr. Estes holds a B.S. degree in Mathematics and an Electrical Engineering degree from Georgia Tech, along with an M.B.A. degree focused on finance and marketing.

Kevin J. Harkenrider joined ViaSat in October 2006 as Director — Operations and served as Vice President — Operations from January 2007 until December 2009. He assumed his current position as Vice President of ViaSat and Vice President and Chief Operating Officer of WildBlue Communications, Inc., a ViaSat subsidiary, in December 2009 following our acquisition of WildBlue. Prior to joining the company, Mr. Harkenrider served as Account Executive at Computer Sciences Corporation from 2002 through October 2006. From 1992 to 2001, Mr. Harkenrider held several positions at BAE Systems, Mission Solutions (formerly GDE Systems, Marconi Integrated Systems and General Dynamics Corporation, Electronics Division), including Vice President and Program Director, Vice President — Operations and Vice President—Material. Prior to 1992, Mr. Harkenrider served in several director and program manager positions at General Dynamics Corporation. Mr. Harkenrider holds a B.S. degree in Civil Engineering from Union College and an M.B.A. degree from the University of Pittsburgh.

Steven R. Hart is a founder of ViaSat and has served as Vice President and Chief Technical Officer since March 1993. Mr. Hart served as Vice President — Engineering from March 1997 to January 2007 and as Engineering Manager since 1986. Prior to joining ViaSat, Mr. Hart was a Staff Engineer and Manager at M/A-COM Linkabit from 1982 to 1986. Mr. Hart holds a B.S. degree in Mathematics from the University of Nevada, Las Vegas and a M.A. degree in Mathematics from the University of California, San Diego.

Keven K. Lippert has served as Vice President — General Counsel and Secretary of ViaSat since April 2007 and as Associate General Counsel and Assistant Secretary from May 2000 to April 2007. Prior to joining ViaSat, Mr. Lippert was a corporate associate at the law firm of Latham & Watkins LLP. Mr. Lippert holds a J.D. degree from the University of Michigan and a B.S. degree in Business Administration from the University of California, Berkeley.

Mark J. Miller is a founder of ViaSat and has served as Vice President and Chief Technical Officer of ViaSat since 1993 and as Engineering Manager since 1986. Prior to joining ViaSat, Mr. Miller was a Staff Engineer at M/A-COM Linkabit from 1983 to 1986. Mr. Miller holds a B.S.E.E. degree from the University of California, San Diego and a M.S.E.E. degree from the University of California, Los Angeles.

Thomas E. Moore joined ViaSat in 2008 as Senior Vice President and President of ViaSat Satellite Ventures. In 2009, he also was appointed as the President of WildBlue Communications. Prior to joining ViaSat from December, 2005, Mr. Moore was a principal at TimesArrow, a venture investing firm. From 1998 through 2005, Mr. Moore served as President, Chief Executive Officer of satellite broadband service provider WildBlue Communications and remained on the board until February 2008. From 1993 through 1998 Mr. Moore was in senior management at Cable Television Laboratories (CableLabs) a non-profit technology development consortium of the cable industry. Mr. Moore is on the advisory boards of the Telecommunications Program at the University of Colorado and Silicon Flatirons and serves as a founding member of the Colorado Governor's Innovation Council. Mr. Moore holds a master's degree in telecommunications engineering from the University of Colorado and he earned an MBA (with distinction) from Harvard Business School. He also holds a BS in Engineering from the Colorado School of Mines.

Ronald G. Wangerin joined ViaSat in August 2002 as Vice President and Chief Financial Officer. Prior to joining ViaSat, Mr. Wangerin served as Vice President, Chief Financial Officer, Treasurer, and Secretary at NexusData Inc., a privately-held wireless data collection company, from 2000 to 2002. From 1997 to 2000, Mr. Wangerin held several positions at Hughes Training, Inc., a subsidiary of Raytheon Company, including Vice President and Chief Financial Officer. Mr. Wangerin worked for Deloitte & Touche LLP from 1989 to 1997. Mr. Wangerin holds a B.S. degree in Accounting and a Masters of Accounting degree from the University of Southern California.

ITEM 1A. RISK FACTORS

You should consider each of the following factors as well as the other information in this Annual Report in evaluating our business and prospects. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also impair our business operations. If any of the following risks actually occur, our business and financial results could be harmed. In that case the trading price of our common stock could decline. You should also refer to the other information set forth in this Annual Report, including our financial statements and the related notes.

Owning and Operating Satellites Involve Considerable Risks

In December 2009, we acquired WildBlue and, as a result of such acquisition, we now own and operate WildBlue's Ka-band satellite (WildBlue-1) and hold an exclusive lifetime lease of Ka-band capacity on Telesat Canada's Anik F2 satellite in the contiguous United States. In January 2008, we executed an agreement to purchase ViaSat-1, our new high-capacity broadband satellite. We currently plan to launch ViaSat-1 in early 2011 and introduce service on this satellite later in 2011. We may acquire or use one or more additional satellites in the future. We also plan to develop next generation broadband ground infrastructure and terminals for use with these satellites. If we are unable to continue to operate WildBlue-1 or Anik F2, or are unable to manufacture and successfully launch a satellite in a timely manner or at all, as a result of any of the following risks or otherwise, we may be unable to realize the anticipated benefits from our satellite and associated services business, and our business, financial condition and results of operations could be materially adversely affected:

- *Business Plan.* We may be unsuccessful in implementing our business plan for the WildBlue business and our satellite services segment as a whole, or we may not be able to achieve the revenue that we expect from our satellite services segment. A failure to attract a sufficient number of distributors or customers would result in lower revenues than anticipated.
- *In-Orbit Risks.* The WildBlue-1 satellite and Telesat Canada's Anik F2 satellite supporting our WildBlue business are, and any future satellite we acquire will be, subject to potential satellite failures or performance degradations. Satellites are subject to in-orbit risks including malfunctions, commonly referred to as anomalies, interference from electrostatic storms, and collisions with meteoroids, decommissioned spacecraft or other space debris. Anomalies occur as a result of various factors, such as satellite manufacturing errors, problems with the power systems or control systems of the satellites and general failures resulting from operating satellites in the harsh environment of space. To the extent there is an anomaly or other in-orbit failure with respect to WildBlue-1, Anik F2, ViaSat-1 or any other satellite we may acquire or use, this could have a material adverse effect on our operations and our relationships with current customers and distributors, and we may not have or be able to finance or procure a replacement satellite or backup transponder capacity on reasonable economic terms or at all.
- *Cost and Schedule Risks.* The cost of completing satellites and developing the associated next generation SurfBeam 2 ground infrastructure may be more than we anticipate and there may be delays in completing satellites and SurfBeam 2 infrastructure within the expected timeframe. We may be required to spend in excess of our current forecast for the completion, launch and launch insurance of ViaSat-1, or for the development associated with the SurfBeam 2 equipment. The construction and launch of satellites are often subject to delays, including satellite and launch vehicle construction delays, cost overruns, periodic unavailability of reliable launch opportunities and delays in obtaining regulatory approvals. If the satellite construction schedule is not met, there may be even further delays because there can be no assurance that a launch opportunity will be available at the time the satellite is ready to be launched, and we may not be able to obtain or maintain regulatory authority or ITU priority necessary to implement the satellite as proposed.
- *Launch Risks.* There are risks associated with the launch of satellites, including launch failure, damage or destruction during launch and improper orbital placement. Launch vehicles may under-perform, in which case the satellite may still be placed into service by using its onboard propulsion systems to reach the desired orbital location, resulting in a reduction in its service life. Launch failures result in significant delays in the deployment of satellites because of the need both to construct replacement satellites, which can take up to 36 months, and obtain other launch opportunities. The overall historical loss rate in the satellite industry for all launches of commercial satellites in fixed orbits in the last five years is estimated by some industry participants to be approximately 10% but could at any time be higher.
- *Satellite Life.* Our ability to earn revenue depends on the usefulness of WildBlue-1, ViaSat-1, Anik F2 and any other satellite we may acquire in the future. Each satellite has a limited useful life. The period of time during which a satellite is expected to function in accordance with its specifications is referred to as such satellite's design life. The design life of ViaSat-1 is 15 years from launch. The design life of WildBlue-1 was 12 years from launch, ending in 2019, and the design life of Telesat Canada's Anik F2 satellite was 15 years from launch, ending in 2019. A number of factors affect the useful lives of the satellites, including, among other things, the quality of their design and construction, the durability of their component parts and back-up units, the ability to continue to maintain proper orbit and control over the satellite's functions, the efficiency of the launch vehicle used, the remaining on-board fuel following orbit insertion, the occurrence of any anomaly or series of anomalies affecting the satellite, and the launch risks and in-orbit risks described above. There can be no assurance that the actual useful life of ViaSat-1, WildBlue-1, Anik F2 or any other satellite that we may acquire will equal its design life. In addition, continued improvements in satellite technology may make obsolete ViaSat-1 or any other satellite we may acquire prior to the end of its life.
- *Insurance Risks.* We currently hold in-orbit insurance for WildBlue-1 and Anik F2 and launch insurance for ViaSat-1, and intend to seek in-orbit insurance for ViaSat-1 as well as for any satellite we may acquire, but we may not be able to obtain insurance, or renew existing insurance, on reasonable economic terms or at all. If we are able to obtain or renew our insurance, it will contain customary exclusions and will not likely cover the full cost of constructing and launching or replacing the satellites, nor will it cover business interruptions or similar losses. In addition, the occurrence of any anomalies on other satellites, including other Ka-band satellites, or any failures of a satellite using similar components or failures of a similar launch vehicle to the launch vehicle we expect to use to launch ViaSat-1, may materially adversely affect our ability to insure the satellites at commercially reasonable premiums, if at all.

- *Joint Venture Risks.* We may own or operate future satellites through joint ventures that we do not control. If we were to enter into any such joint venture, we would be exposed to certain risks and uncertainties, including the risk of the joint venture or applicable entity failing to satisfy its obligations, which may result in certain liabilities to us for guarantees and other commitments, challenges in achieving strategic objectives and expected benefits of the business arrangement, the risk of conflicts arising between us and our partners and the difficulty of managing and resolving such conflicts, and the difficulty of managing or otherwise monitoring such business arrangements. In addition, our operating results would be affected by the performance of businesses over which we do not exercise unilateral control and, if any other members of such joint venture were to file for bankruptcy or otherwise fail to perform its obligations or to manage the joint venture effectively, this could cause us to lose our investment in any such joint venture entity.

Satellite Failures or Degradations in Satellite Performance Could Affect Our Business, Financial Condition and Results of Operations

We utilize capacity on our WildBlue-1 satellite and Telesat Canada's Anik F2 satellite to support our WildBlue service. Satellites are subject to in-orbit risks including malfunctions, commonly referred to as anomalies, interference from electrostatic storms, and collisions with meteoroids, decommissioned spacecraft or other space debris. Anomalies occur as a result of various factors, such as satellite manufacturing errors, problems with the power systems or control systems of the satellites and general failures resulting from operating satellites in the harsh environment of space. If any of the foregoing were to occur on either WildBlue-1 or Anik F2, this could have a material adverse effect on our operations, our ability to generate revenues in our satellite services segment, and our relationships with current customers and distributors, as well as our ability to attract new customers for our satellite broadband services. Anomalies may also reduce the expected useful life of a satellite, thereby creating additional expenses due to the need to provide replacement or backup capacity and potentially reduce revenues if service is interrupted on the satellites we utilize. We may not be able to obtain backup transponder capacity or a replacement satellite on reasonable economic terms or at all. In addition, an increased frequency of anomalies could impact market acceptance of our services.

We May be Unable to Obtain or Maintain Required Authorizations or Contractual Arrangements

Governmental authorizations are required in connection with the products and services that we provide. In order to maintain these authorizations, compliance with specific conditions of those authorizations, certain laws and regulations, and the payment of annual regulatory fees may be required. Failure to comply with such requirements, or comply in a timely manner, could lead to the loss of such authorizations and could have a material adverse impact on our business, financial condition or results of operations. We currently hold authorizations to, among other things, operate various satellite earth stations, including but not limited to user terminals, "gateway" facilities, and network hubs. While we anticipate that these licenses will be renewed in the ordinary course, or replaced by licenses covering more advanced facilities, we can provide no assurance that this will be the case. The inability to timely obtain required authorizations for future operations could delay or preclude our provision of new products and services. Further, changes to the regulations under which we operate could adversely affect our ability to obtain or maintain authorizations. Either circumstance could have a material adverse impact on our business.

Our operations also rely upon authorizations held by other entities with which we have contractual arrangements. The failure of those entities to maintain their respective authorizations, or the termination or expiration of our contractual arrangements with those entities, could have a material adverse impact on our business. For example, in order to provide our WildBlue service, we use Ka-band capacity on the Anik F2 satellite under an agreement with Telesat Canada, and we may do so until the end of the useful life of that satellite. Telesat Canada operates that satellite under authority granted to it by the government of Canada. We also currently use the WildBlue-1 satellite, which we own, and which is co-located with Anik F2 under authority granted to Telesat Canada by the government of Canada, and pursuant to an agreement we have with Telesat Canada that expires upon the end of the useful life of Anik F2. While the end of the useful life of Anik F2 is not expected to occur before 2019, there can be no assurance that will be the case. We also intend to use our ViaSat-1 satellite, which is expected to be launched in 2011, to provide WildBlue service. That satellite will operate under authority granted to ManSat Limited by the governments of the Isle of Man and the United Kingdom, and pursuant to contractual arrangements we have with ManSat Limited that extend past the expected useful life of ViaSat-1. The failure of Telesat Canada or ManSat Limited to maintain their respective authorizations, or the termination or expiration of our contractual arrangements with those entities (including as a result of the premature end of life of Anik F2), could require us to seek alternative satellite capacity for our customers, which may not be available, or which may require the costly and time-consuming process of repointing the antennas of our customers.

Our Operating Results Are Difficult to Predict

Our operating results have varied significantly from quarter to quarter in the past and may continue to do so in the future. The factors that cause our quarter-to-quarter operating results to be unpredictable include:

- a complex and lengthy procurement process for most of our customers or potential customers;
- changes in the levels of research and development spending, including the effects of associated tax credits;
- cost overruns on fixed-price development contracts;
- the difficulty in estimating costs over the life of a contract, which may require adjustment in future periods;
- the timing, quantity and mix of products and services sold;
- price discounts given to some customers;
- market acceptance and the timing of availability of our new products;
- the timing of customer payments for significant contracts;
- one-time charges to operating income arising from items such as acquisition expenses, impairment of assets and write-offs of assets related to customer non-payments or obsolescence;
- the failure to receive an expected order or a deferral of an order to a later period; and
- general economic and political conditions.

Any of the foregoing factors, or any other factors discussed elsewhere herein, could have a material adverse effect on our business, results of operations and financial condition that could adversely affect our stock price. In addition, it is likely that in one or more future quarters our results may fall below the expectations of analysts and investors, which would likely cause the trading price of our common stock to decrease.

Our Reliance on U.S. Government Contracts Exposes Us to Significant Risks

Our government systems segment revenues were approximately 56% of our revenues in fiscal year 2010, 62% of our revenues in fiscal year 2009 and 56% of our revenues in fiscal year 2008, and were derived from U.S. government applications. Therefore, any significant disruption or deterioration of our relationship with the U.S. government would significantly reduce our revenue. U.S. government business exposes us to various risks, including:

- changes in governmental procurement legislation and regulations and other policies, which may reflect military and political developments;
- unexpected contract or project terminations or suspensions;
- unpredictable order placements, reductions or cancellations;
- reductions or delays in government funds available for our projects due to government policy changes, budget cuts or delays and contract adjustments;
- the ability of competitors to protest contractual awards;
- penalties arising from post-award contract audits;
- the reduction in the value of our contracts as a result of the routine audit and investigation of our costs by U.S. government agencies;

- higher-than-expected final costs, particularly relating to software and hardware development, for work performed under contracts where we commit to specified deliveries for a fixed price;
- limited profitability from cost-reimbursement contracts under which the amount of profit is limited to a specified amount;
- unpredictable cash collections of unbilled receivables that may be subject to acceptance of contract deliverables by the customer and contract close-out procedures, including government approval of final indirect rates;
- competition with programs managed by other government contractors for limited resources and for uncertain levels of funding;
- significant changes in contract scheduling or program structure, which generally result in delays or reductions in deliveries; and
- intense competition for available U.S. government business necessitating increases in time and investment for design and development.

We must comply with and are affected by laws and regulations relating to the award, administration and performance of U.S. government contracts. Government contract laws and regulations affect how we do business with our customers and, in some instances, impose added costs on our business, including the establishment of compliance procedures. A violation of specific laws and regulations could result in the imposition of fines and penalties, the termination of our contracts or debarment from bidding on contracts.

ViaSat's total funded backlog was $521.0 million at April 2, 2010. Substantially all of our U.S. government backlog scheduled for delivery can be terminated at the convenience of the U.S. government because our contracts with the U.S. government typically provide that orders may be terminated with limited or no penalties. If we are unable to address any of the risks described above, or if we were to lose all or a substantial portion of our sales to the U.S. government, it could materially harm our business and impair the value of our common stock.

The funding of U.S. government programs is subject to congressional appropriations. Congress generally appropriates funds on a fiscal year basis even though a program may extend over several fiscal years. Consequently, programs are often only partially funded initially and additional funds are committed only as Congress makes further appropriations. In the event that appropriations for one of our programs become unavailable, or are reduced or delayed, our contract or subcontract under such program may be terminated or adjusted by the government, which could have a negative impact on our future sales under such contract or subcontract. From time to time, when a formal appropriation bill has not been signed into law before the end of the U.S. government's fiscal year, Congress may pass a continuing resolution that authorizes agencies of the U.S. government to continue to operate, generally at the same funding levels from the prior year, but does not authorize new spending initiatives, during a certain period. During such period (or until the regular appropriation bills are passed), delays can occur in procurement of products and services due to lack of funding, and such delays can affect our results of operations during the period of delay.

Our Business Could Be Adversely Affected by a Negative Audit by the U.S. Government

As a government contractor, we are subject to routine audits and investigations by the U.S. government agencies such as the DCMA and DCAA. These agencies review a contractor's performance under its contracts, cost structure and compliance with applicable laws, regulations and standards. The DCAA also reviews the adequacy of and a contractor's compliance with its internal control systems and policies, including the contractor's purchasing, property, estimating, compensation and management information systems. Any costs found to be improperly allocated to a specific contract will not be reimbursed or must be refunded if already reimbursed. If an audit uncovers improper or illegal activities, we may be subject to civil and criminal penalties and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspension, or prohibition from doing business with the U.S. government. In addition, we could suffer serious harm to our reputation if allegations of impropriety were made against us.

The Recent Global Business Environment Could Negatively Affect Our Business, Results of Operations and Financial Condition

Our business and operating results have been and will continue to be affected by worldwide economic conditions. The banking system and financial markets have been experiencing unprecedented levels of volatility and disruption. The possibility that certain financial institutions may go out of business has resulted in a tightening of the credit markets, lower levels of liquidity in many financial markets, and extreme volatility in fixed income, credit, currency and equity markets. This market turmoil and the recent disruptions in the credit markets have led to reduced levels of capital expenditures, an increase in commercial and consumer delinquencies, rising unemployment, declining consumer and business confidence, bankruptcies and a widespread reduction of business activity generally. These conditions, combined with continued concerns about the systemic impact of potential long- term and widespread economic recession, volatile energy costs, geopolitical issues, unstable housing and mortgage markets, labor and healthcare costs, and other macroeconomic factors affecting spending behavior have contributed to diminished expectations for the U.S. and global economy.

The current economic environment may materially adversely affect our business and financial performance in a number of ways. As a result of slowing global economic growth, our customers may experience deterioration of their businesses, cash flow shortages, difficulty obtaining financing or insolvency. Existing or potential customers may reduce or postpone spending in response to tighter credit, negative financial news or declines in income or asset values, which could have a material negative effect on the demand for our products and services. Potential effects of the credit crisis on our business include: the insolvency of key suppliers resulting in product delays, the inability of vendors to fulfill their obligations to us, the inability of customers to obtain credit to finance purchases of our products, customer insolvencies and failure of derivative counterparties and other financial institutions negatively impacting our treasury operations. If the global economic slowdown continues for a significant period or there is significant further deterioration in the U.S. or global economy, our results of operations, financial position and cash flows could be materially adversely affected.

General economic conditions have significantly affected the ability of many companies to raise additional funding in the capital markets. For example, U.S. credit markets have experienced significant dislocations and liquidity disruptions which have caused the spreads on prospective debt financings to widen considerably. These circumstances have materially impacted liquidity in the debt markets, making financing terms for borrowers less attractive and resulting in the general unavailability of many forms of debt financing. Continued uncertainty in the credit markets may negatively impact our ability to access additional debt financing or to refinance existing indebtedness in the future on favorable terms or at all. These general economic conditions have also adversely affected the trading prices of equity securities of many U.S. companies, including ViaSat, and could significantly limit our ability to raise additional capital through the issuance of common stock, preferred stock or other equity securities. If we require additional capital to fund any activities we elect to pursue in addition to our current business expansion efforts and were unable to obtain such capital on terms that we found acceptable or at all, we would likely reduce our investments in such activities or re-direct capital otherwise available for our business expansion efforts. Any of these risks could impair our ability to fund our operations or limit our ability to expand our business, which could have a material adverse effect on our business, financial condition and results of operations.

A Significant Portion of Our Revenues Is Derived from a Few of Our Contracts

A small number of our contracts account for a significant percentage of our revenues. Our five largest contracts generated approximately 25% of our revenues in fiscal year 2010, 35% of our revenues in fiscal year 2009 and 44% of our revenues in fiscal year 2008. Our largest revenue producing contracts are related to our tactical data links products, including our MIDS terminals, which generated approximately 19% of our revenues in fiscal year 2010, 21% of our revenues in fiscal year 2009 and 24% of our revenues in fiscal year 2008. Further, we derived approximately 8% of our revenues in fiscal year 2010, 6% of our revenues in fiscal year 2009 and 7% of our revenues in fiscal year 2008 from sales of enterprise VSAT networks and products. The failure of these customers to place additional orders or to maintain these contracts with us for any reason, including any downturn in their business or financial condition or our inability to renew our contracts with these customers or obtain new contracts when they expire, could materially harm our business and impair the value of our common stock. WildBlue, which we acquired in December 2009, generated approximately 8% of our revenues in fiscal year 2009 in its capacity as our customer.

A number of our commercial customers have in the past, and may in the future, experience financial difficulties. Many of our commercial customers face risks that are similar to those we encounter, including risks associated with market growth, product defects, acceptance by the market of products and services, and the ability to obtain sufficient capital. Further, many of our customers that provide satellite-based services (including Telesat, Intelsat, Thaicom and Eutelsat) could be materially affected by a satellite failure as well as by partial satellite failure, satellite performance degradation, satellite manufacturing errors and other failures resulting from operating satellites in the harsh environment of space. We cannot assure you that our customers will be successful in managing these risks. If our customers do not successfully manage these types of risks, it could impair our ability to generate revenues and collect amounts due from these customers and materially harm our business. Major communications infrastructure programs, such as proposed satellite communications systems, are important sources of our current and planned future revenues. We also participate in a number of defense programs. Programs of these types often cannot proceed unless the customer can raise substantial funds from either governmental or private sources. As a result, our expected revenues can be adversely affected by political developments or by conditions in private and public capital markets. They can also be adversely affected if capital markets are not receptive to a customer's proposed business plans.

Our Development Contracts May Be Difficult for Us to Comply with and May Expose Us to Third-Party Claims for Damages

We are often party to government and commercial contracts involving the development of new products. We derived approximately 14% of our revenues in fiscal year 2010 and 20% of our revenues in both fiscal years 2009 and 2008 from these development contracts. These contracts typically contain strict performance obligations and project milestones. We cannot assure you we will comply with these performance obligations or meet these project milestones in the future. If we are unable to comply with these performance obligations or meet these milestones, our customers may terminate these contracts and, under some circumstances, recover damages or other penalties from us. We are not currently, nor have we always been, in compliance with all outstanding performance obligations and project milestones in our contracts. We cannot assure you that the other parties to any such contract will not terminate the contract or seek damages from us. If other parties elect to terminate their contracts or seek damages from us, it could materially harm our business and impair the value of our common stock.

Our Success Depends on the Investment in and Development of New Satellite and Wireless Communications and Secure Networking Products and Our Ability to Gain Acceptance of these Products

The wireless and satellite communications and secure networking markets are subject to rapid technological change, frequent new and enhanced product introductions, product obsolescence and changes in user requirements. Our ability to compete successfully in these markets depends on our success in applying our expertise and technology to existing and emerging satellite and wireless communications and secure networking markets, as well as our ability to successfully develop, introduce and sell new products and enhancements on a timely and cost-effective basis that respond to ever-changing customer requirements, which depends on several factors, including:

- our ability to enhance our offerings by adding innovative features that differentiate our offerings from those of our competitors;
- successful integration of various elements of our complex technologies and system architectures;
- timely completion and introduction of new product designs;
- achievement of acceptable product costs;
- timely and efficient implementation of our manufacturing and assembly processes and cost reduction efforts;
- establishment of close working relationships with major customers for the design of their new wireless communications systems incorporating our products;
- development of competitive products and technologies by competitors;
- marketing and pricing strategies of our competitors with respect to competitive products; and
- market acceptance of our new products.

We cannot assure you our product or technology development efforts for communications products will be successful or any new products and technologies we develop, will achieve sufficient market acceptance. We may experience difficulties that could delay or prevent us from successfully selecting, developing, manufacturing or marketing new products or enhancements and these efforts could divert our attention and resources from other projects, and we cannot be sure that such efforts and expenditures will ultimately lead to the timely development of new offerings and technologies. Due to the design complexity of our products, we may in the future experience delays in completing the development and introduction of new products. Any delays could result in increased costs of development or deflect resources from other projects. In addition, defects may be found in our products after we begin deliveries that could result in the delay or loss of market acceptance. If we are unable to design, manufacture, integrate and market profitable new products for existing or emerging communications markets, it could materially harm our business, financial condition and results of operations, and impair the value of our common stock.

In addition, we believe that significant investments in next generation broadband satellites and associated infrastructure will be required for satellite-based technologies to compete more effectively with terrestrial-based technologies in the consumer and enterprise markets. We are constantly evaluating the opportunities and investments related to the development of these next generation broadband systems. In the event we determine to make a significant investment in the development of such next generation systems, it may require us to undertake debt financing and/or the issuance of additional equity, which could expose us to increased risks and impair the value of our common stock. In addition, if we are unable to effectively or profitably design, manufacture, integrate and market such next generation technologies, it could materially harm our business, financial condition and results of operations, and impair the value of our common stock.

Because Our Products Are Complex and Are Deployed in Complex Environments, Our Products May Have Defects that We Discover Only After Full Deployment, which Could Seriously Harm Our Business

We produce highly complex products that incorporate leading-edge technology, including both hardware and software. Software typically contains defects or programming flaws that can unexpectedly interfere with expected operations. In addition, our products are complex and are designed to be deployed across complex networks.

Because of the nature of these products, there is no assurance that our pre-shipment testing programs will be adequate to detect all defects. As a result, our customers may discover errors or defects in our hardware or software or our products may not operate as expected after they have been fully deployed. If we are unable to cure a product defect, we could experience damage to our reputation, reduced customer satisfaction, loss of existing customers and failure to attract new customers, failure to achieve market acceptance, cancellation of orders, loss of revenue, reduction in backlog and market share, increased service and warranty costs, diversion of development resources, legal actions by our customers, product returns or recalls, issuance of credit to customers and increased insurance costs. Defects, integration issues or other performance problems in our products could also result in financial or other damages to our customers. Our customers could seek damages for related losses from us, which could seriously harm our business, financial condition and results of operations. A product liability claim brought against us, even if unsuccessful, would likely be time consuming and costly. The occurrence of any of these problems would seriously harm our business, financial condition and results of operations.

We May Experience Losses from Our Fixed-Price Contracts

Approximately 91% of our revenues in fiscal year 2010 and 86% of our revenues in both fiscal years 2009 and 2008 were derived from government and commercial contracts with fixed prices. These contracts carry the risk of potential cost overruns because we assume all of the cost burden. We assume greater financial risk on fixed-price contracts than on other types of contracts because if we do not anticipate technical problems, estimate costs accurately or control costs during performance of a fixed-price contract, it may significantly reduce our net profit or cause a loss on the contract. In the past, we have experienced significant cost overruns and losses on fixed-price contracts. Because many of these contracts involve new technologies and applications and can last for years, unforeseen events, such as technological difficulties, fluctuations in the price of raw materials, problems with our suppliers and cost overruns, can result in the contractual price becoming less favorable or even unprofitable to us over time. Furthermore, if we do not meet contract deadlines or specifications, we may need to renegotiate contracts on less favorable terms, be forced to pay penalties or liquidated damages or suffer major losses if the customer exercises its right to terminate. We believe a high percentage of our contracts will be at fixed prices in the future. Although we attempt to accurately estimate costs for fixed-price contracts, we cannot assure you our estimates will be adequate or that substantial losses on fixed-price contracts will not occur in the future. If we are unable to address any of the risks described above, it could materially harm our business, financial condition and results of operations, and impair the value of our common stock.

Our Reliance on a Limited Number of Third Parties to Manufacture and Supply Our Products and the Components Contained therein Exposes Us to Various Risks

Our internal manufacturing capacity is limited and we do not intend to expand our capability in the foreseeable future. We rely on a limited number of contract manufacturers to produce our products and expect to rely increasingly on these manufacturers in the future. In addition, some components, subassemblies and services necessary for the manufacture of our products are obtained from a sole source supplier or a limited group of suppliers.

Our reliance on contract manufacturers and on sole source suppliers or a limited group of suppliers involves several risks. We may not be able to obtain an adequate supply of required components, and our control over the price, timely delivery, reliability and quality of finished products may be reduced. The process of manufacturing our products and some of our components and subassemblies is extremely complex. We have in the past experienced and may in the future experience delays in the delivery of and quality problems with products and components and subassemblies from vendors. Some of the suppliers we rely upon have relatively limited financial and other resources. Some of our vendors have manufacturing facilities in areas that may be prone to natural disasters and other natural occurrences that may affect their ability to perform and deliver under our contract. If we are not able to obtain timely deliveries of components and subassemblies of acceptable quality or if we are otherwise required to seek alternative sources of supply or to substitute alternative technology, or to manufacture our finished products or components and subassemblies internally, our ability to satisfactorily and timely complete our customer obligations could be negatively impacted which could result in reduced sales, termination of contracts and damage to our reputation and relationships with our customers. This failure could also result in a customer terminating our contract for default. A default termination could expose us to liability and have a material adverse effect on our ability to compete for future contracts and orders. In addition, a delay in our ability to obtain components and equipment parts from our suppliers may affect our ability to meet our customers' needs and may have an adverse effect upon our profitability.

The Markets We Serve Are Highly Competitive and Our Competitors May Have Greater Resources than Us

The wireless and satellite communications and secure networking industries are highly competitive and competition is increasing. In addition, because the markets in which we operate are constantly evolving and characterized by rapid technological change, it is difficult for us to predict whether, when and who may introduce new competing technologies, products or services into our markets. Currently, we face substantial competition from domestic and international wireless, satellite and terrestrial-based communications service providers in the commercial and government industries, including BAE Systems, General Dynamics, Gilat, Harris, Hughes Communications, iDirect Technologies, L-3 Communications and Rockwell Collins. Many of our competitors and potential competitors have significant competitive advantages, including strong customer relationships, more experience with regulatory compliance, greater financial and management resources, control over central communications networks and access to technologies not available to us. In addition, some of our customers continuously evaluate whether to develop and manufacture their own products and could elect to compete with us at any time. Our ability to compete may be adversely affected by limits on our capital resources and our ability to invest in maintaining and expanding our market share.

Any Failure to Successfully Integrate the WildBlue Acquisition and any Future Strategic Acquisitions Could Adversely Affect Our Business

Our future performance will depend in part on whether we can successfully integrate our recently acquired WildBlue business with our satellite services segment in an effective and efficient manner. Integrating our satellite services segment with the WildBlue business will be a complex, time-consuming and expensive process and involve a number of risks and uncertainties. In addition, in order to position ourselves to take advantage of growth opportunities, we have made, and may continue to make, other strategic acquisitions that involve significant risks and uncertainties. The risks and uncertainties relating to the WildBlue acquisition and future acquisitions include:

- the difficulty in integrating the WildBlue business and any other newly acquired businesses and operations in an efficient and effective manner;
- the challenges in achieving strategic objectives, cost savings and other benefits expected from the WildBlue acquisition and any future acquisitions;
- the risk of diverting our resources and the attention of our senior management from the operations of our business;
- additional demands on management related to the increase in the size and scope of our company following the acquisition;
- the risk that our markets do not evolve as anticipated and the technologies acquired do not prove to be those needed to be successful in those markets;
- difficulties in combining corporate cultures;
- difficulties in the assimilation and retention of key employees;
- difficulties in maintaining relationships with present and potential customers, distributors and suppliers of the acquired business;

- costs and expenses associated with any undisclosed or potential liabilities of WildBlue or any future acquired business;
- difficulties in converting the acquired business information systems to our systems;
- delays, difficulties or unexpected costs in the integration, assimilation, implementation or modification of platforms, systems, functions, technologies and infrastructure to support the combined business, as well as maintaining uniform standards, controls (including internal accounting controls), procedures and policies;
- the risk that the returns on acquisitions will not support the expenditures or indebtedness incurred to acquire such businesses or the capital expenditures needed to develop such businesses;
- the risks of entering markets in which we have less experience; and
- the risks of potential disputes concerning indemnities and other obligations that could result in substantial costs.

Mergers and acquisitions are inherently risky and subject to many factors outside of our control, and we cannot be certain that our previous or future acquisitions will be successful and will not materially adversely affect our business, operating results or financial condition. We do not know whether we will be able to successfully integrate the businesses, products, technologies or personnel that we might acquire in the future or that any strategic investments we make will meet our financial or other investment objectives. Any failure to do so could seriously harm our business, financial condition and results of operations. Even if we are able to integrate the WildBlue business or any future acquisition successfully, this integration may not result in the realization of the full benefits of synergies, cost savings, revenue enhancements, growth, operational efficiencies and other benefits that we expect. We cannot assure you that we will successfully integrate the WildBlue business or any future acquisition with our business or achieve the desired benefits from the WildBlue acquisition or any future acquisition within a reasonable period of time or at all.

Furthermore, to complete future acquisitions we may issue equity securities, incur debt, assume contingent liabilities or have amortization expenses and write-downs of acquired assets, which could cause our earnings per share to decline.

The WildBlue Business Has a History of Losses and May Continue to Experience Losses in the Future

WildBlue experienced net losses of $28.2 million for the nine months ended September 30, 2009 and $80.6 million, $126.9 million and $115.5 million for the years ended December 31, 2008, 2007 and 2006, respectively. We cannot assure you that the WildBlue business will generate net income in the future on a consistent basis or at all. We cannot estimate with any certainty whether demand for our broadband satellite services will be sufficient for us to maintain or increase the number of WildBlue subscribers. If the WildBlue business fails to achieve profitability, that failure could have a material adverse effect on our business, financial condition and results of operations.

Our Level of Indebtedness May Adversely Affect Our Ability to Operate Our Business, Remain in Compliance with Debt Covenants, React to Changes in Our Business or the Industry in which We Operate, or Prevent Us from Making Payments on Our Indebtedness

As of April 2, 2010, our total indebtedness was $347.9 million, which included $60.0 million in principal amount of outstanding borrowings under our Credit Facility, $12.9 million outstanding under standby letters of credit and $275.0 million in principal amount outstanding of the Notes. On March 23, 2010, we increased the amount of our revolving line of credit under the Credit Facility from $210.0 million to $275.0 million.

This level of indebtedness could have important consequences for you. For example, it could:

- make it more difficult for us to satisfy our debt obligations;
- increase our vulnerability to general adverse economic and industry conditions;
- impair our ability to obtain additional debt or equity financing in the future for working capital, capital expenditures, product development, satellite construction, acquisitions or general corporate or other purposes;
- require us to dedicate a material portion of our cash flows from operations to the payment of principal and interest on our indebtedness, thereby reducing the availability of our cash flows to fund working capital needs, capital expenditures, product development, satellite construction, acquisitions and other general corporate purposes;

- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a disadvantage compared to our competitors that have less indebtedness; and
- limit our ability to adjust to changing market conditions.

Any of these risks could materially impact our ability to fund our operations or limit our ability to expand our business, which could have a material adverse effect on our business, financial condition and results of operations.

We May Incur Additional Indebtedness, which Could Further Increase the Risks Associated with Our Leverage

We may incur additional indebtedness in the future, which may include financing relating to ViaSat-1, future satellites, other potential acquisitions, working capital, capital expenditures or general corporate purposes. In March 2010, we filed a universal shelf registration statement with the SEC for the future sale of an unlimited amount of debt securities, common stock, preferred stock, depositary shares, warrants and rights. The securities may be offered from time to time, separately or together, directly by us, by selling security holders, or through underwriters, dealers and agents at amounts, prices, interest rates and other terms to be determined at the time of the offering. If new indebtedness is added to our current level of indebtedness, the related risks that we now face could intensify.

We May Not Be Able to Generate Sufficient Cash to Service All of Our Indebtedness and Fund Our Working Capital and Capital Expenditures, and May Be Forced to Take Other Actions to Satisfy Our Obligations under Our Indebtedness, which May Not Be Successful

Our ability to make scheduled payments on our indebtedness will depend upon our future operating performance and on our ability to generate cash flow in the future, which is subject to general economic, financial, business, competitive, legislative, regulatory and other factors that are beyond our control. We cannot assure you that our business will generate sufficient cash flow from operations, or that future borrowings, including borrowings under our Credit Facility, will be available to us in an amount sufficient to enable us to pay our indebtedness, or to fund our other liquidity needs. If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investment and capital expenditures or to dispose of material assets or operations, seek additional equity capital or restructure or refinance our indebtedness. We may not be able to effect any such alternative measures, if necessary, on commercially reasonable terms or at all and, even if successful, such alternative actions may not allow us to meet our scheduled debt service obligations. Our Credit Facility and the indenture governing the Notes restrict our ability to dispose of assets and use the proceeds from the disposition. If we cannot make scheduled payments on our debt, we will be in default and, as a result, the lenders under our Credit Facility and the holders of the Notes could declare all outstanding principal and interest to be due and payable, the lenders under our Credit Facility could terminate their commitments to loan money and foreclose against the assets securing the borrowings under our Credit Facility, and we could be forced into bankruptcy or liquidation, which could result in you losing your investment in our company.

We May Be Unable to Refinance Our Indebtedness

We may need to refinance all or a portion of our indebtedness before maturity, including indebtedness under the indenture governing the Notes and any indebtedness under our Credit Facility. There can be no assurance that we will be able to obtain sufficient funds to enable us to repay or refinance our debt obligations on commercially reasonable terms, or at all.

Covenants in Our Debt Agreements Restrict Our Business and Could Limit Our Ability to Implement Our Business Plan

Our Credit Facility and the indenture governing the Notes contain covenants that may restrict our ability to implement our business plan, finance future operations, respond to changing business and economic conditions, secure additional financing, and engage in opportunistic transactions, such as strategic acquisitions. In addition, if we fail to satisfy the covenants contained in our Credit Facility, our ability to borrow under our Credit Facility may be restricted. Our Credit Facility and the indenture governing the Notes include covenants restricting, among other things, our ability to do the following:

- incur, assume or guarantee additional indebtedness;

- issue redeemable stock and preferred stock;
- grant or incur liens;
- sell or otherwise dispose of assets, including capital stock of subsidiaries;
- make loans and investments;
- pay dividends, make distributions or redeem or repurchase capital stock;
- enter into transactions with affiliates;
- reduce our satellite insurance; and
- consolidate or merge with or into, or sell substantially all of our assets to, another person.

In addition, our Credit Facility requires us to comply with certain financial covenants, including a maximum senior secured leverage ratio, a maximum leverage ratio and minimum interest coverage ratio. Our Credit Facility is secured by first-priority liens on substantially all the assets of the company, including the stock of our subsidiaries, and the assets of the subsidiary guarantors under the facility.

If we default under our Credit Facility or the indenture governing the Notes because of a covenant breach or otherwise, all outstanding amounts thereunder could become immediately due and payable. In the past we have violated our Credit Facility covenants and received waivers for these violations. We cannot assure you that we will be able to comply with our financial or other covenants under our Credit Facility or the indenture governing the Notes or that any covenant violations will be waived in the future. Any violation that is not waived could result in an event of default, permitting our lenders to declare outstanding indebtedness and interest thereon due and payable, and permitting the lenders under our Credit Facility to suspend commitments to make any advance or to require any outstanding letters of credit to be collateralized by an interest bearing cash account, any or all of which could have a material adverse effect on our business, financial condition and results of operations. In addition, if we fail to comply with our financial or other covenants under our Credit Facility or the indenture governing the Notes, we may need additional financing in order to service or extinguish our indebtedness. We may not be able to obtain financing or refinancing on terms acceptable to us, if at all. We cannot assure you that we would have sufficient funds to repay all the outstanding amounts under our Credit Facility or the indenture governing the Notes, and any acceleration of amounts due would have a material adverse effect on our liquidity and financial condition.

We Depend on a Limited Number of Key Employees who Would Be Difficult to Replace

We depend on a limited number of key technical, marketing and management personnel to manage and operate our business. In particular, we believe our success depends to a significant degree on our ability to attract and retain highly skilled personnel, including our Chairman and Chief Executive Officer, Mark D. Dankberg, and those highly skilled design, process and test engineers involved in the manufacture of existing products and the development of new products and processes. The competition for these types of personnel is intense, and the loss of key employees could materially harm our business and impair the value of our common stock. To the extent that the demand for qualified personnel exceeds supply, we could experience higher labor, recruiting or training costs in order to attract and retain such employees, or could experience difficulties in performing under our contracts if our needs for such employees were unmet.

Because We Conduct Business Internationally, We Face Additional Risks Related to Global Political and Economic Conditions, Changes in Regulation and Currency Fluctuations

Approximately 19% of our revenues in fiscal year 2010, 16% of our revenues in fiscal year 2009 and 18% of our revenues in fiscal year 2008 were derived from international sales. We anticipate international sales will account for an increasing percentage of our revenues over the next several years. Many of these international sales may be denominated in foreign currencies. Because we do not currently engage in, nor do we anticipate engaging in, material foreign currency hedging transactions related to international sales, a decrease in the value of foreign currencies relative to the U.S. dollar could result in losses from transactions denominated in foreign currencies. This decrease in value could also make our products less price-competitive.

There are additional risks in conducting business internationally, including:

- unexpected changes in laws, policies and regulatory requirements, including but not limited to regulations related to import-export control;
- increased cost of localizing systems in foreign countries;
- increased sales and marketing and research and development expenses;
- availability of suitable export financing;
- timing and availability of export licenses;
- imposition of taxes, tariffs, embargoes and other trade barriers;
- political and economic instability;
- fluctuations in currency exchange rates;
- compliance with a variety of international laws and U.S. laws affecting the activities of U.S. companies abroad;
- challenges in staffing and managing foreign operations;
- difficulties in managing distributors;
- potentially adverse tax consequences;
- potential difficulty in making adequate payment arrangements; and
- potential difficulty in collecting accounts receivable.

In addition, some of our customer purchase agreements are governed by foreign laws, which may differ significantly from U.S. laws. We may be limited in our ability to enforce our rights under these agreements and to collect damages, if awarded. If we are unable to address any of the risks described above, it could materially harm our business and impair the value of our common stock.

We Expect to Incur Research and Development Costs, which Could Significantly Reduce Our Profitability

Our future growth depends on penetrating new markets, adapting existing communications and networking products to new applications and introducing new communications and networking products that achieve market acceptance. Accordingly, we are actively applying our communications and networking expertise to design and develop new hardware and software products and enhance existing products. We spent $27.3 million in fiscal year 2010, $29.6 million in fiscal year 2009 and $32.3 million in fiscal year 2008 on research and development activities. We expect to continue to spend discretionary funds on research and development in the near future. The amount of funds spent on research and development projects is dependent on the amount and mix of customer-funded development, the types and the affordability of the technology being developed. Because we account for research and development as an operating expense, these expenditures will adversely affect our earnings in the near future. Our research and development program may not produce successful results, which could materially harm our business and impair the value of our common stock.

Our Ability to Protect Our Proprietary Technology Is Limited

Our success depends significantly on our ability to protect our proprietary rights to the technologies we use in our products and services. We generally rely on a combination of copyrights, patents, trademarks and trade secret laws and contractual rights to protect our intellectual property rights. We also enter into confidentiality and assignment of intellectual property agreements with our employees, consultants and corporate partners, and control access to and distribution of our proprietary information. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our products or technology. If we are unable to protect our proprietary rights adequately, our competitors could use the intellectual property we have developed to enhance their own products and services, which could materially harm our business and impair the value of our common stock. Monitoring and preventing unauthorized use of our technology is difficult. From time to time, we undertake actions to prevent unauthorized use of our technology, including sending cease and desist letters. In addition, we may be required to commence litigation to protect our intellectual property rights. If we are unsuccessful in such litigation, our rights to enforce such intellectual property may be impaired or we could lose some or all of our rights to such intellectual property. We do not know whether the steps we have taken will prevent unauthorized use of our technology, including in foreign countries where the laws may not protect our proprietary rights as extensively as in the United States. If we are unable to protect our proprietary rights, we may find ourselves at a competitive disadvantage to others who need not incur the substantial expense, time and effort required to create the innovative products. Also, we have delivered certain technical data and information to the U.S. government under procurement contracts, and it may have unlimited rights to use that technical data and information. There can be no assurance that the U.S. government will not authorize others to use that data and information to compete with us.

Our Involvement in Litigation Relating to Intellectual Property Claims May Have a Material Adverse Effect on Our Business

We may be party to intellectual property infringement claims. Regardless of the merit of these claims, intellectual property litigation can be time consuming and result in costly litigation and diversion of the attention of technical and management personnel. An adverse result in any litigation could have a material adverse effect on our business, financial condition and results of operations. Litigation may be necessary to protect our intellectual property rights and trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement or invalidity. For example, in May 2009 we and certain other equipment manufacturers were sued by Applied Signal Technology in the U.S. District Court for the Northern District of California for alleged infringement of certain patents. We have developed and maintain a portfolio of patents in the same field of technology as the plaintiff's patents, and although we intend to vigorously defend against this suit, there can be no assurance that any resolution will not be adverse to us. We may be subject to infringement, invalidity, right to use or ownership claims by third parties or claims for indemnification resulting from infringement claims in the future. Asserted claims or initiated litigation can include claims against us or our manufacturers, suppliers or customers alleging infringement of their proprietary rights with respect to our existing or future products, or components of those products. If our products are found to infringe upon the rights of third parties, we may be forced to (1) seek licenses or royalty arrangements from such third parties, (2) stop selling, incorporating or using products that included the challenged intellectual property, or (3) incur substantial costs to redesign those products that use the technology. We cannot assure you we would be able to obtain any such licenses or royalty arrangements on reasonable terms or at all or to develop redesigned products or, if these redesigned products were developed, they would perform as required or be accepted in the applicable markets.

We Rely on the Availability of Third-Party Licenses

Many of our products are designed to include software or other intellectual property licensed from third parties. It may be necessary in the future to seek or renew licenses relating to various elements of the technology used to develop these products. We cannot assure you that our existing and future third-party licenses will be available to us on commercially reasonable terms, if at all. Our inability to maintain or obtain any third-party license required to sell or develop our products and product enhancements could require us to obtain substitute technology of lower quality or performance standards, or at greater cost.

Adverse Resolution of Litigation May Harm Our Operating Results or Financial Condition

We are a party to various lawsuits and claims in the normal course of our business. Litigation can be expensive, lengthy and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict. An unfavorable resolution of a particular lawsuit could have a material adverse effect on our business, financial condition and results of operations.

Our International Sales and Operations Are Subject to Applicable Laws Relating to Trade, Export Controls and Foreign Corrupt Practices, the Violation of Which Could Adversely Affect Our Operations

We must comply with all applicable export control laws and regulations of the United States and other countries. U.S. laws and regulations applicable to us include the Arms Export Control Act, the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and the trade sanctions laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). The export of certain satellite hardware, services and technical data relating to satellites is regulated by the U.S. Department of State under ITAR. Other items are controlled for export by the U.S. Department of Commerce under the EAR. We cannot provide services to certain countries subject to U.S. trade sanctions unless we first obtain the necessary authorizations from OFAC. In addition, we are subject to the Foreign Corrupt Practices Act, which generally bars bribes or unreasonable gifts to foreign governments or officials. Violations of these laws or regulations could result in significant additional sanctions including fines, more onerous compliance requirements, more extensive debarments from export privileges or loss of authorizations needed to conduct aspects of our international business. A violation of ITAR or the other regulations enumerated above could materially adversely affect our business, financial condition and results of operations.

Changes in the Regulatory Environment Could Have a Material Adverse Impact on Our Competitive Position, Growth and Financial Performance

The provision of communications services is highly regulated. Our business is subject to the regulatory authority of the jurisdictions in which we operate, including the United States and other jurisdictions around the world. Those authorities regulate, among other things, the launch and operation of satellites, the use of radio spectrum, the licensing of earth stations and other radio transmitters, the provision of communications services, and the design, manufacture and marketing of communications systems and networking infrastructure. We cannot predict when or whether applicable laws or regulations may come into effect or change, or what the cost and time necessary to comply with such new or updated laws or regulations may be. Failure to comply with applicable laws or regulations could result in the imposition of financial penalties against us, the adverse modification or cancellation of required authorizations, or other material adverse actions.

Laws and regulations affecting the communications industry are subject to change in response to industry developments, new technology, and political considerations. Legislators and regulatory authorities in various countries are considering, and may in the future adopt, new laws, policies and regulations, as well as changes to existing regulations, regarding a variety of matters that could, directly or indirectly, affect our operations or the operations of our distribution partners, and increase the cost of providing our products and services. These changes could materially harm our business by (1) affecting our ability to obtain or retain required governmental authorizations, (2) restricting our ability to provide certain products or services, (3) restricting development efforts by us and our customers, (4) making our current products and services less attractive or obsolete, (5) increasing our operational costs, or (6) making it easier or less expensive for our competitors to compete with us. Changes in, or our failure to comply with, applicable regulations could materially harm our business and impair the value of our common stock.

Future Sales of Our Common Stock Could Lower Our Stock Price and Dilute Existing Stockholders

In March 2010, we filed a universal shelf registration statement with the SEC for the future sale of an unlimited amount of debt securities, common stock, preferred stock, depositary shares, warrants and rights. The securities may be offered from time to time, separately or together, directly by us, by selling security holders, or through underwriters, dealers or agents at amounts, prices, interest rates and other terms to be determined at the time of the offering.

We may also issue additional shares of common stock to finance future acquisitions through the use of equity. For example, during the third quarter of fiscal year 2010 we issued approximately 4.29 million shares of our common stock to the WildBlue Investors in connection with our acquisition of WildBlue, certain of which entered into lock-up agreements with us prohibiting any transfers for 60 days and restricting any transfers thereafter to daily and monthly sales limitations until November 6, 2010, subject to limited exceptions. Sales of such shares could cause our stock price to decrease. Additionally, a substantial number of shares of our common stock are available for future sale pursuant to stock options, warrants or issuance pursuant to our 1996 Equity Participation Plan of ViaSat, Inc. and the ViaSat, Inc. Employee Stock Purchase Plan. We cannot predict the size of future issuances of our common stock or the effect, if any, that future sales and issuances of shares of our common stock will have on the market price of our common stock. Sales of substantial amounts of our common stock (including shares issued upon the exercise of stock options and warrants or in connection with acquisition financing), or the perception that such sales could occur, may adversely affect prevailing market prices for our common stock. In addition, these sales may be dilutive to existing stockholders.

We Expect Our Stock Price to Be Volatile, and You May Lose All or Some of Your Investment

The market price of our common stock has been volatile in the past. For example, since April 2, 2001, the market price of our common stock has ranged from $3.91 to $36.49. Trading prices may continue to fluctuate in response to a number of events and factors, including the following:

- quarterly variations in operating results and announcements of innovations;
- new products, services and strategic developments by us or our competitors;
- developments in our relationships with our customers, distributors and suppliers;
- regulatory developments;
- changes in our revenues, expense levels or profitability;
- changes in financial estimates and recommendations by securities analysts;

- failure to meet the expectations of securities analysts;
- changes in the satellite and wireless communications and secure networking industries; and
- changes in the economy.

Any of these events may cause the market price of our common stock to fall. In addition, the stock market in general and the market prices for technology companies in particular have experienced significant volatility that often has been unrelated to the operating performance of these companies. These broad market and industry fluctuations may adversely affect the market price of our common stock, regardless of our operating performance.

Our Executive Officers and Directors Own a Large Percentage of Our Common Stock and Exert Significant Influence over Matters Requiring Stockholder Approval

As of May 21, 2010, our executive officers and directors and their affiliates beneficially owned an aggregate of approximately 13% of our common stock. Accordingly, these stockholders may be able to substantially influence all matters requiring approval by our stockholders, including the election of directors and the approval of mergers or other business combination transactions. Circumstances may arise in which the interests of these stockholders could conflict with the interests of our other stockholders. These stockholders could delay or prevent a change in control of ViaSat even if such a transaction would be beneficial to our other stockholders.

We Have Implemented Anti-Takeover Provisions that Could Prevent an Acquisition of Our Business at a Premium Price

Some of the provisions of our certificate of incorporation, our bylaws and Delaware law could discourage, delay or prevent an acquisition of our business, even if a change in control of ViaSat would be beneficial to the interests of our stockholders and was made at a premium price. These provisions:

- permit the board of directors to increase its own size and fill the resulting vacancies;
- provide for a board comprised of three classes of directors with each class serving a staggered three-year term;
- authorize the issuance of blank check preferred stock in one or more series; and
- prohibit stockholder action by written consent.

In addition, Section 203 of the Delaware General Corporation Law imposes restrictions on mergers and other business combinations between us and any holder of 15% or more of our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our worldwide headquarters are located at our Carlsbad, California campus, consisting of approximately 425,000 square feet, under leases expiring between fiscal year 2017 and fiscal year 2019. In addition to our Carlsbad campus, we have facilities consisting of (1) approximately 20,000 square feet in San Diego, California under a lease expiring in 2015, (2) approximately 63,000 square feet in Denver, Colorado under a lease expiring in 2011, (3) approximately 146,000 square feet in Duluth, Georgia under a lease expiring in 2016, (4) approximately 48,000 square feet in Germantown, Maryland under a lease expiring in 2011, (5) approximately 44,000 square feet in Gilbert, Arizona under a lease expiring in 2014 and (6) approximately 34,000 square feet in Cleveland, Ohio under a lease expiring in 2016. We also maintain offices or a sales presence in Arlington (Virginia), Boston (Massachusetts), Littleton (Colorado), Linthicum Heights (Maryland), Tampa (Florida), Norcross, (Georgia), Australia, Canada, China, India, Italy, and Switzerland, and operate seven gateway ground stations supporting our WildBlue service across the United States and Canada. Although we believe that our existing facilities are suitable and adequate for our present purposes, we anticipate operating additional regional sales offices in fiscal year 2011 and beyond. Each of our segments uses each of these facilities.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we are involved in a variety of claims, suits, investigations and proceedings arising in the ordinary course of business, including actions with respect to intellectual property claims, breach of contract claims, labor and employment claims, tax and other matters. Although claims, suits, investigations and proceedings are inherently uncertain and their results cannot be predicted with certainty, we believe that the resolution of our current pending matters will not have a material adverse effect on our business, financial condition, results of operations or liquidity. Regardless of the outcome, litigation can have an adverse impact on us because of defense costs, diversion of management resources and other factors. In addition, it is possible that an unfavorable resolution of one or more such proceedings could in the future materially and adversely affect our business, financial condition, results of operations or liquidity in a particular period.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON STOCK, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Price Range of Common Stock

Our common stock is traded on the Nasdaq Global Select Market under the symbol "VSAT." The following table sets forth, for the periods indicated, the range of high and low sales prices of our common stock as reported by Nasdaq.

	High	Low
Fiscal 2009		
First Quarter	$ 22.58	$ 19.29
Second Quarter	27.74	20.01
Third Quarter	24.43	15.42
Fourth Quarter	23.83	16.25
Fiscal 2010		
First Quarter	$ 27.36	$ 20.35
Second Quarter	28.88	23.53
Third Quarter	32.46	28.12
Fourth Quarter	35.13	26.04

As of May 21, 2010, there were 1,093 holders of record of our common stock. A substantially greater number of holders of ViaSat common stock are "street name" or beneficial holders, whose shares are held of record by banks, brokers and other financial institutions.

Dividend Policy

To date, we have neither declared nor paid any dividends on our common stock. We currently intend to retain all future earnings, if any, for use in the operation and development of our business and, therefore, do not expect to declare or pay any cash dividends on our common stock in the foreseeable future. Any future determination to pay cash dividends will be at the discretion of the Board of Directors, subject to any applicable restrictions under our debt and credit agreements, and will be dependent upon our financial condition, results of operations, capital requirements, general business condition and such other factors as the Board of Directors may deem relevant.

Issuer Purchases of Equity Securities (In thousands, except per-share amounts)

Period	Total Number of Shares Purchased(1) (in thousands)	Average Price Paid per Share(1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
January 4, 2010	252	$31.78	—	$ —
Total	252	$31.78	—	$ —

(1) On January 4, 2010, we repurchased 251,731 shares of ViaSat common stock from Intelsat USA Sales Corp (Intelsat) for $8.0 million in cash.

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ITEM 6. SELECTED FINANCIAL DATA

The following table provides our selected financial information for each of the fiscal years in the five-year period ended April 2, 2010. The data as of and for each of the fiscal years in the five-year period ended April 2, 2010 have been derived from our audited financial statements. You should consider the financial statement data provided below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes which are included elsewhere in this Annual Report.

	Fiscal Years Ended				
(In thousands, except per share data)	April 2, 2010	April 3, 2009	March 28, 2008	March 30, 2007	March 31, 2006
Statement of Income Data:					
Revenues	$ 688,080	$ 628,179	$ 574,650	$ 516,566	$ 433,823
Operating expenses:					
Cost of revenues	475,356	446,824	413,520	380,092	325,271
Selling, general and administrative	132,895	98,624	76,365	69,896	57,059
Independent research and development	27,325	29,622	32,273	21,631	15,757
Amortization of acquired intangible assets	9,494	8,822	9,562	9,502	6,806
Income from operations	43,010	44,287	42,930	35,445	28,930
Interest income (expense), net	(6,733)	954	5,155	1,741	(200)
Income before income taxes	36,277	45,241	48,085	37,186	28,730
Provision for income taxes	5,438	6,794	13,521	6,755	5,105
Net income	30,839	38,447	34,564	30,431	23,625
Less: Net (loss) income attributable to noncontrolling interest, net of tax	(297)	116	1,051	265	110
Net income attributable to ViaSat, Inc.	$ 31,136	$ 38,331	$ 33,513	$ 30,166	$ 23,515
Basic net income per share attributable to ViaSat, Inc. common stockholders	$ 0.94	$ 1.25	$ 1.11	$ 1.06	$ 0.87
Diluted net income per share attributable to ViaSat, Inc. common stockholders	$ 0.89	$ 1.20	$ 1.04	$ 0.98	$ 0.81
Shares used in computing basic net income per share	33,020	30,772	30,232	28,589	27,133
Shares used in computing diluted net income per share	34,839	31,884	32,224	30,893	28,857
Balance Sheet Data:					
Cash, cash equivalents and short-term investments	$ 89,631	$ 63,491	$ 125,219	$ 103,392	$ 36,887
Working capital	214,541	203,390	248,251	187,406	152,907
Total assets	1,293,552	622,942	551,094	483,939	363,305
Line of credit	60,000	—	—	—	—
Long-term debt, net	271,801	—	—	—	—
Other liabilities	24,395	24,718	17,290	13,273	7,625
Total ViaSat, Inc. stockholders' equity	753,005	458,748	404,140	348,795	263,298

The consolidated financial statements include the operating results of WildBlue from the date of acquisition during December 2009. Since the acquisition date, we recorded approximately $63.4 million in revenue and $0.4 million of operating income with respect to the WildBlue business in the consolidated statements of operations during fiscal year 2010. Net income for fiscal year 2010 included $8.7 million in transaction-related expenses and $2.7 million in certain post-acquisition charges recorded for restructuring costs for terminated employees related to the acquisition of WildBlue recorded in accordance with the authoritative guidance for business combination (Statement of Financial Accounting Standard (SFAS) No. 141R (SFAS 141R), "Business Combinations," / ASC 805) adopted on April 4, 2009. Net income for fiscal years 2010, 2009, 2008 and 2007 included stock-based compensation expense of approximately $12.2 million, $9.8 million, $7.1 million and $5.0 million, respectively, recorded in accordance with the authoritative guidance for share-based payments (SFAS No. 123R (SFAS 123R), "Share-Based Payment" / ASC 718) adopted on April 1, 2006 and upon our review of stock option grant procedures in fiscal year 2007.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Company Overview

We are a leading provider of advanced satellite and wireless communications and secure networking systems, products and services. We have leveraged our success developing complex satellite communication systems and equipment for the U.S. government and select commercial customers to develop end-to-end satellite network solutions for a wide array of applications and customers. Our product and systems offerings are often linked through common underlying technologies, customer applications and market relationships. We believe that our portfolio of products, combined with our ability to effectively cross-deploy technologies between government and commercial segments and across different geographic markets, provides us with a strong foundation to sustain and enhance our leadership in advanced communications and networking technologies. Our customers, including the U.S. government, leading aerospace and defense prime contractors, network integrators and communications service providers, rely on our solutions to meet their complex communications and networking requirements. In addition, following our recent acquisition of WildBlue, we are a leading provider of satellite broadband internet services in the United States.

ViaSat operates in three segments: government systems, commercial networks and satellite services.

Recent Transactions

On December 15, 2009, we consummated our acquisition of WildBlue, a leading Ka-band satellite broadband internet service provider. In connection with the acquisition, we paid approximately $442.7 million in cash and issued approximately 4.29 million shares of ViaSat common stock to the WildBlue Investors. ViaSat retained approximately $64.7 million of WildBlue's cash on hand. To finance in part the cash payment made to the WildBlue Investors, in October 2009 we issued $275.0 million in aggregate principal amount of Notes and, in December 2009, we borrowed $140.0 million under our Credit Facility. During fiscal year 2010, we increased the amount of our revolving line of credit under the Credit Facility from $85.0 million to $275.0 million.

On March 31, 2010, we and certain WildBlue Investors completed the sale of an aggregate of 6,900,000 shares of ViaSat common stock in an underwritten public offering, 3,173,962 of which were sold by us and 3,726,038 of which were sold by such WildBlue Investors. Our net proceeds from the offering were approximately $100.5 million. The shares sold by such WildBlue Investors in the offering constituted shares of our common stock issued to such WildBlue Investors in connection with our acquisition of WildBlue. We expect to use the net proceeds from the offering for general corporate purposes, which may include working capital, capital expenditures, financing costs related to the purchase, launch and operation of ViaSat-1 or any future satellite, or other potential acquisitions. On April 1, 2010, we used $80.0 million of the net proceeds to repay outstanding borrowings under the Credit Facility.

Government Systems

Our government systems segment develops and produces network-centric IP-based secure government communications systems, products and solutions, which are designed to enable the collection and dissemination of secure real-time digital information between command centers, communications nodes and air defense systems. Customers of our government systems segment include tactical armed forces, public safety first-responders and remote government employees.

The primary products and services of our government systems segment include:

- Tactical data links, including MIDS terminals for military fighter jets and their successor, MIDS-J terminals, which was approved for low-rate initial production in 2010, "disposable" weapon data links, portable small tactical terminals and digital video data links for intelligence, surveillance and reconnaissance from UAVs and ground systems,
- Information assurance products that enable military and government users to communicate information securely over networks, and that secure data stored on computers and storage devices, and
- Government satellite communication systems, including an array of portable and fixed broadband modems, terminals, network access control systems and antenna systems using a range of satellite frequency bands.

Commercial Networks

Our commercial networks segment develops and produces a variety of advanced end-to-end satellite communication systems and ground networking equipment and products that address five key market segments: consumer, enterprise, in-flight, maritime and ground mobile applications. These communication systems, networking equipment and products are generally developed through a combination of customer and discretionary internal research and development funding.

Our satellite communication systems and ground networking equipment and products cater to a wide range of domestic and international commercial customers and include:

- Consumer broadband, including next-generation satellite network infrastructure and ground terminals to access high capacity satellites,
- Antenna systems for terrestrial and satellite applications, specializing in geo-special imagery, mobile satellite communication, Ka-band gateways, and other multi-band antennas,
- Enterprise VSAT networks and products, designed to provide enterprises with broadband access to the internet or private networks,
- Mobile broadband satellite communication systems, designed for use in aircraft, seagoing vessels and high-speed trains, and
- Satellite networking systems design and technology development, including design and technology services covering all aspects of satellite communication system architecture and technology.

Satellite Services

Our satellite services segment complements our commercial networks segment by providing wholesale and retail satellite-based broadband internet services in the United States via our satellite and capacity agreements and managed network services for the satellite communication systems of our consumer, enterprise and mobile broadband customers.

The primary services offered by our satellite services segment comprise:

- Wholesale and retail broadband services, comprised of WildBlue service, which provides two-way satellite-based broadband internet access to consumers and small businesses in the United States. As of April 2, 2010, we provided WildBlue service to approximately 424,000 subscribers. In addition, following the launch of ViaSat-1, we expect to provide wholesale and retail broadband service via ViaSat-1 in the United States at speeds and volumes that provide a broadband experience that is comparable to or better than terrestrial broadband alternatives such as cable modems and DSL connections. We expect this service to become available in mid 2011. We plan to offer wholesale broadband services via ViaSat-1 to national and regional distribution partners, including retail service providers and communications companies. We plan to offer our retail service via ViaSat-1 through WildBlue,
- Mobile broadband services, comprised of global network management services for customers who use our ArcLight-based mobile satellite systems, and
- Managed broadband services, comprised of a full-service managed broadband service for everyday enterprise networking or backup protection for primary networks.

Sources of Revenues

To date, our ability to grow and maintain our revenues has depended on our ability to identify and target markets where the customer places a high priority on the technology solution, and our ability to obtain additional sizable contract awards. Due to the nature of this process, it is difficult to predict the probability and timing of obtaining awards in these markets.

Our products are provided primarily through three types of contracts: fixed-price, time-and-materials and cost-reimbursement contracts. Fixed-price contracts, which require us to provide products and services under a contract at a specified price, comprised approximately 91% of our revenues for fiscal year 2010 and 86% of our revenues for both fiscal years 2009 and 2008. The remainder of our revenue for such periods was derived from cost-reimbursement contracts (under which we are reimbursed for all actual costs incurred in performing the contract to the extent such costs are within the contract ceiling and allowable under the terms of the contract, plus a fee or profit) and from time-and-materials contracts (which reimburse us for the number of labor hours expended at an established hourly rate negotiated in the contract, plus the cost of materials utilized in providing such products or services).

Historically, a significant portion of our revenues has been derived from customer contracts that include the research and development of products. The research and development efforts are conducted in direct response to the customer's specific requirements and, accordingly, expenditures related to such efforts are included in cost of sales when incurred and the related funding (which includes a profit component) is included in revenues. Revenues for our funded research and development from our customer contracts were approximately $92.9 million or 14% of our total revenues during fiscal year 2010, $126.7 million or 20% of our total revenues during fiscal year 2009 and $112.2 million or 20% of our total revenues during fiscal year 2008.

We also incur independent research and development expenses, which are not directly funded by a third party. Independent research and development expenses consist primarily of salaries and other personnel-related expenses, supplies, prototype materials, testing and certification related to research and development programs. Independent research and development expenses were approximately 4%, 5% and 6% of revenues during fiscal years 2010, 2009 and 2008, respectively. As a government contractor, we are able to recover a portion of our independent research and development expenses pursuant to our government contracts.

Our satellite services segment revenues are primarily derived from our recently acquired WildBlue business (which provides wholesale and retail satellite-based broadband internet services in the United States) and our managed network services which complement the commercial networks segment by supporting the satellite communication systems of our enterprise and mobile broadband customers.

Executive Summary

We develop, manufacture and provide services related to satellite ground systems and other related government and commercial digital communication and networking equipment. Our products are generally highly complex and have a concept-to-market timeline of several months to several years. The development of products where customers expect state-of-the-art results requires an exceptionally talented and dedicated engineering workforce. Since inception, we have been able to attract, develop and retain engineers who support our business and customer objectives, while experiencing low turnover (relative to our industry). The consistency and depth of our engineering workforce has enabled us to develop leading edge products and solutions for our customers.

During the third quarter of fiscal year 2010, we completed the acquisition of WildBlue (see Note 9). The acquisition was accounted for as a purchase and accordingly, the consolidated financial statements include the operating results of WildBlue from the date of acquisition in our satellite services segment.

Critical Accounting Policies and Estimates

Management's Discussion and Analysis of Financial Condition and Results of Operations discusses our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. We consider the policies discussed below to be critical to an understanding of our financial statements because their application places the most significant demands on management's judgment, with financial reporting results relying on estimation about the effect of matters that are inherently uncertain. We describe the specific risks for these critical accounting policies in the following paragraphs. For all of these policies, we caution that future events rarely develop exactly as forecast, and even the best estimates routinely require adjustment.

Revenue recognition

A substantial portion of our revenues is derived from long-term contracts requiring development and delivery of complex equipment built to customer specifications. Sales related to these contracts are accounted for under authoritative guidance for the percentage-of-completion method of accounting (the American Institute of Certified Public Accountants' (AICPA) Statement of Position 81-1 (SOP 81-1), "Accounting for Performance of Construction-Type and Certain Production-Type Contracts" / ASC 605-35). Sales and earnings under these contracts are recorded either based on the ratio of actual costs incurred to date to total estimated costs expected to be incurred related to the contract or as products are shipped under the units-of-delivery method.

The percentage-of-completion method of accounting requires management to estimate the profit margin for each individual contract and to apply that profit margin on a uniform basis as sales are recorded under the contract. The estimation of profit margins requires management to make projections of the total sales to be generated and the total costs that will be incurred under a contract. These projections require management to make numerous assumptions and estimates relating to items such as the complexity of design and related development costs, performance of subcontractors, availability and cost of materials, labor productivity and cost, overhead and capital costs and manufacturing efficiency. These contracts often include purchase options for additional quantities and customer change orders for additional or revised product functionality. Purchase options and change orders are accounted for either as an integral part of the original contract or separately depending upon the nature and value of the item. For contract claims or similar items, we apply judgment in estimating the amounts and assessing the potential for realization. These amounts are only included in contract value when they can be reliably estimated and realization is considered probable. Anticipated losses on contracts are recognized in full in the period in which losses become probable and estimable. During fiscal years 2010, 2009 and 2008, we recorded losses of approximately $9.3 million, $5.4 million and $7.9 million, respectively, related to loss contracts.

Assuming the initial estimates of sales and costs under a contract are accurate, the percentage-of-completion method results in the profit margin being recorded evenly as revenue is recognized under the contract. Changes in these underlying estimates due to revisions in sales and future cost estimates or the exercise of contract options may result in profit margins being recognized unevenly over a contract as such changes are accounted for on a cumulative basis in the period estimates are revised.

We believe we have established appropriate systems and processes to enable us to reasonably estimate future cost on our programs through regular quarterly evaluations of contract costs, scheduling and technical matters by business unit personnel and management. Historically, in the aggregate, we have not experienced significant deviations in actual costs from estimated program costs, and when deviations that result in significant adjustments arise, we would disclose the related impact in Management’s Discussion and Analysis of Financial Condition and Results of Operations. However, these estimates require significant management judgment and a significant change in future cost estimates on one or more programs could have a material effect on our results of operations. A one percent variance in our future cost estimates on open fixed-price contracts as of April 2, 2010 would change our income before income taxes by approximately $0.4 million.

We also have contracts and purchase orders where revenue is recorded on delivery of products or performance of services in accordance with the authoritative guidance for revenue recognition (Staff Accounting Bulletin No. 104 (SAB 104), “Revenue Recognition” / ASC 605). Under this standard, we recognize revenue when an arrangement exists, prices are fixed and determinable, collectability is reasonably assured and the goods or services have been delivered.

We also enter into certain leasing arrangements with customers and evaluate the contracts in accordance with FASB ASC Topic 840 — Leases. Our accounting for equipment leases involves specific determinations under the authoritative guidance, which often involve complex provisions and significant judgments. In accordance with the authoritative guidance, we classify the transactions as sales type or operating leases based on (1) review for transfers of ownership of the property to the lessee by the end of the lease term, (2) review of the lease terms to determine if it contains an option to purchase the leased property for a price which is sufficiently lower than the expected fair value of the property at the date of the option, (3) review of the lease term to determine if it is equal to or greater than 75% of the economic life of the equipment and (4) review of the present value of the minimum lease payments to determine if they are equal to or greater than 90% of the fair market value of the equipment at the inception of the lease. Additionally, we consider the cancelability of the contract and any related uncertainty of collections or risk in recoverability of the lease investment at lease inception. Revenue from sales type leases is recognized at the inception of the lease or when the equipment has been delivered and installed at the customer site, if installation is required. Revenues from equipment rentals under operating leases are recognized as earned over the lease term, which is generally on a straight-line basis.

When a sale involves multiple elements, such as sales of products that include services, the entire fee from the arrangement is allocated to each respective element based on its relative fair value in accordance with the authoritative guidance for accounting for multiple element revenue arrangements (Emerging Issues Task Force 00-21 (EITF 00-21), “Accounting for Multiple Element Revenue Arrangements” / ASC 605-25), and recognized when the applicable revenue recognition criteria for each element have been met. The amount of product and service revenue recognized is impacted by our judgments as to whether an arrangement includes multiple elements and, if so, whether sufficient objective and reliable evidence of fair value exists for those elements. Changes to the elements in an arrangement and our ability to establish evidence for those elements could affect the timing of revenue recognition.

Collections in excess of revenues and deferred revenues represent cash collected from customers in advance of revenue recognition and are recorded in accrued liabilities for obligations within the next twelve months. Deferred revenues extending beyond the twelve months are recorded within other liabilities in the consolidated financial statements.

Stock-based compensation

Under the authoritative guidance for share-based payments (SFAS 123, “Share-Based Payments” / ASC 718), stock-based compensation cost is measured at the grant date based on the estimated fair value of the award and is recognized as expense ratably over the employees’ requisite service period. We use the Black-Scholes model to estimate the fair value of stock-based awards at the grant date. The Black-Scholes model requires using judgment to estimate stock price volatility, the expected option life, the risk-free interest rate, and the dividend yield, which are used to calculate fair value. Compensation expense is recognized only for those options expected to vest, with forfeitures estimated at the date of grant based on the Company’s historical experience and future expectations. To the extent actual forfeitures differ significantly from our estimates, adjustments to compensation cost may be required in future periods.

Allowance for doubtful accounts

We make estimates of the collectability of our accounts receivable based on historical bad debts, customer creditworthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. Historically, our bad debt allowances have been minimal; a contributing factor to this is that a significant portion of our sales has been to the U.S. government. Our accounts receivable balance was $176.4 million, net of allowance for doubtful accounts of $0.5 million, as of April 2, 2010, and our accounts receivable balance was $164.1 million, net of allowance for doubtful accounts of $0.4 million, as of April 3, 2009.

Warranty reserves

We provide limited warranties on our products for periods of up to five years. We record a liability for our warranty obligations when we ship the products or they are included in long-term construction contracts based upon an estimate of expected warranty costs. Amounts expected to be incurred within twelve months are classified as a current liability. For mature products, we estimate the warranty costs based on historical experience with the particular product. For newer products that do not have a history of warranty costs, we base our estimates on our experience with the technology involved and the types of failures that may occur. It is possible that our underlying assumptions will not reflect the actual experience, and in that case, we will make future adjustments to the recorded warranty obligation.

Goodwill

We account for our goodwill under authoritative guidance for goodwill and other intangible assets (SFAS 142, “Goodwill and Other Intangible Assets” / ASC 350). The guidance (SFAS 142 / ASC 350) for goodwill impairment model is a two-step process. First, it requires a comparison of the book value of net assets to the fair value of the reporting units that have goodwill assigned to them. Reporting units within our government systems, commercial networks and satellite services segments have goodwill assigned to them. If the fair value is determined to be less than book value, a second step is performed to compute the amount of the impairment. In this process, a fair value for goodwill is estimated, based in part on the fair value of the reporting unit used in the first step, and is compared to its carrying value. The shortfall of the fair value below carrying value, if any, represents the amount of goodwill impairment. We test goodwill for impairment during the fourth quarter every fiscal year and when an event occurs or circumstances change such that it is reasonably possible that an impairment may exist.

We estimate the fair values of the reporting units using discounted cash flows and other indicators of fair value such as market comparable transactions, etc. We base the forecast of future cash flows on our best estimate of the future revenues and operating costs, which we derive primarily from existing firm orders, expected future orders, contracts with suppliers, labor agreements and general market conditions. Changes in these forecasts could cause a particular reporting unit to either pass or fail the first step in the guidance (SFAS 142 / ASC 350) related to the goodwill impairment model, which could significantly influence whether a goodwill impairment needs to be recorded. We adjust the cash flow forecasts by an appropriate discount rate derived from our market capitalization plus a suitable control premium at the date of evaluation. In applying the first step, which is identification of any impairment of goodwill, no impairment of goodwill has resulted.

Property, equipment and satellites

Equipment, computers and software, furniture and fixtures, and our ViaSat-1 satellite under construction are recorded at cost, net of accumulated depreciation. Costs are capitalized as incurred and for our satellite include construction, launch and insurance. Satellite construction costs, including launch services and insurance, are generally procured under long-term contracts that provide for payments by us over the contract periods. In addition, interest expense is capitalized on the carrying value of the satellite during the construction period. Satellite construction and launch services costs are capitalized to reflect progress toward completion, which typically coincides with contract milestone payment schedules. Insurance premiums related to the satellite launch and subsequent in-orbit testing are capitalized and amortized over the estimated useful lives of the satellite. Performance incentives payable in future periods are dependent on the continued satisfactory performance of the satellite in service.

As a result of the acquisition of WildBlue on December 15, 2009, we acquired the WildBlue-1 satellite (which was placed into service in March 2007) and an exclusive prepaid lifetime capital lease of Ka-band capacity on Telesat Canada's Anik F2 satellite (which was placed into service in April 2005). The acquired assets also included the indoor and outdoor customer premise equipment (CPE) units leased to subscribers under WildBlue's retail leasing program.

Impairment of long-lived assets (property, equipment and satellites, and other assets)

In accordance with the authoritative guidance for impairment or disposal of long-lived assets (SFAS 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" / ASC 360), we assess potential impairments to our long-lived assets, including property, equipment and satellites and other assets, when there is evidence that events or changes in circumstances indicate that the carrying value may not be recoverable. We recognize an impairment loss when the undiscounted cash flows expected to be generated by an asset (or group of assets) are less than the asset's carrying value. Any required impairment loss would be measured as the amount by which the asset's carrying value exceeds its fair value, and would be recorded as a reduction in the carrying value of the related asset and charged to results of operations. No material impairments were recorded by us for fiscal years 2010, 2009 and 2008.

Income taxes and valuation allowance on deferred tax assets

Management evaluates the realizability of our deferred tax assets and assesses the need for a valuation allowance on a quarterly basis. In accordance with the authoritative guidance for income taxes (SFAS 109, "Accounting for Income Taxes" / ASC 740), net deferred tax assets are reduced by a valuation allowance if, based on all the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Management evaluates the realizability of our deferred tax assets and assesses the need for a valuation allowance on a quarterly basis. In accordance with the authoritative guidance for income taxes, net deferred tax assets are reduced by a valuation allowance if, based on all the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. Our valuation allowance of $13.1 million and $2.1 million against deferred tax assets at April 2, 2010 and April 3, 2009, respectively, relate to state net operating loss carryforwards and research credit carryforwards available to reduce state income taxes. The increase in the valuation allowance was due to the acquisition of certain deferred tax assets of WildBlue. The acquired deferred tax assets from WildBlue were recorded net of the valuation allowance.

Accruals for uncertain tax positions are provided for in accordance with the authoritative guidance for accounting for uncertainty in income taxes (Financial Accounting Standards Board (FASB) Interpretation No. 48 (FIN 48), "Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109" / ASC 740). Under the guidance, we may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The guidance addresses the derecognition of income tax assets and liabilities, classification of current and deferred income tax assets and liabilities, accounting for interest and penalties associated with tax positions, and income tax disclosures.

We are subject to income taxes in the United States and numerous foreign jurisdictions. In the ordinary course of business there are calculations and transactions where the ultimate tax determination is uncertain. In addition, changes in tax laws and regulations as well as adverse judicial rulings could adversely affect the income tax provision. We believe we have adequately provided for income tax issues not yet resolved with federal, state and foreign tax authorities. However, if these provided amounts prove to be more than what is necessary, the reversal of the reserves would result in tax benefits being recognized in the period in which we determine that provision for the liabilities is no longer necessary. If an ultimate tax assessment exceeds our estimate of tax liabilities, an additional charge to expense would result.

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Results of Operations

The following table presents, as a percentage of product, service or total revenues, income statement data for the periods indicated.

Fiscal Years Ended	April 2, 2010	April 3, 2009	March 28, 2008
Revenues:	100.0%	100.0%	100.0%
Product revenues	84.9	94.8	94.6
Service revenues	15.1	5.2	5.4
Operating expenses:			
Cost of product revenues	69.9	71.3	72.6
Cost of service revenues	64.3	67.6	60.5
Selling, general and administrative	19.3	15.7	13.3
Independent research and development	4.0	4.7	5.6
Amortization of intangible assets	1.4	1.4	1.6
Income from operations	6.3	7.1	7.5
Income before income taxes	5.3	7.2	8.4
Provision for income taxes	0.8	1.1	2.4
Net income	4.5	6.1	6.0
Net income attributable to ViaSat, Inc.	4.5	6.1	5.8

Fiscal Year 2010 Compared to Fiscal Year 2009

Product revenues

(In millions, except percentages)	Fiscal Years Ended		Dollar increase (decrease)	Percentage increase (decrease)
	April 2, 2010	April 3, 2009		
Product revenues	$584.1	$595.3	$(11.3)	(1.9)%
Percentage of total revenues	84.9%	94.8%		

Product revenues decreased from $595.3 million to $584.1 million during fiscal year 2010 when compared to fiscal year 2009. The decrease in product revenues was primarily due to lower product sales of $15.8 million in information assurance products, $14.7 million in consumer broadband products, $11.7 million in mobile broadband satellite communications systems products and $5.1 million in tactical data link products, offset by higher product sales of $13.7 million in enterprise VSAT networks and products, $10.7 million in government satellite communication systems and $9.3 million in antenna systems products.

Service revenues

(In millions, except percentages)	Fiscal Years Ended		Dollar increase (decrease)	Percentage increase (decrease)
	April 2, 2010	April 3, 2009		
Service revenues	$104.0	$32.8	$71.2	216.7%
Percentage of total revenues	15.1%	5.2%		

Service revenues increased from $32.8 million to $104.0 million during fiscal year 2010 when compared to fiscal year 2009 primarily due to the acquisition of WildBlue in December 2009 which contributed $62.5 million of service revenues in fiscal year 2010. The remainder of the service revenue increase was primarily driven by growth in our mobile broadband service revenues and approximately $5.2 million from our government satellite communication systems service sales.

Cost of product revenues

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Cost of product revenues	$408.5	$424.6	$(16.1)	(3.8)%
Percentage of product revenues	69.9%	71.3%		

Our cost of product revenues decreased from $424.6 million to $408.5 million during fiscal year 2010 when compared to fiscal year 2009 primarily due to the decreased product revenues, which caused a decrease of approximately $8.0 million in cost of product revenues. We also experienced improved product margins resulting in a further decrease in cost of product revenues of approximately $8.1 million. This improvement in margin was primarily due to product cost reductions in information assurance products, consumer broadband programs and enterprise VSAT networks in fiscal year 2010 compared to fiscal year 2009. Cost of product revenues may fluctuate in future periods depending on the mix of products sold, competition, new product introduction costs and other factors.

Cost of service revenues

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Cost of service revenues	$66.8	$22.2	$44.6	201.0%
Percentage of service revenues	64.3%	67.6%		

Our cost of service revenues increased from $22.2 million to $66.8 million during fiscal year 2010 when compared to fiscal year 2009 primarily due the service revenue increase from the acquisition of WildBlue in December 2009. The remainder of the increase in cost of service revenues was primarily driven by service revenue increases from our mobile broadband services and our government satellite communication systems services. Cost of service revenues may fluctuate in future periods depending on the mix of services provided, competition, new service introduction costs and other factors.

Selling, general and administrative expenses

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Selling, general and administrative	$132.9	$98.6	$34.3	34.7%
Percentage of total revenues	19.3%	15.7%		

The increase in selling, general and administrative (SG&A) expenses of $34.3 million during fiscal year 2010 compared to fiscal year 2009 was primarily attributable to $21.0 million in SG&A attributable to WildBlue since the date of acquisition (of which $2.7 million related to certain post-acquisition charges recorded for restructuring cost related to terminated employees), $8.7 million in transaction-related expenses incurred in connection with the WildBlue acquisition and approximately $3.8 million in new business proposal costs for new contract awards. SG&A expenses consist primarily of personnel costs and expenses for business development, marketing and sales, bid and proposal, facilities, finance, contract administration and general management. Some SG&A expenses are difficult to predict and vary based on specific government, commercial and satellite service sales opportunities.

Independent research and development

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Independent research and development	$27.3	$29.6	$(2.3)	(7.8)%
Percentage of total revenues	4.0%	4.7%		

The decrease in independent, research and development (IR&D) expenses of approximately $2.3 million reflects a year-over-year decrease in the government systems segment of $3.4 million, offset by an increase in the commercial networks segment of $1.1 million, for fiscal year 2010 when compared to fiscal year 2009. The lower IR&D expenses were principally due to a shift of some of our efforts from internal development projects to customer-funded development.

Amortization of acquired intangible assets. We amortize our acquired intangible assets from prior acquisitions over their estimated useful lives ranging from eight months to ten years. The increase in amortization was primarily due to the amortization of approximately $3.8 million related to the new intangibles acquired as a result of the WildBlue acquisition in December 2009, offset partially by a decrease in amortization due to the fact that certain acquired technology intangibles in our commercial networks segment became fully amortized over the preceding twelve months.

The expected amortization expense of amortizable acquired intangible assets for the next five fiscal years is as follows:

	Amortization (In thousands)
Expected for fiscal year 2011	$ 17,807
Expected for fiscal year 2012	16,551
Expected for fiscal year 2013	13,446
Expected for fiscal year 2014	11,705
Expected for fiscal year 2015	11,628
Thereafter	18,252
	$ 89,389

Interest income. The decrease in interest income of $0.8 million year-over-year was primarily due to lower interest rates on our investments and lower average invested cash balances during fiscal year 2010 when compared to fiscal year 2009.

Interest expense. The increase in interest expense of $6.8 million year-over-year was primarily due to interest expense on the Notes and the Credit Facility. We capitalized $8.8 million of interest expense associated with the construction of our ViaSat-1 satellite and other assets during fiscal year 2010 compared to no amounts capitalized during fiscal year 2009. The amount of such capitalized interest will depend on the carrying value of the ViaSat-1 satellite and the duration of the construction phase of the project. We expect to incur significantly more interest expense as a result of the issuance on October 22, 2009 of the Notes and will continue to capitalize additional interest related to our ViaSat-1 satellite construction project, as appropriate.

Provision for income taxes. The effective income tax rate remained flat at 15.0% in fiscal years 2010 and 2009. The provision for income taxes for fiscal year 2010 reflects the expiration of the federal research and development tax credit on December 31, 2009, and the recognition of approximately $3.5 million of previously unrecognized tax benefits due to the expiration of the statute of limitations for certain previously filed tax returns.

Our Segment Results Fiscal Year 2010 Compared to Fiscal Year 2009

Government systems segment

Revenues

	Fiscal Years Ended		Dollar increase	Percentage increase
(In millions, except percentages)	April 2, 2010	April 3, 2009	(decrease)	(decrease)
Revenues	$385.2	$388.7	$(3.5)	(0.9)%

The revenue decrease in our government systems segment was primarily due to lower sales of $16.4 million in information assurance products, primarily due to delayed awards caused by the timing of government funding for a number of customers and $4.3 million in tactical data link products, offset by higher sales of $15.9 million in our government satellite communication systems and higher sales of approximately $1.3 million spread across various other products.

Segment operating profit

	Fiscal Years Ended		Dollar increase	Percentage increase
(In millions, except percentages)	April 2, 2010	April 3, 2009	(decrease)	(decrease)
Segment operating profit	$55.7	$57.0	$(1.3)	(2.3)%
Percentage of segment revenues	14.5%	14.7%		

Our government systems segment operating profit decreased $1.3 million during fiscal year 2010 when compared to fiscal year 2009, primarily due to higher new business proposal costs for new contract awards of approximately $5.5 million offset by lower IR&D costs of approximately $3.4 million.

Commercial networks segment

Revenues

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Revenues	$227.1	$230.8	$(3.7)	(1.6)%

Our commercial networks segment revenue decrease was mainly due to a reduction in product sales of $15.7 million from our consumer broadband products, partially due to ViaSat no longer selling equipment to WildBlue as a customer following our acquisition of WildBlue and $11.8 million from our mobile broadband satellite communication systems products. These decreases were offset by higher product sales of $13.5 million from our enterprise VSAT networks and $9.4 million from our antenna systems products.

Segment operating profit

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Segment operating profit	$6.1	$0.1	$6.0	9,568.3%
Percentage of segment revenues	2.7%	0.0%		

Our commercial networks segment operating profit increased in fiscal year 2010 when compared to fiscal year 2009, primarily due to product cost decreases resulting in higher product margin contributions of approximately $4.9 million, mainly from our consumer broadband products and our enterprise VSAT networks products, and a $3.2 million decrease in selling, support and new business proposal costs, offset by a $1.1 million increase in IR&D costs.

Satellite services segment

Revenues

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar increase (decrease)	Percentage increase (decrease)
Revenues	$75.8	$8.7	$67.1	771.9%

The increase in our satellite services segment revenue in fiscal year 2010 when compared to fiscal year 2009 was primarily due to the acquisition of WildBlue in December 2009 which contributed $63.4 million of revenues in fiscal year 2010. The remainder of the revenue increase was primarily driven by growth in our mobile broadband services revenues.

Segment operating loss

(In millions, except percentages)	Fiscal Years Ended April 2, 2010	Fiscal Years Ended April 3, 2009	Dollar (increase) decrease	Percentage (increase) decrease
Segment operating loss	$ (9.3)	$ (4.0)	$(5.3)	(133.9)%
Percentage of segment revenues	(12.3)%	(45.8)%		

The increase in our satellite services segment operating loss of $5.3 million in fiscal year 2010 when compared to fiscal year 2009 was primarily due to approximately $8.7 million in transaction-related expenses incurred in connection with the WildBlue acquisition and $21.0 million in SG&A expenses incurred by WildBlue during fiscal year 2010 since the date of acquisition (of which $2.7 million was related to certain post-acquisition charges recorded for restructuring costs related to terminated employees), offset by WildBlue revenues and related product contributions of $25.5 million.

Fiscal Year 2009 Compared to Fiscal Year 2008

Product revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Product revenues	$595.3	$543.5	$51.9	9.5%
Percentage of total revenues	94.8%	94.6%		

Product revenues increased from $543.5 million in fiscal year 2008 to $595.3 million during fiscal year 2009. The increase was primarily related to higher sales of $45.5 million in information assurance products, $29.6 million in government satellite communication systems, $19.2 million in mobile broadband satellite communication systems programs and $6.0 million in video data link systems, offset by a decrease in sales of $34.0 million in consumer broadband products sales, $10.8 million in tactical data link products, $2.2 million in enterprise VSAT networks and product sales and a decrease of $1.1 million in sales from our majority-owned subsidiary, TrellisWare.

Service revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Service revenues	$32.8	$31.2	$1.7	5.3%
Percentage of total revenues	5.2%	5.4%		

Service revenue increased from $31.2 million in fiscal year 2008 to $32.8 million during fiscal year 2009 primarily derived from service arrangements supporting both the mobile broadband and managed broadband service markets in our satellite services segment.

Cost of product revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Cost of product revenues	$424.6	$394.7	$30.0	7.6%
Percentage of product revenues	71.3%	72.6%		

The increase in cost of product revenues from $394.7 million during fiscal year 2008 to $424.6 million in fiscal year 2009 was primarily due to our increased product revenues year-over-year, resulting in increased cost of product revenue of approximately $37.7 million offset by a slight year-over-year decrease in cost of product revenues as a percentage of product revenues from 72.6% to 71.3%, reducing the cost of product revenues by approximately $7.7 million. This improvement was due to product cost reductions in our government satellite communication systems programs, offset by an increase in product cost of revenues in our consumer broadband development programs in fiscal year 2009 compared to fiscal year 2008. Product cost of revenues for fiscal years 2009 and 2008 included approximately $2.5 million and $1.8 million, respectively, in stock-based compensation expense.

Cost of service revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Cost of service revenues	$22.2	$18.9	$3.4	17.8%
Percentage of service revenues	67.6%	60.5%		

The increase in cost of service revenues from $18.9 million during fiscal year 2008 to $22.2 million in fiscal year 2009 was primarily due to a year-over-year increase in cost of service revenues as a percentage of service revenues from 60.5% to 67.6% resulting in higher cost of service revenue of approximately $2.3 million. This was due to lower margins in both our mobile broadband services and managed broadband service markets.

Selling, general and administrative expenses

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Selling, general and administrative	$98.6	$76.4	$22.3	29.1%
Percentage of revenues	15.7%	13.3%		

The increase in SG&A expenses in fiscal year 2009 compared to fiscal year 2008 was primarily attributable to higher selling and new business proposal costs of approximately $4.1 million for new contract awards, increased support costs related to business growth of approximately $14.4 million, increased support costs related to our ViaSat-1 satellite of $2.1 million and an increase of approximately $1.6 million in stock-based compensation expense.

Independent research and development

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Independent research and development	$29.6	$32.3	$(2.7)	(8.2)%
Percentage of revenues	4.7%	5.6%		

The year-over-year decrease in IR&D expenses of approximately $2.7 million reflects a year-over-year decrease in our commercial networks segment of $4.8 million for fiscal year 2009 when compared to fiscal year 2008, offset by an increase in our government systems segment of $2.2 million. The lower IR&D expenses were principally due to a shift of some of our efforts from internal development projects to customer-funded development.

Amortization of intangible assets. The intangible assets from prior acquisitions are being amortized over estimated useful lives ranging from eight months to ten years. The amortization of intangible assets will decrease each year as the intangible assets with shorter lives become fully amortized.

Interest income. Interest income decreased to $1.5 million for fiscal year 2009 from $5.7 million for fiscal year 2008 due to lower interest rates on our investments and lower average invested cash balances during year-over-year.

Interest expense. Interest expense decreased slightly to $0.5 million for fiscal year 2009 from $0.6 million for fiscal year 2008. Commitment fees on our line of credit availability remained substantially the same for each period. We had no outstanding borrowings under our line of credit at April 3, 2009 and March 28, 2008.

Provision for income taxes. The decrease in the effective income tax rate from 15.0% in fiscal year 2009 compared to 28.1% in fiscal year 2008 was primarily due to increased federal tax credits in fiscal year 2009 as the federal research credit in fiscal year 2009 included fifteen months of the credit compared to only nine months in fiscal year 2008 as a result of the October 2008 reinstatement of the credit retroactively from January 1, 2008.

Our Segment Results Fiscal Year 2009 Compared to Fiscal Year 2008

Government systems segment

Revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Revenues	$388.7	$319.5	$69.1	21.6%

Our year-over-year government systems segment revenues increased primarily due to higher customer awards of $407.3 million during fiscal year 2009 compared to $306.2 million in fiscal year 2008, and the conversion of a portion of those awards into revenues. The $69.1 million revenue increase was generated from higher product sales of information assurance products of $45.5 million, next generation military satellite communication systems of $29.6 million and video data link systems of $6.0 million, offset by a revenue decrease of $10.8 million in next generation tactical data link development and a $1.1 million revenue decrease from our majority-owned subsidiary TrellisWare.

Segment operating profit

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Segment operating profit	$57.0	$45.8	$11.2	24.5%
Percentage of segment revenues	14.7%	14.3%		

Government systems segment operating profits increased in fiscal year 2009 when compared to fiscal year 2008 primarily due to increased revenues and related product contributions of $27.7 million, offset by $14.3 million in higher selling, support and new business proposal costs, and a $2.2 million increase in IR&D costs.

Commercial networks segment

Revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Revenues	$230.8	$248.3	$(17.5)	(7.0)%

The decrease in our commercial networks segment fiscal year 2009 revenues compared to fiscal year 2008 primarily resulted from reduced consumer broadband products revenues of $34.0 million and a $2.2 million revenue reduction from enterprise VSAT networks and products, offset by a $19.2 million revenue increase from our mobile satellite systems programs.

Segment operating profit

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Segment operating profit	$ 0.1	$ 9.8	$(9.7)	(99.4)%
Percentage of segment revenues	0.0%	3.9%		

Our commercial networks segment operating profit decreased in fiscal year 2009 from fiscal year 2008 primarily due to higher selling, support and new business proposal costs of $6.0 million. We also experienced operating profit decreases due to the addition of certain consumer product programs for next generation broadband equipment yielding lower margins compared to prior year. These operating profit decreases were slightly offset by better program performance in our antenna systems products group totaling approximately $1.8 million and in our mobile satellite systems programs totaling approximately $1.7 million.

Satellite services segment

Revenues

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar increase (decrease)	Percentage increase (decrease)
Revenues	$ 8.7	$ 6.8	$1.9	27.6%

Our satellite services segment experienced a slight revenue increase year-over-year. These revenues were primarily derived from service arrangements supporting both the mobile broadband and enterprise managed networks services markets.

Segment operating loss

(In millions, except percentages)	Fiscal Years Ended April 3, 2009	Fiscal Years Ended March 28, 2008	Dollar (increase) decrease	Percentage (increase) decrease
Segment operating loss	$ (4.0)	$ (2.9)	$(1.1)	(39.5)%
Percentage of segment revenues	(45.8)%	(41.8)%		

The increase in satellite services segment operating losses of $1.1 million in fiscal year 2009 when compared to fiscal year 2008 was primarily driven by a $2.1 million increase in legal and support costs related to our ViaSat-1 satellite, offset by approximately $1.0 million in contributions from satellite services segment revenue growth, net of cost of revenues.

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Backlog

As reflected in the table below, both funded and firm backlog increased during fiscal year 2010, primarily due to some expected large contract awards that we began pursuing in fiscal year 2009 and for which negotiations were completed in fiscal year 2010.

	April 2, 2010	April 3, 2009
	(In millions)	
Firm backlog		
Government Systems segment	$ 217.8	$ 225.6
Commercial Networks segment	283.5	238.7
Satellite Services segment	27.5	10.3
Total	$ 528.8	$ 474.6
Funded backlog		
Government Systems segment	$ 210.0	$ 209.1
Commercial Networks segment	283.5	187.1
Satellite Services segment	27.5	10.3
Total	$ 521.0	$ 406.5
Contract options	$ 27.3	$ 25.6

The firm backlog does not include contract options. Of the $528.8 million in firm backlog, approximately $327.5 million is expected to be delivered in fiscal year 2011, and the balance is expected to be delivered in fiscal year 2012 and thereafter. We include in our backlog only those orders for which we have accepted purchase orders.

Our total new awards were $766.2 million, $728.4 million and $560.0 million for fiscal years 2010, 2009 and 2008, respectively. New contract awards in fiscal year 2010 were a record for us.

Backlog is not necessarily indicative of future sales. A majority of our contracts can be terminated at the convenience of the customer. Orders are often made substantially in advance of delivery, and our contracts typically provide that orders may be terminated with limited or no penalties. In addition, purchase orders may present product specifications that would require us to complete additional product development. A failure to develop products meeting such specifications could lead to a termination of the related contract.

Firm backlog amounts as presented are comprised of funded and unfunded components. Funded backlog represents the sum of contract amounts for which funds have been specifically obligated by customers to contracts. Unfunded backlog represents future amounts that customers may obligate over the specified contract performance periods. Our customers allocate funds for expenditures on long-term contracts on a periodic basis. Our ability to realize revenues from contracts in backlog is dependent upon adequate funding for such contracts. Although we do not control the funding of our contracts, our experience indicates that actual contract fundings have ultimately been approximately equal to the aggregate amounts of the contracts.

Liquidity and Capital Resources

Overview

We have financed our operations to date primarily with cash flows from operations, bank line of credit financing, debt financing and equity financing. During fiscal year 2010, we generated $432.1 million of net cash from financing activities, which included net proceeds from a public offering of our common stock, the issuance of the Notes and additional borrowings under our Credit Facility. The general cash needs of our government systems, commercial networks and satellite services segments can vary significantly and depend on the type and mix of contracts in backlog (i.e., product or service, development or production, and timing of payments), the quality of the customer (i.e., government or commercial, domestic or international), the duration of the contract and the timing of payment of capital expenditures (e.g. milestones under our satellite construction and launch contracts). In addition, primarily within our government systems and commercial networks segments, program performance significantly impacts the timing and amount of cash flows. If a program is performing and meeting its contractual requirements, then the cash flow requirements are usually lower. The cash needs of the government systems segment tend to be more a function of the type of contract rather than customer quality. Also, U.S. government procurement regulations tend to restrict the timing of cash payments on the contract. In the commercial networks and satellite services segments, our cash needs are driven primarily by the quality of the customer and the type of contract. The quality of the customer can affect the specific contract cash flow and whether financing instruments are required by the customer. In addition, the commercial networks and satellite services financing environments tend to provide for more flexible payment terms with customers, including advance payments.

Cash provided by operating activities in fiscal year 2010 was $112.5 million as compared to cash provided by operating activities in fiscal year 2009 of $61.9 million. The increase of $50.6 million in cash provided by operating activities in fiscal year 2010 as compared to fiscal year 2009 was primarily attributed to a year-over-year net decrease in cash used for net operating assets of $25.3 million and higher earnings after the effect of non-cash add-backs of approximately $25.3 million, which were mainly comprised of depreciation and deferred income taxes. The net operating asset decrease was predominantly due to an increase in our collections in excess of revenues included in accrued liabilities, which increased $13.8 million from the prior fiscal year-end, prior to the effect of the WildBlue acquisition. Collections in excess of revenues increased in fiscal year 2010 due to the timing of certain larger development projects milestones billings on programs in our government systems segment and commercial networks segment.

Cash used in investing activities in fiscal year 2010 was $519.0 million as compared to cash used in investing activities in fiscal year 2009 of $126.1 million. The increase in cash used in investing activities was primarily related to $378.0 million of net cash used for the acquisition of WildBlue, as well as an increase of approximately $17.0 million for capital expenditures for other equipment and new CPE units. Our payments for the construction of ViaSat-1 were consistent with the prior year at approximately $93.7 million in fiscal year 2010 compared to approximately $93.4 million in fiscal year 2009.

Cash provided by financing activities for fiscal year 2010 was $432.1 million as compared to $3.2 million for fiscal year 2009. The approximate $428.9 million increase in cash inflows for fiscal year 2010 compared to fiscal year 2009 was primarily related to the $271.6 million in proceeds, net of issue discount, from issuance of the Notes in October 2009, $60.0 million in proceeds from borrowings under our Credit Facility, and $100.5 million in net proceeds from a public offering of common stock in March 2010. These cash inflows were offset by the payment of debt issuance costs of $12.8 million and the repurchase of 251,731 shares of ViaSat common stock from Intelsat for approximately $8.0 million. In addition, cash provided by financing activities for both periods included cash received from stock option exercises and employee stock purchase plan purchases, offset by the repurchase of common stock related to net share settlement of certain employee tax liabilities in connection with the vesting of restricted stock unit awards.

Satellite-related activities

In January 2008, we entered into several agreements with Space Systems/Loral, Inc. (SS/L), Loral Space & Communications, Inc. (Loral) and Telesat Canada related to our anticipated high-capacity satellite system. Under the satellite construction contract with SS/L, we purchased ViaSat-1, a new high-capacity Ka-band spot-beam satellite designed by us and currently under construction by SS/L for approximately $209.1 million, subject to purchase price adjustments based on satellite performance. The total cost of the satellite is $246.0 million, but, as part of the satellite purchase arrangements, Loral executed a separate contract with SS/L whereby Loral is purchasing the Canadian beams on the ViaSat-1 satellite for approximately $36.9 million (15% of the total satellite cost). We have entered into a beam sharing agreement with Loral, whereby Loral has agreed to reimburse us for 15% of the total costs associated with launch and launch insurance, which is estimated to be approximately $20.3 million, and in-orbit insurance and satellite operating costs post launch.

In November 2008, we entered into a launch services agreement with Arianespace to procure launch services for ViaSat-1 at a cost estimated to be $107.8 million, depending on the mass of the satellite at launch. In March 2009, we substituted ILS International Launch Services, Inc. (ILS) for Arianespace as the primary provider of launch services for ViaSat-1 and, accordingly, we entered into a contract for launch services with ILS to procure launch services for ViaSat-1 at an estimated cost of approximately $80.0 million, subject to certain adjustments, resulting in a net savings of approximately $20.0 million.

On May 7, 2009, we entered into an Amended and Restated Launch Services Agreement with Arianespace. Under the terms of the Amended and Restated Launch Services Agreement, Arianespace has agreed to perform certain launch services to maintain the launch capability for ViaSat-1, should the need arise, or for launch services of a future ViaSat satellite launch prior to December 2015. This amendment and restatement also provides for certain cost adjustments depending on fluctuations in foreign currencies, mass of the satellite launched and launch period timing.

The projected total cost of the ViaSat-1 project, including the satellite, launch, insurance and related gateway infrastructure, through in-service of the satellite is estimated to be approximately $400.0 million, excluding capitalized interest, and will depend on the timing of the gateway infrastructure roll-out, among other things. However, we anticipate capitalizing certain amounts of interest expense related to our outstanding borrowings in connection with our capital projects under construction, such as construction of ViaSat-1 and other assets. We continually evaluate alternative strategies that would limit our total required investment. We believe we have adequate sources of funding for the project, which includes our cash on hand, the cash we expect to generate from operations over the next few years, and additional borrowing ability based on our financial position and debt leverage ratio. We believe this provides us flexibility to execute this project in an appropriate manner and/or obtain outside equity under terms that we consider reasonable.

Senior notes due 2016

On October 22, 2009, we issued $275.0 million in principal amount of Notes in a private placement to institutional buyers. The Notes were exchanged in May 2010 for substantially identical Notes that had been registered with the SEC. The Notes bear interest at the rate of 8.875% per year, payable semi-annually in cash in arrears, which interest payments commenced in March 2010. The Notes were issued with an original issue discount of 1.24%, or $3.4 million. The Notes are recorded as long-term debt, net of original issue discount, in our consolidated financial statements. The original issue discount and deferred financing cost associated with the issuance of the Notes are amortized to interest expense over the term of the Notes.

The Notes are guaranteed on an unsecured senior basis by each of our existing and future subsidiaries that guarantees the Credit Facility. The Notes and the guarantees are our and the guarantors' general senior unsecured obligations and rank equally in right of payment with all of their existing and future unsecured unsubordinated debt. The Notes and the guarantees are effectively junior in right of payment to their existing and future secured debt, including under the Credit Facility (to the extent of the value of the assets securing such debt), are structurally subordinated to all existing and future liabilities (including trade payables) of our subsidiaries that are not guarantors of the Notes, and are senior in right of payment to all of their existing and future subordinated indebtedness.

The indenture governing the Notes limits, among other things, our and our restricted subsidiaries' ability to: incur, assume or guarantee additional debt; issue redeemable stock and preferred stock; pay dividends, make distributions or redeem or repurchase capital stock; prepay, redeem or repurchase subordinated debt; make loans and investments; grant or incur liens; restrict dividends, loans or asset transfers from restricted subsidiaries; sell or otherwise dispose of assets; enter into transactions with affiliates; reduce our satellite insurance; and consolidate or merge with, or sell substantially all of their assets to, another person.

Prior to September 15, 2012, we may redeem up to 35% of the Notes at a redemption price of 108.875% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to the redemption date, from the net cash proceeds of specified equity offerings. We may also redeem the Notes prior to September 15, 2012, in whole or in part, at a redemption price equal to 100% of the principal amount thereof plus the applicable premium and any accrued and unpaid interest, if any, thereon to the redemption date. The applicable premium is calculated as the greater of: (i) 1.0% of the principal amount of such Notes and (ii) the excess, if any, of (a) the present value at such date of redemption of (1) the redemption price of such Notes on September 15, 2012 plus (2) all required interest payments due on such Notes through September 15, 2012 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the treasury rate (as defined under the indenture) plus 50 basis points, over (b) the then-outstanding principal amount of such Notes. The Notes may be redeemed, in whole or in part, at any time during the twelve months beginning on September 15, 2012 at a redemption price of 106.656%, during the twelve months beginning on September 15, 2013 at a redemption price of 104.438%, during the twelve months beginning on September 15, 2014 at a redemption price of 102.219%, and at any time on or after September 12, 2015 at a redemption price of 100%, in each case plus accrued and unpaid interest, if any, thereon to the redemption date.

In the event a change of control occurs (as defined under the indenture), each holder will have the right to require us to repurchase all or any part (equal to $2,000 or larger integral multiples of $1,000) of such holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In connection with the private placement of the Notes, we entered into a registration rights agreement with the initial purchasers in which we agreed to file a registration statement with the SEC to permit the holders to exchange or resell the Notes. We agreed to use commercially reasonable efforts to consummate an exchange offer within 365 days after the issuance of the Notes or, under certain circumstances, to prepare and file a shelf registration statement to cover the resale of the Notes. If we did not comply with certain of our obligations under the registration rights agreement, the registration rights agreement provided that additional interest would accrue on the principal amount of the Notes at a rate of 0.25% per annum during the 90-day period immediately following such default and would increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event would the penalty rate exceed 1.00% per annum. In accordance with the registration rights agreement, we consummated the exchange offer on May 24, 2010. Accordingly, we have no obligation to pay additional interest on the Notes.

Credit Facility and liquidity

We invest our cash in excess of current operating requirements in short-term, interest-bearing, investment-grade securities. At April 2, 2010, we had $89.6 million in cash and cash equivalents, $214.5 million in working capital and $60.0 million in principal amount of outstanding borrowings under our Credit Facility. At April 3, 2009, we had $63.5 million in cash and cash equivalents, $203.4 million in working capital and no outstanding borrowings under our Credit Facility. Our cash and cash equivalents are held in accounts managed by third party financial institutions. To date, we have experienced no loss of access to our cash equivalents; however, there can be no assurance that access to our cash and cash equivalents will not be impacted by adverse conditions in the financial markets.

The Credit Facility, as amended, provides a revolving line of credit of $275.0 million (including up to $35.0 million of letters of credit), which matures on July 1, 2012. Borrowings under the Credit Facility bear interest, at our option, at either (1) the highest of the Federal Funds rate plus 0.50%, Eurodollar rate plus 1.00% or the administrative agent's prime rate as announced from time to time, or (2) at the Eurodollar rate plus, in the case of each of (1) and (2), an applicable margin that is based on the ratio of our debt to earnings before interest, taxes, depreciation and amortization (EBITDA). At April 2, 2010, the effective interest rate on our outstanding borrowings under the Credit Facility was 4.75%. We have capitalized certain amounts of interest expense on our Credit Facility in connection with the construction of ViaSat-1 and other assets. The Credit Facility is guaranteed by certain of our domestic subsidiaries and collateralized by substantially all of our respective assets.

At April 2, 2010, we had $60.0 million in principal amount of outstanding borrowings under the Credit Facility and $12.9 million outstanding under standby letters of credit, leaving borrowing availability under the Credit Facility of $202.1 million.

The Credit Facility contains financial covenants regarding a maximum leverage ratio, a maximum senior secured leverage ratio and a minimum interest coverage ratio. In addition, the Credit Facility contains covenants that restrict, among other things, our ability to sell assets, make investments and acquisitions, make capital expenditures, grant liens, pay dividends and make certain other restricted payments. On December 14, 2009, we amended the Credit Facility to clarify the calculation of EBITDA following the completion of the WildBlue acquisition. On March 15, 2010, we further amended the Credit Facility to, among other things, (1) increase the aggregate amount of letters of credit that may be issued from $25.0 million to $35.0 million, (2) permit ViaSat to request an increase in the revolving loan commitment under the Credit Facility of up to $90.0 million, (3) increase the basket for permitted indebtedness for capital lease obligations from $10.0 million to $50.0 million, (4) increase the maximum permitted leverage ratio and senior secured leverage ratio, (5) decrease the minimum permitted interest coverage ratio, and (6) increase certain baskets under the Credit Facility for permitted investments and capital expenditures. On March 23, 2010, we increased the amount of our revolving line of credit under the Credit Facility from $210.0 million to $275.0 million.

To further enhance our liquidity position, we may obtain additional financing, which could consist of debt, convertible debt or equity financing from public and/or private capital markets. In March 2010, we filed a universal shelf registration statement with the SEC for the future sale of an unlimited amount of debt securities, common stock, preferred stock, depositary shares, warrants and rights. The securities may be offered from time to time, separately or together, directly by us, by selling security holders, or through underwriters, dealers or agents at amounts, prices, interest rates and other terms to be determined at the time of the offering.

On March 31, 2010, we and certain WildBlue Investors completed the sale of an aggregate of 6,900,000 shares of ViaSat common stock in an underwritten public offering, 3,173,962 of which were sold by us and 3,726,038 of which were sold by such WildBlue Investors. Our net proceeds from the offering were approximately $100.5 million. The shares sold by WildBlue Investors in the offering constituted shares of our common stock issued to such WildBlue Investors in connection with our acquisition of WildBlue. We expect to use the net proceeds from the offering for general corporate purposes, which may include working capital, capital expenditures, financing costs related to the purchase, launch and operation of ViaSat-1 or any future satellite, or other potential acquisitions. On April 1, 2010, we used $80.0 million of the net proceeds to repay outstanding borrowings under the Credit Facility.

Our future capital requirements will depend upon many factors, including the timing and amount of cash required for the ViaSat-1 satellite project pursuant to our contractual commitments, other future broadband satellite projects we may engage in, expansion of our research and development and marketing efforts, and the nature and timing of orders. Additionally, we will continue to evaluate possible acquisitions of, or investments in complementary businesses, products and technologies which may require the use of cash. We believe that our current cash balances and net cash expected to be provided by operating activities along with availability under our Credit Facility will be sufficient to meet our anticipated operating requirements for at least the next twelve months.

Contractual Obligations

The following table sets forth a summary of our obligations at April 2, 2010:

	Total	For the Fiscal Years Ending 2011	2012-2013 (In thousands)	2014-2015	Thereafter
Operating leases and satellite capacity agreements	$ 133,502	$ 25,321	$ 43,414	$ 39,147	$ 25,620
The Notes (1)	432,624	24,406	48,813	48,813	310,592
Line of credit	60,000	—	60,000	—	—
Standby letters of credit	12,946	12,534	412	—	—
Purchase commitments including satellite-related agreements	439,838	219,196	37,939	148,483	34,220
Total	$ 1,078,910	$ 281,457	$ 190,578	$ 236,443	$ 370,432

(1) Includes total interest payments on the Notes of $24.4 million in fiscal year 2011, $48.8 million in fiscal 2012-2013, $48.8 million in fiscal 2014-2015 and $35.6 million thereafter.

We purchase components from a variety of suppliers and use several subcontractors and contract manufacturers to provide design and manufacturing services for our products. During the normal course of business, we enter into agreements with subcontractors, contract manufacturers and suppliers that either allow them to procure inventory based upon criteria defined by us or that establish the parameters defining our requirements. We have also entered into agreements with suppliers for the construction, operation and launch of ViaSat-1.

In addition, we have contracted for an additional launch which can be used as a back-up launch for ViaSat-1 or for a future satellite. In certain instances, these agreements allow us the option to cancel, reschedule and adjust our requirements based on our business needs prior to firm orders being placed. Consequently, only a portion of our reported purchase commitments arising from these agreements are firm, non-cancelable and unconditional commitments.

Our consolidated balance sheets included $24.4 million and $24.7 million of “other liabilities” as of April 2, 2010 and April 3, 2009, respectively, which primarily consists of our long-term warranty obligations, deferred lease credits, long-term portion of deferred revenue and long-term unrecognized tax position liabilities. These remaining liabilities have been excluded from the above table as the timing and/or the amount of any cash payment is uncertain. See Note 8 of the notes to consolidated financial statements for additional information regarding our income taxes and related tax positions and Note 13 for a discussion of our product warranties.

Certain Relationships and Related-Party Transactions

For a discussion of “Certain Relationships and Related-Party Transactions,” see Note 16 of the notes to our consolidated financial statements, which we incorporate herein by reference.

Off-Balance Sheet Arrangements

We had no material off-balance sheet arrangements at April 2, 2010 as defined in Regulation S-K Item 303(a)(4) other than as discussed under Contractual Obligations above or disclosed in the notes to our consolidated financial statements included in this report.

Recent Authoritative Guidance

In June 2009, the FASB issued authoritative guidance which amends the consolidation guidance applicable to variable interest entities SFAS 167, “Amendments to FASB Interpretation No. 46R” (SFAS 167). The guidance will affect the overall consolidation analysis under the current authoritative guidance for consolidation of variable interest entities (FIN 46R / ASC 810) and is effective for us as of the beginning of the first quarter of fiscal year 2011. We are currently evaluation the impact that the guidance may have on our consolidated financial statements and disclosures.

In October 2009, the FASB issued authoritative guidance for revenue recognition with multiple deliverables (EITF 08-1, “Revenue Arrangements with Multiple Deliverables”). This new guidance impacts the determination of when the individual deliverables included in a multiple-element arrangement may be treated as separate units of accounting. Additionally, this guidance modifies the manner in which the transaction consideration is allocated across the separately identified deliverables by no longer permitting the residual method of allocating arrangement consideration. This guidance will be effective for us beginning in the first quarter of fiscal year 2012, however early adoption is permitted. The revised guidance is not expected to have a material impact on our consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk

Our financial instruments consist of cash and cash equivalents, trade accounts receivable, accounts payable, and short-term and long-term obligations, including the Credit Facility and the Notes. We consider investments in highly liquid instruments purchased with a remaining maturity of 90 days or less at the date of purchase to be cash equivalents. As of April 2, 2010, we had $60.0 million and $275.0 million in principal amount of outstanding borrowings under our Credit Facility and Notes, respectively, and we held no short-term investments. Our exposure to market risk for changes in interest rates relates primarily to borrowings under our Credit Facility, cash equivalents, short-term investments and short-term obligations, as our Notes bear interest at a fixed rate.

The primary objective of our investment activities is to preserve principal while at the same time maximizing the income we receive from our investments without significantly increasing risk. To minimize this risk, we maintain a significant portion of our cash balance in money market funds. In general, money market funds are not subject to interest rate risk because the interest paid on such funds fluctuates with the prevailing interest rate. Our cash and cash equivalents earn interest at variable rates. Given recent declines in interest rates, our interest income has been and may continue to be negatively impacted. Fixed rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. If the underlying weighted average interest rate on our cash and cash equivalents, assuming balances remain constant over a year, changed by 50 basis points, interest income would have increased or decreased by approximately $0.3 million. Because our investment policy restricts us to invest in conservative, interest-bearing investments and because our business strategy does not rely on generating material returns from our investment portfolio, we do not expect our market risk exposure on our investment portfolio to be material.

As of April 2, 2010, we had $60.0 million in principal amount of outstanding borrowings under our Credit Facility. Our primary interest rate under the Credit Facility is the Eurodollar rate plus an applicable margin that is based on the ratio of our debt to EBITDA. As of April 2, 2010, the effective interest rate on our outstanding borrowings under the Credit Facility was 4.75%. Assuming the outstanding balance remained constant over a year, a 50 basis point increase in the interest rate would increase interest incurred prior to effects of capitalized interest and cash flow by approximately $0.3 million.

Foreign exchange risk

We generally conduct our business in U.S. dollars. However, as our international business is conducted in a variety of foreign currencies and we pay some of our vendors in Euros, we are exposed to fluctuations in foreign currency exchange rates. Our objective in managing our exposure to foreign currency risk is to reduce earnings and cash flow volatility associated with foreign exchange rate fluctuations. Accordingly, from time to time, we may enter into foreign exchange contracts to mitigate risks associated with foreign currency denominated assets, liabilities, commitments and anticipated foreign currency transactions.

As of April 2, 2010, we had no foreign currency exchange contracts outstanding.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Our consolidated financial statements at April 2, 2010 and April 3, 2009 and for each of the three years in the period ended April 2, 2010, and the Report of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm, are included in this Annual Report on pages F-1 through F-39.

Summarized Quarterly Data (Unaudited)

The following financial information reflects all normal recurring adjustments which are, in the opinion of management, necessary for the fair statement of the results for the interim periods. Summarized quarterly data for fiscal years 2010 and 2009 are as follows:

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	(In thousands, except per share data)			
2010				
Revenues	$158,408	$160,666	$156,364	$212,642
Income from operations	11,271	12,029	1,862	17,848
Net income	8,292	9,092	3,063	10,392
Net income attributable to ViaSat, Inc.	8,269	9,175	3,246	10,446
Basic net income per share	0.27	0.29	0.10	0.29
Diluted net income per share	0.25	0.28	0.09	0.27
2009				
Revenues	$152,961	$159,280	$150,362	$165,576
Income from operations	9,157	9,303	11,559	14,268
Net income	6,370	9,275	10,626	12,176
Net income attributable to ViaSat, Inc.	6,291	9,258	10,666	12,116
Basic net income per share	0.21	0.30	0.35	0.39
Diluted net income per share	0.20	0.29	0.34	0.38

Basic and diluted earnings per share are computed independently for each of the quarters presented. Therefore, the sum of quarterly basic and diluted per share information may not equal annual basic and diluted earnings per share.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to provide reasonable assurance of achieving the objective that information in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified and pursuant to the requirements of the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 13a-15(b), we carried out an evaluation, with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as of April 2, 2010, the end of the period covered by this Annual Report. Based upon the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of April 2, 2010.

Changes in Internal Control Over Financial Reporting

We regularly review our system of internal control over financial reporting and make changes to our processes and systems to improve controls and increase efficiency, while ensuring that we maintain an effective internal control environment. Changes may include such activities as implementing new, more efficient systems, consolidating activities, and migrating processes.

During the quarter ended April 2, 2010, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

The company's management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Under the supervision and with the participation of the company's management, including our principal executive officer and principal financial officer, the company conducted an evaluation of the effectiveness of its internal control over financial reporting based on criteria established in the framework in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, the company's management concluded that its internal control over financial reporting was effective as of April 2, 2010.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

We excluded WildBlue from our assessment of internal control over financial reporting as of April 2, 2010 because we acquired WildBlue in a purchase business combination on December 15, 2009. The assets of WildBlue, a wholly owned subsidiary, constituted approximately $517.9 million of our total assets as of April 2, 2010, and WildBlue revenues constituted approximately $63.4 million of our total revenues for the fiscal year ended April 2, 2010.

The company's independent registered public accounting firm has audited the effectiveness of the company's internal control over financial reporting as of April 2, 2010, as stated in their report which appears on page F-1.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is included in our definitive Proxy Statement to be filed with the SEC in connection with our 2010 Annual Meeting of Stockholders (the Proxy Statement) under the headings “Corporate Governance Principles and Board Matters,” “Election of Directors” and “Ownership of Securities,” and is incorporated herein by reference.

The information required by this item relating to our executive officers is included under the caption “Executive Officers” in Part I of this Form 10-K and is incorporated herein by reference into this section.

We have adopted a code of ethics applicable to all of our employees (including our principal executive officer, principal financial officer, principal accounting officer and controller). The code of ethics is designed to deter wrongdoing and to promote honest and ethical conduct and compliance with applicable laws and regulations. The full text of our code of ethics is published on our website at *www.viasat.com*. We intend to disclose future amendments to certain provisions of our code of ethics, or waivers of such provisions granted to executive officers and directors, on our website within four business days following the date of such amendment or waiver.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is included in the Proxy Statement under the heading “Executive Compensation” and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is included in the Proxy Statement under the headings “Ownership of Securities” and “Executive Compensation — Equity Compensation Plan Information,” and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is included in the Proxy Statement under the headings “Corporate Governance Principles and Board Matters” and “Certain Relationships and Related Transactions,” and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is included in the Proxy Statement under the heading “Ratification of Appointment of Independent Registered Public Accounting Firm” and is incorporated by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

Financial Statements

All other schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

Exhibits

The Exhibit Index on page 58 is incorporated herein by reference as the list of exhibits required as part of this Annual Report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

VIASAT, INC.

Date: May 28, 2010

By: /s/ MARK D. DANKBERG
Chairman and Chief Executive Officer

Know all persons by these presents, that each person whose signature appears below constitutes and appoints Mark D. Dankberg and Ronald G. Wangerin, jointly and severally, his attorneys-in-fact, each with the full power of substitution, for him in any and all capacities, to sign any amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MARK D. DANKBERG Mark D. Dankberg	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	May 28, 2010
/s/ RONALD G. WANGERIN Ronald G. Wangerin	Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)	May 28, 2010
/s/ ROBERT W. JOHNSON Robert W. Johnson	Director	May 28, 2010
/s/ JEFFREY M. NASH Jeffrey M. Nash	Director	May 28, 2010
/s/ B. ALLEN LAY B. Allen Lay	Director	May 28, 2010
/s/ MICHAEL B. TARGOFF Michael B. Targoff	Director	May 28, 2010
/s/ JOHN P. STENBIT John P. Stenbit	Director	May 28, 2010
/s/ HARVEY P. WHITE Harvey P. White	Director	May 28, 2010

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EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference Form	File No.	Exhibit	Filing Date	Filed or Furnished Herewith
2.1	Agreement and Plan of Merger, dated as of September 30, 2009, by and among ViaSat, Inc., WildBlue Holding, Inc. and Aloha Merger Sub, Inc.	8-K	000-21767	2.1	10/02/2009	
3.1	Second Amended and Restated Certificate of Incorporation of ViaSat, Inc.	10-Q	000-21767	3.1	11/14/2000	
3.2	First Amended and Restated Bylaws of ViaSat, Inc.	S-3	333-116468	3.2	06/14/2004	
4.1	Form of Common Stock Certificate	S-1/A	333-13183	4.1	11/05/1996	
4.2	Indenture, dated as of October 22, 2009, by and among ViaSat, Inc., ViaSat Credit Corp., Enerdyne Technologies, Inc., ViaSat Satellite Ventures, LLC, VSV I Holdings, LLC, VSV II Holdings, LLC, ViaSat Satellite Ventures U.S. I, LLC, ViaSat Satellite Ventures U.S. II, LLC and Wilmington Trust FSB, as trustee	8-K	000-21767	4.1	10/22/2009	
4.3	Form of 8.875% Senior Note due 2016 of ViaSat, Inc. (attached as Exhibit A to the Indenture filed as Exhibit 4.2 hereto)	8-K	000-21767	4.1	10/22/2009	
4.4	Registration Rights Agreement, dated as of October 22, 2009, by and among ViaSat, Inc., ViaSat Credit Corp., Enerdyne Technologies, Inc., ViaSat Satellite Ventures, LLC, VSV I Holdings, LLC, VSV II Holdings, LLC, ViaSat Satellite Ventures U.S. I, LLC, ViaSat Satellite Ventures U.S. II, LLC, J.P. Morgan Securities Inc., Banc of America Securities LLC, Wells Fargo Securities, LLC, Oppenheimer & Co. Inc. and Stephens Inc.	8-K	000-21767	4.2	10/22/2009	
4.5	Registration Rights Agreement, dated as of December 15, 2009, by and among ViaSat, Inc. and the selling stockholders listed on Schedule A thereto	8-K	000-21767	10.1	12/18/2009	
10.1	Form of Indemnification Agreement between ViaSat, Inc. and each of its directors and officers	8-K	000-21767	99.1	03/07/2008	
10.2*	ViaSat, Inc. Employee Stock Purchase Plan (as Amended and Restated Effective July 1, 2009)	8-K	000-21767	10.1	10/05/2009	
10.3*	1996 Equity Participation Plan of ViaSat, Inc. (As Amended and Restated Effective September 29, 2009)	8-K	000-21767	10.2	10/05/2009	

Exhibit Number	Exhibit Description	Incorporated by Reference Form	File No.	Exhibit	Filing Date	Filed or Furnished Herewith
10.4*	Form of Stock Option Agreement for the 1996 Equity Participation Plan of ViaSat, Inc.	8-K	000-21767	10.2	10/02/2008	
10.5*	Form of Restricted Stock Unit Award Agreement for the 1996 Equity Participation Plan of ViaSat, Inc.	8-K	000-21767	10.3	10/02/2008	
10.6*	Form of Executive Restricted Stock Unit Award Agreement for the 1996 Equity Participation Plan of ViaSat, Inc.	8-K	000-21767	10.4	10/02/2008	
10.7*	Form of Non-Employee Director Restricted Stock Unit Award Agreement for the 1996 Equity Participation Plan of ViaSat, Inc.	8-K	000-21767	10.3	10/05/2009	
10.8	Fourth Amended and Restated Revolving Loan Agreement dated July 1, 2009 by and among ViaSat, Inc., Banc of America Securities LLC, Bank of America, N.A., JPMorgan Chase Bank, N.A., Union Bank, N.A. and the other lenders party thereto	10-Q	000-21767	10.2	08/12/2009	
10.9	First Amendment to Fourth Amended and Restated Revolving Loan Agreement, dated as of September 30, 2009, by and among ViaSat, Inc., Banc of America Securities LLC, Bank of America, N.A., JPMorgan Chase Bank, N.A., Union Bank, N.A., and the other lenders party thereto	8-K	000-21767	10.1	10/02/2009	
10.10	Second Amendment to Fourth Amended and Restated Revolving Loan Agreement, dated as of October 6, 2009, by and among ViaSat, Inc., Banc of America Securities LLC, Bank of America, N.A., JPMorgan Chase Bank, N.A., Union Bank, N.A., Wells Fargo Bank, National Association and the other lenders party thereto	8-K	000-21767	10.1	10/09/2009	
10.11	Letter agreement, dated as of December 14, 2009, by and among ViaSat, Inc., Union Bank, N.A., and the other lenders party thereto	10-Q	000-21767	10.2	02/10/2010	
10.12	Fourth Amendment to Fourth Amended and Restated Revolving Loan Agreement, dated as of March 15, 2010, by and among ViaSat, Inc., Banc of America Securities LLC, Bank of America, N.A., JPMorgan Chase Bank, N.A., Union Bank, N.A., Wells Fargo Bank, National Association and the other lenders party thereto	8-K	000-21767	10.1	03/17/2010	

Exhibit Number	Exhibit Description	Incorporated by Reference Form	File No.	Exhibit	Filing Date	Filed or Furnished Herewith
10.13	Lease, dated March 24, 1998, by and between W9/LNP Real Estate Limited Partnership and ViaSat, Inc. (6155 El Camino Real, Carlsbad, California)	10-K	000-21767	10.27	06/29/1998	
10.14	Amendment to Lease, dated June 17, 2004, by and between Levine Investments Limited Partnership and ViaSat, Inc. (6155 El Camino Real, Carlsbad, CA)	10-Q	000-21767	10.1	08/10/2004	
10.15†	Contract for the ViaSat Satellite Program dated as of January 7, 2008 between ViaSat, Inc. and Space Systems/Loral, Inc.	10-Q	000-21767	10.1	02/06/2008	
10.16	Beam Sharing Agreement dated January 11, 2008 between ViaSat, Inc. and Loral Space & Communications, Inc.	10-Q	000-21767	10.2	02/06/2008	
10.17†	Amended and Restated Launch Services Agreement dated May 7, 2009 between ViaSat, Inc. and Arianespace	10-K	000-21767	10.13	05/28/2009	
10.18†	Contract for Launch Services dated March 5, 2009 between ViaSat, Inc. and ILS International Launch Services, Inc.	10-K	000-21767	10.14	05/28/2009	
10.19†	Award/Contract dated March 10, 2010 between ViaSat, Inc. and Space and Naval Warfare Systems					X
21.1	Subsidiaries					X
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm					X
24.1	Power of Attorney (see signature page)					X
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Chief Executive Officer					X
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer					X
32.1	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X

* Indicates management contract, compensatory plan or arrangement.

† Portions of this exhibit (indicated by asterisks) have been omitted and separately filed with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of ViaSat, Inc.:

In our opinion, the consolidated financial statements listed in the index appearing under Item 15(1) present fairly, in all material respects, the financial position of ViaSat, Inc. and its subsidiaries at April 2, 2010 and April 3, 2009, and the results of their operations and their cash flows for each of the three years in the period ended April 2, 2010 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of April 2, 2010, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for noncontrolling interests in a subsidiary in 2010.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As described in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A, management has excluded WildBlue Communications Inc. ("WildBlue") from its assessment of internal control over financial reporting as of April 2, 2010 because it was acquired by the Company in a purchase business combination during fiscal 2010. We have also excluded WildBlue from our audit of internal control over financial reporting. WildBlue is a wholly-owned subsidiary whose total assets and total revenues represent $517.9 million and $63.4 million, respectively, of the related consolidated financial statement amounts as of and for the year ended April 2, 2010.

/s/ PricewaterhouseCoopers LLP
San Diego, California
May 28, 2010

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VIASAT, INC.

CONSOLIDATED BALANCE SHEETS

	As of April 2, 2010	As of April 3, 2009
	(In thousands, except share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 89,631	$ 63,491
Accounts receivable, net	176,351	164,106
Inventories	82,962	65,562
Deferred income taxes	17,346	26,724
Prepaid expenses and other current assets	28,857	18,941
Total current assets	395,147	338,824
Satellites, net	495,689	110,588
Property and equipment, net	155,804	59,637
Other acquired intangible assets, net	89,389	16,655
Goodwill	75,024	65,429
Other assets	82,499	31,809
Total assets	$ 1,293,552	$ 622,942
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 78,355	$ 63,397
Accrued liabilities	102,251	72,037
Total current liabilities	180,606	135,434
Line of credit	60,000	—
Long-term debt, net	271,801	—
Other liabilities	24,395	24,718
Total liabilities	536,802	160,152
Commitments and contingencies (Notes 11 and 12)		
Equity:		
ViaSat, Inc. equity		
Series A, convertible preferred stock, $.0001 par value; 5,000,000 shares authorized; no shares issued and outstanding at April 2, 2010 and April 3, 2009, respectively	—	—
Common stock, $.0001 par value, 100,000,000 shares authorized; 39,792,633 and 31,047,118 shares outstanding at April 2, 2010 and April 3, 2009, respectively	4	3
Paid-in capital	545,962	273,102
Retained earnings	218,607	187,471
Common stock held in treasury, at cost, 407,137 and 66,968 at April 2, 2010 and April 3, 2009, respectively	(12,027)	(1,701)
Accumulated other comprehensive income (loss)	459	(127)
Total ViaSat, Inc. stockholders’ equity	753,005	458,748
Noncontrolling interest in subsidiary	3,745	4,042
Total equity	756,750	462,790
Total liabilities and equity	$ 1,293,552	$ 622,942

See accompanying notes to the consolidated financial statements.

VIASAT, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

	Fiscal Years Ended		
	April 2, 2010	April 3, 2009	March 28, 2008
	(In thousands, except per share data)		
Revenues:			
Product revenues	$ 584,074	$ 595,342	$ 543,468
Service revenues	104,006	32,837	31,182
Total revenues	688,080	628,179	574,650
Operating expenses:			
Cost of product revenues	408,526	424,620	394,666
Cost of service revenues	66,830	22,204	18,854
Selling, general and administrative	132,895	98,624	76,365
Independent research and development	27,325	29,622	32,273
Amortization of acquired intangible assets	9,494	8,822	9,562
Income from operations	43,010	44,287	42,930
Other income (expense):			
Interest income	621	1,463	5,712
Interest expense	(7,354)	(509)	(557)
Income before income taxes	36,277	45,241	48,085
Provision for income taxes	5,438	6,794	13,521
Net income	30,839	38,447	34,564
Less: Net (loss) income attributable to the noncontrolling interest, net of tax	(297)	116	1,051
Net income attributable to ViaSat, Inc.	$ 31,136	$ 38,331	$ 33,513
Net income per share attributable to ViaSat, Inc. common stockholders:			
Basic net income per share attributable to ViaSat, Inc. common stockholders	$ 0.94	$ 1.25	$ 1.11
Diluted net income per share attributable to ViaSat, Inc. common stockholders	$ 0.89	$ 1.20	$ 1.04
Shares used in computing basic net income per share	33,020	30,772	30,232
Shares used in computing diluted net income per share	34,839	31,884	32,224

See accompanying notes to the consolidated financial statements.

VIASAT, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Fiscal Years Ended April 2, 2010	April 3, 2009 (In thousands)	March 28, 2008
Cash flows from operating activities:			
Net income	$ 30,839	$ 38,447	$ 34,564
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	37,373	18,658	15,972
Amortization	9,582	9,952	12,069
Provision for bad debts	416	377	501
Deferred income taxes	4,229	(5,285)	488
Incremental tax benefits from stock-based compensation	—	(346)	(977)
Stock-based compensation expense	12,212	9,837	7,123
Other non-cash adjustments	2,661	373	894
Increase (decrease) in cash resulting from changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable	(1,117)	(9,103)	(16,014)
Inventories	(9,367)	(5,338)	(13,976)
Other assets	1,504	(2,653)	(4,077)
Accounts payable	2,965	1,740	1,216
Accrued liabilities	20,612	2,654	8,347
Other liabilities	637	2,629	2,173
Net cash provided by operating activities	112,546	61,942	48,303
Cash flows from investing activities:			
Payments related to acquisitions of businesses, net of cash acquired	(377,987)	(925)	(9,826)
Purchases of property, equipment and satellites	(134,543)	(117,194)	(22,765)
Cash paid for patents, licenses and other assets	(13,796)	(8,028)	(2,582)
Change in restricted cash, net	7,298	—	—
Purchases of short-term investments held-to-maturity	—	—	(11,835)
Maturities of short-term investments held-to-maturity	—	—	11,835
Net cash used in investing activities	(519,028)	(126,147)	(35,173)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt, net of discount	271,582	—	—
Proceeds from line of credit borrowings	263,000	10,000	—
Payments on line of credit	(203,000)	(10,000)	—
Payment of debt issuance costs	(12,781)	—	—
Proceeds from common stock issued in public offering, net of issuance costs	100,533	—	—
Proceeds from issuance of common stock under equity plans	23,085	6,742	8,388
Purchase of common stock in treasury	(10,326)	(667)	(1,034)
Payment on secured borrowing	—	(4,720)	—
Proceeds from sale of stock of majority-owned subsidiary	—	1,500	—
Incremental tax benefits from stock-based compensation	—	346	977
Net cash provided by financing activities	432,093	3,201	8,331
Effect of exchange rate changes on cash	529	(681)	370
Net increase (decrease) in cash and cash equivalents	26,140	(61,685)	21,831
Cash and cash equivalents at beginning of year	63,491	125,176	103,345
Cash and cash equivalents at end of year	$ 89,631	$ 63,491	$ 125,176
Supplemental information:			
Cash paid for interest (net of amounts capitalized)	$ 6,287	$ 413	$ 170
Cash paid for income taxes, net	$ 7,784	$ 13,287	$ 11,485
Non-cash investing and financing activities:			
Issuance of common stock in connection with acquisitions	$ 131,888	$ —	$ 452
Fair value of assets acquired in business combinations, excluding cash acquired	$ 536,732	$ —	$ 2,873
Fair value of acquired intangibles	$ 91,472	$ —	$ 2,726
Liabilities assumed in business combinations	$ 26,857	$ —	$ 770
Issuance of stock in satisfaction of certain accrued employee compensation liabilities	$ 5,090	$ —	$ —
Issuance of common stock in connection with license right obtained	$ 303	$ —	$ —
Issuance of stock in satisfaction of a payable to former stockholders of an acquired business	$ —	$ —	$ 5,631
Issuance of payable in connection with acquisition	$ —	$ —	$ 800

See accompanying notes to the consolidated financial statements.

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VIASAT, INC.
CONSOLIDATED STATEMENTS OF EQUITY AND COMPREHENSIVE INCOME
(In thousands, except share data)

	ViaSat, Inc. Stockholders										
	Common Stock				Common Stock in Treasury						
	Number of Shares Issued	Amount	Paid-in Capital	Retained Earnings	Number of Shares	Amount	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total	Comprehensive Income
Balance at March 30, 2007	29,733,396	$ 3	$ 232,693	$ 115,969	—	—	$ 130	$ 1,123	$ 349,918	
Cumulative effect of adopting the authoritative guidance for accounting for uncertainty in income taxes	—	—	—	(342)	—	—	—	—	(342)	
Exercise of stock options	386,189	—	5,701	—	—	—	—	—	5,701	
Stock issued in connection with acquisitions of businesses, net of issuance costs	14,424	—	452	—	—	—	—	—	452	
Stock issued as additional consideration in connection with acquisition of a business, net of issuance costs	170,763	—	5,631	—	—	—	—	—	5,631	
Stock-based compensation expense	—	—	7,123	—	—	—	—	—	7,123	
Tax benefit from exercise of stock options and release of restricted stock unit (RSU) awards	—	—	1,569	—	—	—	—	—	1,569	
Issuance of stock under Employee Stock Purchase Plan	101,668	—	2,687	—	—	—	—	—	2,687	
RSU awards vesting	94,165	—	—	—	—	—	—	—	—	
Purchase of treasury shares pursuant to vesting of certain RSU agreements	—	—	—	—	(33,238)	$ (1,034)	—	—	(1,034)	
Other noncontroling interest activity	—	—	—	—	—	—	—	115	115	
Net income	—	—	—	33,513	—	—	—	1,051	34,564	$ 34,564
Foreign currency translation, net of tax	—	—	—	—	—	—	45	—	45	45
Comprehensive income										$ 34,609
Balance at March 28, 2008	30,500,605	$ 3	$ 255,856	$ 149,140	(33,238)	$ (1,034)	$ 175	$ 2,289	$ 406,429	
Exercise of stock options	337,276	—	3,619	—	—	—	—	—	3,619	
Stock-based compensation expense	—	—	9,837	—	—	—	—	—	9,837	
Tax benefit from exercise of stock options and release of RSU awards	—	—	667	—	—	—	—	—	667	
Issuance of stock	182,024	—	3,123	—	—	—	—	—	3,123	

under Employee Stock Purchase Plan										
RSU awards vesting	94,181	—	—	—	—	—	—	—	—	
Purchase of treasury shares pursuant to vesting of certain RSU agreements	—	—	—	—	(33,730)	(667)	—	—	(667)	
Majority-owned subsidiary stock issuance	—	—	—	—	—	—	—	1,500	1,500	
Other noncontrolling interest activity	—	—	—	—	—	—	—	137	137	
Net income	—	—	—	38,331	—	—	—	116	38,447	$ 38,447
Foreign currency translation, net of tax	—	—	—	—	—	—	(302)	—	(302)	(302)
Comprehensive income										$ 38,145
Balance at April 3, 2009	31,114,086	$ 3	$ 273,102	$ 187,471	(66,968)	$ (1,701)	$ (127)	$ 4,042	$ 462,790	
Exercise of stock options	1,019,899	—	19,435	—	—	—	—	—	19,435	
Issuance of stock under Employee Stock Purchase Plan	168,640	—	3,650	—	—	—	—	—	3,650	
Stock-based compensation expense	—	—	12,212	—	—	—	—	—	12,212	
Shares issued in settlement of certain accrued employee compensation liabilities	192,894	—	5,090	—	—	—	—	—	5,090	
RSU awards vesting	234,039	—	—	—	—	—	—	—	—	
Purchase of treasury shares pursuant to vesting of certain RSU agreements	—	—	—	—	(88,438)	(2,326)	—	—	(2,326)	
Shares issued in connection with acquisition of business, net of issuance costs	4,286,250	1	131,637	—	—	—	—	—	131,638	
Shares repurchased from Intelsat	—	—	—	—	(251,731)	(8,000)	—	—	(8,000)	
Shares issued in connection with license right obtained	10,000	—	303	—	—	—	—	—	303	
Common stock issued under public offering, net of issuance costs	3,173,962	—	100,533	—	—	—	—	—	100,533	
Net income	—	—	—	31,136	—	—	—	(297)	30,839	$ 30,839
Foreign currency translation, net of tax	—	—	—	—	—	—	586	—	586	586
Comprehensive income										$ 31,425
Balance at April 2, 2010	40,199,770	$ 4	$ 545,962	$ 218,607	(407,137)	$ (12,027)	$ 459	$ 3,745	$ 756,750	

See accompanying notes to the consolidated financial statements.

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 — The Company and a Summary of Its Significant Accounting Policies

The Company

ViaSat, Inc. (the "Company") designs, produces and markets advanced innovative satellite and other wireless communication and secure networking systems, products and services.

Principles of consolidation

The Company's consolidated financial statements include the assets, liabilities and results of operations of ViaSat and its wholly owned subsidiaries and of TrellisWare Technologies, Inc. (TrellisWare), a majority-owned subsidiary. All significant intercompany amounts have been eliminated.

The Company's fiscal year is the 52 or 53 weeks ending on the Friday closest to March 31 of the specified year. For example, references to fiscal year 2010 refer to the fiscal year ending on April 2, 2010. The Company's quarters for fiscal year 2010 ended on July 3, 2009, October 2, 2009, January 1, 2010 and April 2, 2010. This results in a 53 week fiscal year approximately every four to five years. Fiscal year 2010 is a 52 week year, compared with a 53 week year in fiscal year 2009. As a result of the shift in the fiscal calendar, the second quarter of fiscal year 2009 included an additional week. The Company does not believe that the extra week results in any material impact on its financial results.

Certain prior period amounts have been reclassified to conform to the current period presentation.

During the Company's third quarter of fiscal year 2010, the Company completed the acquisitions of WildBlue Holding, Inc., a privately held Delaware corporation (WildBlue) (see Note 9). The acquisition was accounted for as a purchase. Accordingly, the operating results of WildBlue have been included from the date of acquisition in the Company's consolidated financial statements.

On April 4, 2009, the beginning of the Company's first quarter of fiscal year 2010, the Company adopted the authoritative guidance for noncontrolling interests (Statement of Financial Accounting Standards (SFAS) 160, "Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51" / ASC 810-10-65-1). The Company adopted the authoritative guidance for noncontrolling interests on a prospective basis, except for the presentation and disclosure requirements which were applied retrospectively for all periods presented. As a result, the Company reclassified to noncontrolling interest, a component of equity, what was previously reported as minority interest in consolidated subsidiary in the mezzanine section of the Company's consolidated balance sheets and reported as a separate caption within the Company's consolidated statements of operations, net income, net income attributable to the noncontrolling interest, and net income attributable to ViaSat, Inc. In addition, the Company utilized net income which now includes noncontrolling interest, as the starting point on the Company's consolidated statements of cash flows in order to reconcile net income to net cash provided by operating activities. These reclassifications had no effect on previously reported consolidated income from operations, net income attributable to ViaSat, Inc. or net cash provided by operating activities. Also, net income per share continues to be based on net income attributable to ViaSat, Inc.

The Financial Accounting Standards Board (FASB) has issued authoritative guidance on the Codification (Statements of Financial Accounting Standards (SFAS) No. 168 (SFAS 168), "FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles" / ASC 105). The authoritative guidance on the Codification (SFAS 168 / ASC 105) establishes the FASB Accounting Standards Codification (Codification or ASC) as the single source of accounting principles generally accepted in the United States of America (GAAP) recognized by the FASB to be applied by nongovernmental entities. Rules and interpretive releases of the Securities and Exchange Commission (SEC) under authority of federal securities laws are also sources of authoritative GAAP for SEC registrants. The Codification superseded all existing non-SEC accounting and reporting standards. All other non-grandfathered, non-SEC accounting literature not included in the Codification has become non-authoritative. The FASB will not issue new standards in the form of Statements, FASB Staff Positions or Emerging Issues Task Force Abstracts. Instead, it issues Accounting Standards Updates, which serve to update the Codification, provide background information about the guidance and provide the basis for conclusions on the changes to the Codification. GAAP is not intended to be changed as a result of the FASB's Codification project, but it has changed the way the guidance is organized and presented. As a result, these changes have had a significant impact on how companies reference GAAP in their financial statements and in their accounting policies for financial statements issued for interim and annual periods ending after September 15, 2009. The Company has implemented the Codification in this annual report, and has provided references to the Codification topics alongside the references to the previously existing standards.

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Management estimates and assumptions

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Estimates have been prepared on the basis of the most current and best available information and actual results could differ from those estimates. Significant estimates made by management include revenue recognition, stock-based compensation, self-insurance reserves, allowance for doubtful accounts, warranty accrual, valuation of goodwill and other intangible assets, patents, orbital slots and orbital licenses, software development, property, equipment and satellites, long-lived assets, income taxes and valuation allowance on deferred tax assets.

Cash equivalents

Cash equivalents consist of highly liquid investments with original maturities of 90 days or less.

Short-term investments

The Company accounts for marketable securities in accordance with the authoritative guidance for investments in debt and equity securities (SFAS 115 “Accounting for Certain Investments in Debt and Equity Securities” / ASC 320). The Company determines the appropriate classification of all marketable securities as held-to-maturity, available-for-sale or trading at the time of purchase and re-evaluates such classification as of each balance sheet date. Throughout fiscal years 2009, marketable securities consisted primarily of commercial paper with original maturities greater than 90 days at the date of purchase but less than one year. Management determines the appropriate classification of its investments in debt securities at the time of purchase and has designated all of its investments as held-to-maturity. Accordingly, the Company had recorded the related amounts at amortized cost as it had the intent and ability to hold the securities to maturity. The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts from the date of purchase to maturity. Such amortization is included in interest income as an addition to or deduction from the coupon interest earned on the investments. The Company had no short-term investments as of April 2, 2010 and April 3, 2009.

The Company regularly monitors and evaluates the realizable value of its marketable securities. When assessing marketable securities for other-than-temporary declines in value, the Company considers factors including: how significant the decline in value is as a percentage of the original cost, how long the market value of the investment has been less than its original cost, the performance of the investee’s stock price in relation to the stock price of its competitors within the industry, expected market volatility and the market in general, any news or financial information that has been released specific to the investee and the outlook for the overall industry in which the investee operates. If events and circumstances indicate that a decline in the value of these assets has occurred and is other-than-temporary, the Company records a charge to interest income. No such charges were incurred in fiscal year 2010 and fiscal year 2009.

Accounts receivable and unbilled accounts receivable

The Company records receivables at net realizable value including an allowance for estimated uncollectible accounts. The allowance for doubtful accounts is based on the Company’s assessment of the collectability of customer accounts. The Company regularly reviews the allowance by considering factors such as historical experience, credit quality, the age of accounts receivable balances and current economic conditions that may affect a customer’s ability to pay. Amounts determined to be uncollectible are charged or written off against the reserve.

Unbilled receivables consist of costs and fees earned and billable on contract completion or other specified events. Unbilled receivables are generally expected to be collected within one year.

Concentration of risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash equivalents, short-term investments, and trade accounts receivable which are generally not collateralized. The Company limits its exposure to credit loss by placing its cash equivalents and short-term investments with high credit quality financial institutions and investing in high quality short-term debt instruments. The Company establishes customer credit policies related to its accounts receivable based on historical collection experiences within the various markets in which the Company operates, number of days the accounts are past due and any specific information that the Company becomes aware of such as bankruptcy or liquidity issues of customers.

Revenues from the U.S. government comprised 30.3%, 36.0% and 30.4% of total revenues for fiscal years 2010, 2009 and 2008, respectively. Billed accounts receivable to the U.S. government as of April 2, 2010 and April 3, 2009 were 28.7% and 27.7%, respectively, of total billed receivables. In addition, none of Company's commercial customers comprised 10.0% or more of total revenues for fiscal year 2010. In prior years two commercial customers comprised 10.3% and 7.8% of total revenues for fiscal year 2009, and 6.7% and 8.9% of total revenues for fiscal year 2008, respectively (although the second of these two commercial customers was WildBlue, which the Company acquired in December 2009). Billed accounts receivable for these two commercial customers as of April 3, 2009 were 9.8% and 6.6%, respectively, of total billed receivables. The Company's five largest contracts generated approximately 25.4% , 34.8% and 44.1% of the Company's total revenues for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008, respectively.

The Company relies on a limited number of contract manufacturers to produce its products.

Inventory

Inventory is valued at the lower of cost or market, cost being determined by the weighted average cost method.

Property, equipment and satellites

Equipment, computers and software, furniture and fixtures and the Company's satellite under construction are recorded at cost, net of accumulated depreciation. The Company generally computes depreciation using the straight-line method over the estimated useful lives of the assets ranging from two to twenty-four years. Leasehold improvements are capitalized and amortized using the straight-line method over the shorter of the lease term or the life of the improvement. Additions to property, equipment and satellites, together with major renewals and betterments, are capitalized. Maintenance, repairs and minor renewals and betterments are charged to expense. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation or amortization are removed from the accounts and any resulting gain or loss is recognized.

Satellite construction costs, including launch services and insurance, are generally procured under long-term contracts that provide for payments over the contract periods and are capitalized as incurred. In addition, interest expense is capitalized on the carrying value of the satellite during the construction period. With respect to ViaSat-1, the Company's high-capacity satellite currently under construction, and other assets, the Company capitalized $8.8 million of interest expense during the fiscal year ended April 2, 2010. No interest expense was capitalized during fiscal year 2009.

As a result of the acquisition of WildBlue on December 15, 2009 (see Note 9), the Company acquired the WildBlue-1 satellite (which was placed into service in March 2007) and an exclusive prepaid lifetime capital lease of Ka-band capacity on Telesat Canada's Anik F2 satellite (which was placed into service in April 2005). The acquired assets also included the indoor and outdoor customer premise equipment (CPE) units leased to subscribers under WildBlue's retail leasing program. The Company depreciates the cost of CPE units and associated installation costs over its estimated useful life. The total cost and accumulated depreciation of CPE units included in property, equipment and satellites as of April 2, 2010 was $41.5 million and $4.2 million, respectively. The Company did not have any cost or accumulated depreciation related to CPE units as of April 3, 2009. The Company recorded $4.2 million of depreciation expense related to CPE units during fiscal year 2010. The Company did not record any depreciation expense related to CPE units during fiscal year 2009.

Goodwill and intangible assets

The authoritative guidance for business combinations (SFAS 141, "Business Combinations" / ASC 805) requires that all business combinations be accounted for using the purchase method. The authoritative guidance for business combinations also specifies criteria for recognizing and reporting intangible assets apart from goodwill; however, acquired workforce must be recognized and reported in goodwill. The authoritative guidance for goodwill and other intangible assets (SFAS 142, "Goodwill and Other Intangible Assets" / ASC 350) requires that intangible assets with an indefinite life should not be amortized until their life is determined to be finite, and all other intangible assets must be amortized over their useful life. The authoritative guidance for goodwill and other intangible assets prohibits the amortization of goodwill and indefinite-lived intangible assets, but instead requires these assets to be tested for impairment at least annually and more frequently upon the occurrence of specified events. In addition, all goodwill must be assigned to reporting units for purposes of impairment testing.

Patents, orbital slots and orbital licenses

The Company capitalizes the costs of obtaining or acquiring patents, orbital slots and orbital licenses. Amortization of intangible assets that have finite lives is provided for by the straight-line method over the shorter of the legal or estimated economic life. The Company capitalized $3.0 million and $1.8 million of costs related to patents, which were included in other assets as of April 2, 2010 and April 3, 2009, respectively. Accumulated amortization related to these patents was $0.3 million and $0.2 million as of April 2, 2010 and April 3, 2009, respectively. Amortization expense related to these patents was $0.1 million for the fiscal year ended April 2, 2010 and less than $0.1 million for each of the fiscal years ended April 3, 2009 and March 28, 2008. The Company also capitalized $5.2 million and $2.6 million of costs related to acquiring and obtaining of licenses which are included in other assets as of April 2, 2010 and April 3, 2009, related to orbital slots and orbital licenses that have not yet been placed into service. If a patent, orbital slot or orbital license is rejected, abandoned or otherwise invalidated, the unamortized cost is expensed in that period. During fiscal year 2010, fiscal year 2009 and fiscal year 2008, the Company did not write off any material costs due to abandonment or impairment.

Debt issuance costs

Debt issuance costs are amortized and recognized as interest expense on a straight-line basis over the expected term of the related debt, which is not materially different from the effective interest rate basis. During fiscal year 2010, the Company paid and capitalized approximately $12.8 million in debt issuance costs related to the Company's 8.875% Senior Notes due 2016 (the Notes) and additional debt issuance costs related to the Company's revolving credit facility (the Credit Facility). During fiscal years 2009 and 2008, the Company did not pay or capitalize any material amounts of debt issuance costs related to the Credit Facility. Unamortized debt issuance costs are recorded in prepaid expenses and other current assets and in other long-term assets in the consolidated balance sheets, depending on the amounts expected to be amortized to interest expense in the next fiscal year.

Software development

Costs of developing software for sale are charged to research and development expense when incurred, until technological feasibility has been established. Software development costs incurred from the time technological feasibility is reached until the product is available for general release to customers are capitalized and reported at the lower of unamortized cost or net realizable value. Once the product is available for general release, the software development costs are amortized based on the ratio of current to future revenue for each product with an annual minimum equal to straight-line amortization over the remaining estimated economic life of the product not to exceed five years. The Company capitalized $8.0 million and $0.7 million of costs related to software developed for resale for fiscal years ended April 2, 2010 and April 3, 2009, respectively. The Company did not capitalize any material amounts related to software development for resale for the fiscal year ended March 28, 2008. There was no amortization expense of software development costs during fiscal year 2010. Amortization expense of software development costs was $1.1 million for fiscal year 2009 and $2.5 million for fiscal year 2008.

Impairment of long-lived assets (property, equipment, and satellites, and other assets)

In accordance with the authoritative guidance for impairment or disposal of long-lived assets (SFAS 144, “Accounting for the Impairment or Disposal of Long-Lived Assets” / ASC 360), the Company assesses potential impairments to long-lived assets, including property, equipment and satellites, and other assets, when there is evidence that events or changes in circumstances indicate that the carrying value may not be recoverable. An impairment loss is recognized when the undiscounted cash flows expected to be generated by an asset (or group of assets) is less than its carrying value. Any required impairment loss would be measured as the amount by which the asset's carrying value exceeds its fair value, and would be recorded as a reduction in the carrying value of the related asset and charged to results of operations. No material impairments were recorded by the Company for fiscal years 2010, 2009 and 2008.

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Impairment of goodwill

The Company accounts for its goodwill under the authoritative guidance for goodwill and other intangible assets (SFAS 142, "Goodwill and Other Intangible Assets" / ASC 350). The guidance for the goodwill impairment model is a two-step process. First, it requires a comparison of the book value of net assets to the fair value of the reporting units that have goodwill assigned to them. Reporting units within the Company's government systems, commercial networks and satellite services segments have goodwill assigned to them. The Company estimates the fair values of the reporting units using discounted cash flows. The cash flow forecasts are adjusted by an appropriate discount rate in order to determine the present value of the cash flows. If the fair value is determined to be less than book value, a second step is performed to compute the amount of the impairment. In this process, a fair value for goodwill is estimated, based in part on the fair value of the reporting unit used in the first step, and is compared to its carrying value. The shortfall of the fair value below carrying value, if any, represents the amount of goodwill impairment.

The Company estimates the fair values of the related reporting units using discounted cash flows and other indicators of fair value. The forecast of future cash flows is based on the Company's best estimate of the future revenues and operating costs, based primarily on existing firm orders, expected future orders, contracts with suppliers, labor agreements and general market conditions. Changes in these forecasts could cause a particular reporting unit to either pass or fail the first step in the goodwill impairment model, which could significantly influence whether goodwill impairment charge needs to be recorded.

The cash flow forecasts are adjusted using a discount rate and other indicators of fair value.

Acquisitions

On December 15, 2009, the Company completed the acquisition WildBlue (see Note 9). The acquisition was accounted for as a purchase and accordingly, the consolidated financial statements include the operating results of WildBlue from the date of acquisition in the Company's satellite services segment.

On August 2, 2007, the Company completed the acquisition of all of the outstanding capital stock of JAST, S.A. (JAST), a Switzerland based, privately-held developer of microwave circuits and antennas for terrestrial and satellite applications, specializing in small, low-profile antennas for mobile satellite communications. The acquisition was accounted for as a purchase and accordingly, the consolidated financial statements include the operating results of JAST from the date of acquisition in the Company's commercial networks segment. In connection with the terms of the Company's JAST acquisition, during fiscal year 2009 and fiscal year 2010, the Company paid in cash approximately $0.8 million of the remaining portion of initial purchase price and approximately $0.2 million of additional cash consideration to the former stockholders of JAST, respectively.

During the Company's fiscal years 2007 and 2006, the Company completed the acquisitions of Enerdyne Technologies, Inc. (Enerdyne), Intelligent Compression Technologies, Inc. (ICT) and Efficient Channel Coding, Inc. (ECC). In connection with the Company's ECC and Enerdyne acquisitions, under the terms of the acquisition agreements, the Company paid approximately $9.0 million and $0.3 million of additional cash consideration, respectively, during fiscal year 2008.

Warranty reserves

The Company provides limited warranties on its products for periods of up to five years. The Company records a liability for its warranty obligations when products are shipped or they are included in long-term construction contracts based upon an estimate of expected warranty costs. Amounts expected to be incurred within twelve months are classified as a current liability.

Fair value of financial instruments

The carrying amounts of the Company's financial instruments, including cash equivalents, short-term investments, trade receivables, accounts payable and accrued liabilities, approximate their fair values due to their short-term maturities. The estimated fair value of the Company's long-term borrowing is determined by using available market information for those securities or similar financial instruments.

Self-insurance liabilities

The Company has self-insurance plans to retain a portion of the exposure for losses related to employee medical benefits and worker's compensation. The self-insurance policies provide for both specific and aggregate stop-loss limits. The Company utilizes internal actuarial methods, as well as other historical information for the purpose of estimating ultimate costs for a particular policy year. Based on these actuarial methods, along with currently available information and insurance industry statistics, the Company's self-insurance liability for the plans was $1.4 million as of April 2, 2010 and April 3, 2009. The Company's estimate, which is subject to inherent variability, is based on average claims experience in the Company's industry and its own experience in terms of frequency and severity of claims, including asserted and unasserted claims incurred but not reported, with no explicit provision for adverse fluctuation from year to year. This variability may lead to ultimate payments being either greater or less than the amounts presented above. Self-insurance liabilities have been classified as current in accordance with the estimated timing of the projected payments.

Secured borrowing customer arrangements

Occasionally, the Company enters into secured borrowing arrangements in connection with customer financing in order to provide additional sources of funding. As of April 2, 2010 and April 3, 2009, the Company had no secured borrowing arrangements with customers. In the first quarter of fiscal year 2009, the Company paid all obligations related to its secured borrowing, under which the Company pledged a note receivable from a customer to serve as collateral for the obligation under the borrowing arrangement, totaling $4.7 million plus accrued interest.

During fiscal year 2008, due to the customer's payment default under the note receivable, the Company wrote down the note receivable by approximately $5.3 million related to the principal and interest accrued to date. During the fourth quarter of fiscal year 2009, the Company entered into certain agreements with the note receivable insurance carrier providing the Company approximately $1.7 million in cash payments and recorded a current asset of approximately $1.7 million and a long-term asset of approximately $1.5 million as of April 3, 2009. Pursuant to these agreements, the Company received additional cash payments totalling $2.0 million during fiscal year 2010 and as of April 2, 2010 recorded a current asset of approximately $1.0 million and a long-term asset of approximately $0.5 million.

Indemnification provisions

In the ordinary course of business, the Company includes indemnification provisions in certain of its contracts, generally relating to parties with which the Company has commercial relations. Pursuant to these agreements, the Company will indemnify, hold harmless and agree to reimburse the indemnified party for losses suffered or incurred by the indemnified party, including but not limited to losses relating to third-party intellectual property claims. To date, there have not been any costs incurred in connection with such indemnification clauses. The Company's insurance policies do not necessarily cover the cost of defending indemnification claims or providing indemnification, so if a claim was filed against the Company by any party the Company has agreed to indemnify, the Company could incur substantial legal costs and damages. A claim would be accrued when a loss is considered probable and the amount can be reasonably estimated. At April 2, 2010 and April 3, 2009, no such amounts were accrued.

Simultaneously with the execution of the merger agreement relating to the acquisition of WildBlue, the Company entered into an indemnification agreement dated September 30, 2009 with several of the former stockholders of WildBlue pursuant to which such former stockholders agreed to indemnify the Company for costs which result from, relate to or arise out of potential claims and liabilities under various WildBlue contracts, an existing appraisal action regarding WildBlue's 2008 recapitalization, certain rights to acquire securities of WildBlue and a severance agreement. Under the indemnification agreement, the Company is required to pay up to $0.5 million and has recorded a liability of $0.5 million in the consolidated balance sheet as of April 2, 2010 as an element of accrued liabilities.

Noncontrolling interest

A noncontrolling interest, previously referred to as minority interest, represents the equity interest in a subsidiary that is not attributable, either directly or indirectly, to the Company and is reported as equity of the Company, separately from the Company's controlling interest. Revenues, expenses, gains, losses, net income or loss and other comprehensive income are reported in the consolidated financial statements at the consolidated amounts, which include the amounts attributable to both the controlling and noncontrolling interest.

In April 2008, the Company's majority-owned subsidiary, TrellisWare, issued additional shares of preferred stock in which the Company invested $1.8 million in order to retain a constant ownership interest. As a result of the transaction, TrellisWare also received $1.5 million in cash proceeds from the issuance of preferred stock to its other principal stockholders.

VIASAT, INC.

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Common stock held in treasury

During fiscal years 2010 and 2009, the Company delivered 234,039 and 94,181,shares of common stock, respectively, based on the vesting terms of certain restricted stock unit agreements. In order for employees to satisfy minimum statutory employee tax withholding requirements related to the delivery of common stock underlying these restricted stock unit agreements, the Company repurchased 88,438 and 33,730 shares of common stock with a total value of $2.3 million and $0.7 million during fiscal year 2010 and fiscal year 2009, respectively.

On January 4, 2010, the Company repurchased 251,731 shares of ViaSat common stock from Intelsat USA Sales Corp for $8.0 million in cash. Repurchased shares of common stock of 407,137 and 66,968 were held in treasury as of April 2, 2010 and April 3, 2009, respectively.

Derivatives

The Company enters into foreign currency forward and option contracts from time to time to hedge certain forecasted foreign currency transactions. Gains and losses arising from foreign currency forward and option contracts not designated as hedging instruments are recorded in interest income (expense) as gains (losses) on derivative instruments. Gains and losses arising from the effective portion of foreign currency forward and option contracts that are designated as cash-flow hedging instruments are recorded in accumulated other comprehensive income (loss) as unrealized gains (losses) on derivative instruments until the underlying transaction affects the Company's earnings, at which time they are then recorded in the same income statement line as the underlying transaction.

During fiscal year 2010, the Company did not settle any foreign exchange contracts; therefore, there were no realized gains or losses during fiscal year 2010 related to derivative instruments. During fiscal years 2009 and 2008, the Company settled certain foreign exchange contracts and recognized a loss of approximately $0.3 million and a gain of approximately $0.2 million, respectively, recorded in cost of revenues based on the nature of the underlying transactions. The Company had no foreign currency forward contracts outstanding at April 2, 2010 and April 3, 2009.

Foreign currency

In general, the functional currency of a foreign operation is deemed to be the local country's currency. Consequently, assets and liabilities of operations outside the United States are generally translated into U.S. dollars, and the effects of foreign currency translation adjustments are included as a component of accumulated other comprehensive income (loss) within stockholders' equity.

Revenue recognition

A substantial portion of the Company's revenues are derived from long-term contracts requiring development and delivery of complex equipment built to customer specifications. Sales related to long-term contracts are accounted for under authoritative guidance for the percentage-of-completion method of accounting (the AICPA's Statement of Position 81-1 (SOP 81-1), "Accounting for Performance of Construction-Type and Certain Production-Type Contracts" / ASC 605-35). Sales and earnings under these contracts are recorded either based on the ratio of actual costs incurred to date to total estimated costs expected to be incurred related to the contract or as products are shipped under the units-of-delivery method. Anticipated losses on contracts are recognized in full in the period in which losses become probable and estimable. Changes in estimates of profit or loss on contracts are included in earnings on a cumulative basis in the period the estimate is changed. In fiscal years 2010, 2009 and 2008, the Company recorded losses of approximately $9.3 million, $5.4 million and $7.9 million, respectively, related to loss contracts.

The Company also has contracts and purchase orders where revenue is recorded on delivery of products or performance of services in accordance with authoritative guidance for revenue recognition (Staff Accounting Bulletin No. 104 (SAB 104), "Revenue Recognition" / ASC 605). Under this standard, the Company recognizes revenue when an arrangement exists, prices are determinable, collectability is reasonably assured and the goods or services have been delivered.

The Company also enters into certain leasing arrangements with customers and evaluates the contracts in accordance with the authoritative guidance for leases (SFAS 13, "Leases" / ASC 840). The Company's accounting for equipment leases involves specific determinations under the authoritative guidance for leases, which often involve complex provisions and significant judgments. In accordance with the authoritative guidance for leases, the Company classifies the transactions as sales type or operating leases based on (1) review for transfers of ownership of the property to the lessee by the end of the lease term, (2) review of the lease terms to determine if it contains an option to purchase the leased property for a price which is sufficiently lower than the expected fair value of the property at the date of the option, (3) review of the lease term to determine if it is equal to or greater than 75% of the economic life of the equipment and (4) review of the present value of the minimum lease payments to determine if they are equal to or greater than 90% of the fair market value of the equipment at the inception of the lease. Additionally, the Company considers the cancelability of the contract and any related uncertainty of collections or risk in recoverability of the lease investment at lease inception. Revenue from sales type leases is recognized at the inception of the lease or when the equipment has been delivered and installed at the customer site, if installation is required. Revenues from equipment rentals under operating leases are recognized as earned over the lease term, which is generally on a straight-line basis.

When a sale involves multiple elements, such as sales of products that include services, the entire fee from the arrangement is allocated to each respective element based on its relative fair value in accordance with authoritative guidance for accounting for multiple element revenue arrangements, (EITF 00-21, “Accounting for Multiple Element Revenue Arrangements” / ASC 605-25), and recognized when the applicable revenue recognition criteria for each element have been met. The amount of product and service revenue recognized is impacted by the Company’s judgments as to whether an arrangement includes multiple elements and, if so, whether sufficient objective and reliable evidence of fair value exists for those elements. Changes to the elements in an arrangement and the Company’s ability to establish evidence for those elements could affect the timing of the revenue recognition.

In accordance with authoritative guidance for shipping and handling fees and costs (EITF 00-10, “Accounting for Shipping and Handling Fees and Costs” / ASC 605-45), the Company records shipping and handling costs billed to customers as a component of revenues, and shipping and handling costs incurred by the Company for inbound and outbound freight are recorded as a component of cost of revenues.

Collections in excess of revenues and deferred revenues represent cash collected from customers in advance of revenue recognition and are recorded in accrued liabilities for obligations within the next twelve months. Amounts for obligations extending beyond the twelve months are recorded within other liabilities in the consolidated financial statements.

Contract costs on U.S. government contracts, including indirect costs, are subject to audit and negotiations with U.S. government representatives. These audits have been completed and agreed upon through fiscal year 2002. Contract revenues and accounts receivable are stated at amounts which are expected to be realized upon final settlement.

Stock-based compensation

Under the authoritative guidance for share-based payments (SFAS 123R, “Share-Based Payment” / ASC 718), stock-based compensation cost is measured at the grant date, based on the estimated fair value of the award, and is recognized as expense over the employee’s requisite service period. The Company has no awards with market or performance conditions. On April 2, 2010, the Company had one principal equity compensation plan and employee stock purchase plan described below. The compensation cost that has been charged against income for the equity plan under the authoritative guidance for share-based payments was $10.9 million, $8.7 million and $6.3 million, and for the stock purchase plan was $1.3 million, $1.1 million and $0.8 million, for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008, respectively. The total income tax benefit recognized in the income statement for stock-based compensation arrangements under the authoritative guidance for share-based payments was $4.4 million, $3.5 million and $2.6 million for fiscal years 2010, 2009 and 2008, respectively. There was no compensation cost capitalized as part of inventory and fixed assets for fiscal years 2010, 2009 and 2008.

As of April 2, 2010, there was total unrecognized compensation cost related to unvested stock-based compensation arrangements granted under the Equity Participation Plan (including stock options and restricted stock units) and the Employee Stock Purchase Plan of $34.7 million and $0.3 million, respectively. These costs are expected to be recognized over a weighted average period of 2.3 years, 2.9 years and less than six months for stock options, restricted stock units and the Employee Stock Purchase Plan, respectively. The total fair value of shares vested during the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008, including stock options and restricted stock units, was $9.3 million, $6.3 million and $6.8 million, respectively.

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Stock options and employee stock purchase plan. The Company's employee stock options typically have a simple four-year vesting schedule and a six to ten year contractual term. The weighted average estimated fair value of employee stock options granted and employee stock purchase plan shares issued during the fiscal year 2010 was $10.55 and $7.84 per share, respectively, during fiscal year 2009 was $7.24 and $6.70 per share, respectively, and during the fiscal year 2008 was $10.00 and $8.66 per share, respectively, using the Black-Scholes model with the following weighted average assumptions (annualized percentages):

	Employee Stock Options			Employee Stock Purchase Plan		
	2010	2009	2008	2010	2009	2008
Volatility	43.0%	38.9%	38.9%	43.7%	54.6%	37.1%
Risk-free interest rate	1.6%	2.7%	3.7%	2.6%	1.2%	4.1%
Dividend yield	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Weighted average expected life	4.2 years	4.1 years	4.2 years	0.5 years	0.5 years	0.5 years

The Company's expected volatility is a measure of the amount by which its stock price is expected to fluctuate over the expected term of the stock-based award. The estimated volatilities for stock options are based on the historical volatility calculated using the daily stock price of the Company's stock over a recent historical period equal to the expected term. The risk-free interest rate that the Company uses in determining the fair value of its stock-based awards is based on the implied yield on U.S. Treasury zero-coupon issues with remaining terms equivalent to the expected term of its stock-based awards.

The expected life of employee stock options represents the calculation using the simplified method consistent with the authoritative guidance for share-based payments. Due to significant changes in the Company's option terms in October of 2006, the Company will continue to use the simplified method until it has the historical data necessary to provide a reasonable estimate of expected life. For the expected option life, the Company has "plain-vanilla" stock options, and therefore used a simple average of the vesting period and the contractual term for options as permitted by the authoritative guidance for share-based payments. The expected term or life of employee stock purchase rights issued represents the expected period of time from the date of grant to the estimated date that the stock purchase right under the Company's Employee Stock Purchase Plan would be fully exercised.

A summary of employee stock option activity for fiscal year 2010 is presented below:

	Number of Shares	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value (In thousands)
Outstanding at April 3, 2009	5,449,049	$ 20.12		
Options granted	383,900	29.05		
Options canceled	(94,874)	29.06		
Options exercised	(1,019,899)	19.06		
Outstanding at April 2, 2010	4,718,176	$ 20.90	3.22	$ 64,558
Vested and exercisable at April 2, 2010	3,875,024	$ 19.65	2.97	$ 57,874

The total intrinsic value of stock options exercised during the fiscal years 2010, 2009 and 2008 was $11.3 million, $3.9 million and $6.8 million, respectively.

Restricted stock units. Restricted stock units represent a right to receive shares of common stock at a future date determined in accordance with the participant's award agreement. There is no exercise price and no monetary payment required for receipt of restricted stock units or the shares issued in settlement of the award. Instead, consideration is furnished in the form of the participant's services to the Company. Restricted stock units generally vest over four years and have a six-year contractual term. Compensation cost for these awards is based on the fair value on the date of grant and recognized as compensation expense on a straight-line basis over the requisite service period. For fiscal years 2010, 2009 and 2008 the Company recognized $7.4 million, $4.8 million and $2.4 million, respectively, in stock-based compensation expense related to these restricted stock unit awards.

The per unit weighted average grant date fair value of restricted stock units granted during fiscal years 2010, 2009 and 2008 was $29.19, $20.41 and $25.66, respectively. A summary of restricted stock unit activity for fiscal year 2010 is presented below:

	Restricted Stock Units	Weighted Average Remaining Contractual Term in Years	Aggregate Intrinsic Value (In thousands)
Outstanding at April 3, 2009	814,211		
Awarded	831,250		
Forfeited	(21,807)		
Released	(234,039)		
Outstanding at April 2, 2010	1,389,615	1.70	$ 48,053
Vested and deferred at April 2, 2010	17,377	—	$ 601

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

During fiscal year 2010, 2009 and 2008, 234,039 restricted stock units vested with a total intrinsic value of $6.2 million; 94,181 restricted stock units vested with a total intrinsic value of $1.9 million; and 94,165 restricted stock units vested with a total intrinsic value of $2.9 million, respectively.

As stock-based compensation expense recognized in the consolidated statement of operations for the fiscal years 2010, 2009 and 2008 is based on awards ultimately expected to vest, it has been reduced for estimated forfeitures. The authoritative guidance for share-based payments requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

Total stock-based compensation expense recognized in accordance with the authoritative guidance for share-based payments was as follows:

	Fiscal Year Ended April 2, 2010	Fiscal Year Ended April 3, 2009	Fiscal Year Ended March 28, 2008
		(In thousands, except per share data)	
Stock-based compensation expense before taxes	$ 12,212	$ 9,837	$ 7,123
Related income tax benefits	(4,429)	(3,518)	(2,557)
Stock-based compensation expense, net of taxes	$ 7,783	$ 6,319	$ 4,566

For fiscal year 2010 the Company recorded no incremental tax benefits from stock options exercised and restricted stock unit award vesting as the excess tax benefit from stock options exercised and restricted stock unit award vesting increased the net operating loss carryforward. For fiscal years 2009 and 2008, the Company recorded incremental tax benefits from stock options exercised and restricted stock unit award vesting of $0.3 million and $1.0 million, respectively, which is classified as part of cash flows from financing activities in the consolidated statements of cash flows.

Independent research and development

Independent research and development (IR&D), which is not directly funded by a third party, is expensed as incurred. IR&D expenses consist primarily of salaries and other personnel-related expenses, supplies, prototype materials and other expenses related to research and development programs.

Rent expense, deferred rent obligations and deferred lease incentives

The Company leases all of its facilities under operating leases. Some of these lease agreements contain tenant improvement allowances funded by landlord incentives, rent holidays and rent escalation clauses. GAAP requires rent expense to be recognized on a straight-line basis over the lease term. The difference between the rent due under the stated periods of the lease compared to that of the straight-line basis is recorded as deferred rent within accrued and other long-term liabilities in the consolidated balance sheet.

For purposes of recognizing landlord incentives and minimum rental expenses on a straight-line basis over the terms of the leases, the Company uses the date that it obtains the legal right to use and control the leased space to begin amortization, which is generally when the Company enters the space and begins to make improvements in preparation of occupying new space. For tenant improvement allowances funded by landlord incentives and rent holidays, the Company records a deferred lease incentive liability in accrued and other long-term liabilities on the consolidated balance sheet and amortizes the deferred liability as a reduction to rent expense on the consolidated statement of operations over the term of the lease.

Certain lease agreements contain rent escalation clauses which provide for scheduled rent increases during the lease term or for rental payments commencing at a date other than the date of initial occupancy. Such “stepped” rent expense is recorded in the consolidated statement of operations on a straight-line basis over the lease term.

At April 2, 2010 and April 3, 2009, deferred rent included in accrued liabilities in the Company’s consolidated balance sheets was $0.5 million and $0.4 million, respectively, and deferred rent included in other long-term liabilities in the Company’s consolidated balance sheets was $6.1 million and $6.2 million, respectively.

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Income taxes

Accruals for uncertain tax positions are provided for in accordance with the authoritative guidance for accounting for uncertainty in income taxes (FASB Interpretation No. 48 (FIN 48), “Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109” / ASC 740). The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The authoritative guidance for accounting for uncertainty in income taxes also provides guidance on derecognition of income tax assets and liabilities, classification of current and deferred income tax assets and liabilities, accounting for interest and penalties associated with tax positions, and income tax disclosures. The Company’s policy is to recognize interest expense and penalties related to income tax matters as a component of income tax expense.

Current income tax expense is the amount of income taxes expected to be payable for the current year. A deferred income tax asset or liability is established for the expected future tax consequences resulting from differences in the financial reporting and tax bases of assets and liabilities and for the expected future tax benefit to be derived from tax credit and loss carryforwards. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred income tax expense (benefit) is the net change during the year in the deferred income tax asset or liability.

Earnings per share

Basic earnings per share is computed based upon the weighted average number of common shares outstanding during the period. Diluted earnings per share is based upon the weighted average number of common shares outstanding and potential common stock, if dilutive during the period. Potential common stock includes options granted and restricted stock units awarded under the Company’s equity compensation plan which are included in the earnings per share calculations using the treasury stock method, common shares expected to be issued under the Company’s employee stock purchase plan, other conditions denoted in the Company’s agreements with the predecessor stockholders of certain acquired companies at April 2, 2010, April 3, 2009 and March 28, 2008, and shares potentially issuable under the amended ViaSat 401(k) Profit Sharing Plan in connection with the Company’s decision to pay a discretionary match in common stock or cash.

Segment reporting

The Company’s government systems, commercial networks and satellite services segments are primarily distinguished by the type of customer and the related contractual requirements. The Company’s government systems segment develops and produces network centric, IP-based secure government communications systems, products and solutions. The more regulated government environment is subject to unique contractual requirements and possesses economic characteristics which differ from the commercial networks and satellite services segments. The Company’s commercial networks segment develops and produces a variety of advanced end-to-end satellite communication systems and ground networking equipment and products. The Company’s satellite services segment includes both the Company’s recently acquired WildBlue business (which provides wholesale and retail satellite-based broadband internet services in the United Sates) and the Company’s managed network services which complement the commercial networks segment by supporting the satellite communication systems of the Company’s enterprise and mobile broadband customers. The Company’s satellite services segment also includes the Company’s ViaSat-1 satellite-related activities. The Company’s reporting segments, government systems, commercial networks and satellite services, are determined consistent with the way management currently organizes and evaluates financial information internally for making operating decisions and assessing performance.

Recent authoritative guidance

In June 2009, the FASB issued authoritative guidance which amends the consolidation guidance applicable to variable interest entities (SFAS 167, “Amendments to FASB Interpretation No. 46R”). The guidance will affect the overall consolidation analysis under the current authoritative guidance for consolidation of variable interest entities (FIN 46R / ASC 810) and is effective for the Company as of the beginning of the first quarter of fiscal year 2011. The Company is currently evaluating the impact that the guidance may have on its consolidated financial statements and disclosures.

In October 2009, the FASB issued authoritative guidance for revenue recognition with multiple deliverables (EITF 08-1, “Revenue Arrangements with Multiple Deliverables”). This new guidance impacts the determination of when the individual deliverables included in a multiple-element arrangement may be treated as separate units of accounting. Additionally, this guidance modifies the manner in which the transaction consideration is allocated across the separately identified deliverables by no longer permitting the residual method of allocating arrangement consideration. This guidance will be effective for the Company beginning in the first quarter of fiscal year 2012, however early adoption is permitted. The revised guidance is not expected to have a material impact on the Company’s consolidated financial statements.

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Note 2 — Composition of Certain Balance Sheet Captions

	April 2, 2010	April 3, 2009
	(In thousands)	
Accounts receivable, net:		
Billed	$ 93,737	$ 76,999
Unbilled	83,153	87,469
Allowance for doubtful accounts	(539)	(362)
	$ 176,351	$ 164,106
Inventories:		
Raw materials	$ 36,255	$ 33,607
Work in process	21,345	14,876
Finished goods	25,362	17,079
	$ 82,962	$ 65,562
Prepaid expenses and other current assets:		
Prepaid expenses	$ 13,239	$ 13,521
Income tax receivable	9,022	2,460
Other	6,596	2,960
	$ 28,857	$ 18,941
Satellites, net:		
Satellite — WildBlue-1 (estimated life of 10 years)	$ 195,890	$ —
Capital lease of satellite capacity — Anik F2 (estimated useful life of 10 years)	99,090	—
Satellite under construction	209,432	110,588
	504,412	110,588
Less accumulated depreciation and amortization	(8,723)	—
	$ 495,689	$ 110,588
Property and equipment, net:		
Machinery and equipment (estimated useful life of 2-5 years)	$ 96,484	$ 56,053
Computer equipment and software (estimated useful life of 3 years)	55,384	43,591
CPE leased equipment (estimated useful life of 3 years)	41,469	—
Furniture and fixtures (estimated useful life of 7 years)	10,760	9,918
Leasehold improvements (estimated useful life of 2-11 years)	20,119	17,573
Building (estimated useful life of 24 years)	8,923	—
Land	4,384	3,124
Construction in progress	18,578	5,272
	256,101	135,531
Less accumulated depreciation and amortization	(100,297)	(75,894)
	$ 155,804	$ 59,637
Other assets:		
Capitalized software costs, net	$ 8,683	$ 672
Patents, orbital slots and other licenses, net	7,954	4,144
Deferred income taxes	44,910	13,771
Other	20,952	13,222
	$ 82,499	$ 31,809
Accrued liabilities:		
Current portion of warranty reserve	$ 6,410	$ 6,853
Accrued vacation	13,437	10,935
Accrued employee compensation	17,268	16,768
Collections in excess of revenues and deferred revenues	46,180	26,811
Other	18,956	10,670
	$ 102,251	$ 72,037
Other liabilities:		
Accrued warranty	$ 4,798	$ 4,341
Unrecognized tax position liabilities	2,644	10,773
Deferred rent, long-term portion	6,127	6,191
Deferred revenue, long-term portion	4,584	—
Other	6,242	3,413
	$ 24,395	$ 24,718

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Note 3 — Fair Value Measurement

Effective March 29, 2008, the Company adopted the authoritative guidance for financial assets and liabilities measured at fair value on a recurring basis. The guidance does not require any new fair value measurements but rather eliminates inconsistencies in prior authoritative guidance. The guidance defines fair value, establishes a framework for measuring fair value and establishes a hierarchy that categorizes and prioritizes the sources to be used to estimate fair value. As a basis for categorizing inputs, the guidance, establishes the following hierarchy which prioritizes the inputs used to measure fair value from market based assumptions to entity specific assumptions:

- Level 1 — Inputs based on quoted market prices for identical assets or liabilities in active markets at the measurement date.
- Level 2 — Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 — Inputs which reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date. The inputs are unobservable in the market and significant to the instruments valuation.

Effective April 4, 2009, the Company adopted the authoritative guidance for non-financial assets and liabilities that are remeasured at fair value on a non-recurring basis without material impact on its consolidated financial statements and disclosures.

The following tables present the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis as of April 2, 2010 and April 3, 2009:

	Fair value at April 2, 2010	Level 1	Level 2	Level 3
		(In thousands)		
Assets				
Cash equivalents	$ 16,250	$ 14,810	$ 1,440	$ —
Total assets measured at fair value on a recurring basis	$ 16,250	$ 14,810	$ 1,440	$ —

	Fair value at April 3, 2009	Level 1	Level 2	Level 3
		(In thousands)		
Assets				
Cash equivalents	$ 2,029	$ 6	$ 2,023	$ —
Total assets measured at fair value on a recurring basis	$ 2,029	$ 6	$ 2,023	$ —

The following section describes the valuation methodologies the Company uses to measure financial instruments at fair value:

Cash equivalents — The Company's cash equivalents consist of money market funds. Certain money market funds are valued using quoted prices for identical assets in an active market with sufficient volume and frequency of transactions (Level 1). The remaining portion of money market funds are valued based on quoted prices for similar assets or liabilities, quoted prices in markets with insufficient volume or infrequent transactions (less active markets), or brokers' model driven valuations in which all significant inputs are observable or can be obtained from or corroborated by observable market data for substantially the full term of the assets (Level 2).

Long-term debt — As of April 2, 2010, the Company's long-term debt consisted of borrowings under the Credit Facility, reported at the borrowed outstanding amount with current accrued interest and the Notes reported at amortized cost. However, the Company is required to disclose the fair value of outstanding debt on a recurring basis. The fair value of the Company's outstanding long-term debt related to the Notes is determined using quoted prices in active markets and was approximately $281.2 million as of April 2, 2010. The fair value of the Company's long-term debt related to the Credit Facility approximates its carrying amount due to its variable interest rate on revolving line of credit. The Company had no long-term debt as of April 3, 2009.

Foreign currency forward exchange contracts — The Company had no foreign currency forward exchange contracts outstanding at April 2, 2010 and April 3, 2009.

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Note 4 —Goodwill and Acquired Intangible Assets

During the fourth quarter of fiscal year 2009, the Company made a $1.1 million adjustment reducing commercial networks segment goodwill related to certain pre-acquisition federal net operating loss carryovers with a corresponding adjustment to deferred tax assets. During the fourth quarter of 2009 a less than $0.1 million adjustment reducing the Company's government systems segment goodwill related to certain deferred tax asset adjustments was made. As of April 3, 2009, JAST achieved financial results entitling the former JAST stockholders to $0.2 million of additional consideration. The $0.2 million payable outstanding at April 3, 2009, was paid on April 30, 2009 by the Company in cash in full settlement of all additional consideration provisions. The additional purchase price consideration of $0.2 million was recorded as additional commercial networks segment goodwill in the fourth quarter of fiscal year 2009.

The acquisition of WildBlue during fiscal year 2010 resulted in an increase of the Company's goodwill of approximately $9.4 million which was recorded within the Company's satellite services segment.

The other acquired intangible assets are amortized using the straight-line method over their estimated useful lives of eight months to ten years. Amortization expense was $9.5 million, $8.8 million and $9.6 million for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008, respectively.

The expected amortization expense of amortizable acquired intangible assets may change due to the effects of foreign currency fluctuations as a result of the international business acquired. Expected amortization expense for the next five fiscal years is as follows:

	Amortization (In thousands)
Expected for fiscal year 2011	$ 17,807
Expected for fiscal year 2012	16,551
Expected for fiscal year 2013	13,446
Expected for fiscal year 2014	11,705
Expected for fiscal year 2015	11,628
Thereafter	18,252
	$ 89,389

The allocation of the other acquired intangible assets and the related accumulated amortization as of April 2, 2010 and April 3, 2009 is as follows:

(In thousands)	As of April 2, 2010 Total	As of April 2, 2010 Accumulated Amortization	As of April 2, 2010 Net book Value	As of April 3, 2009 Total	As of April 3, 2009 Accumulated Amortization	As of April 3, 2009 Net book Value
Technology (estimated useful life of 3-9 years)	$ 44,552	$ (39,147)	$ 5,405	$ 44,392	$ (35,288)	$ 9,104
Contracts and customer relationships (estimated useful life of 3-10 years)	86,707	(17,184)	69,523	18,898	(13,030)	5,868
Non-compete agreements (estimated useful life of 3-5 years)	9,098	(8,870)	228	9,076	(8,585)	491
Satellite co-location rights (estimated life of 10 years)	8,600	(270)	8,330	—	—	—
Trade name (estimated useful life of 3 years)	5,680	(552)	5,128	—	—	—
Other amortizable assets (estimated useful life of 8 months to 10 years)	9,326	(8,551)	775	9,323	(8,131)	1,192
Total other acquired intangible assets	$ 163,963	$ (74,574)	$ 89,389	$ 81,689	$ (65,034)	$ 16,655

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Note 5 — Long-Term Debt and Line of Credit

Long-term debt consisted of the following as of April 2, 2010 and April 3, 2009:

	April 2, 2010	April 3, 2009
	(In thousands)	
Line of credit	$ 60,000	$ —
Senior notes due 2016 (the Notes)	275,000	—
Unamortized discount on the Notes	(3,199)	—
Total Notes	271,801	—
Less: current portion of long-term debt	—	—
Balance, end of period	$ 331,801	$ —

The aggregate maturities of the Company's long-term debt obligations, excluding the effects of discount accretion on its $275.0 million of Notes are as follows:

Fiscal Years Ending,	(In thousands)
2011	$ —
2012	—
2013	60,000
2014	—
2015	—
Thereafter	275,000
	$ 335,000

Senior notes due 2016

On October 22, 2009, the Company issued $275.0 million in principal amount of 8.875% Senior Notes due 2016 (the Notes), in a private placement to institutional buyers, which Notes were exchanged in May 2010 for substantially identical Notes that had been registered with the SEC. The Notes bear interest at the rate of 8.875% per year, payable semi-annually in cash in arrears, commencing in March 2010, and were issued with an original issue discount of 1.24% or, $3.4 million. The Notes are recorded as long-term debt, net of original issue discount, in the Company's consolidated financial statements. The original issue discount and deferred financing cost associated with the issuance of the Notes is amortized to interest expense on a straight-line over the term of the Notes.

The Notes are guaranteed on an unsecured senior basis by each of the Company's existing and future subsidiaries that guarantees the Credit Facility. The Notes and the guarantees are the Company's and the guarantors' general senior unsecured obligations and rank equally in right of payment with all of the Company's existing and future unsecured unsubordinated debt. The Notes and the guarantees are effectively junior in right of payment to their existing and future secured debt, including under the Credit Facility (to the extent of the value of the assets securing such debt), are structurally subordinated to all existing and future liabilities (including trade payables) of the Company's subsidiaries that are not guarantors of the Notes, and are senior in right of payment to all of their existing and future subordinated indebtedness.

The indenture agreement governing the Notes limits, among other things, the Company's and its restricted subsidiaries' ability to: incur, assume or guarantee additional debt; issue redeemable stock and preferred stock; pay dividends, make distributions or redeem or repurchase capital stock; prepay, redeem or repurchase subordinated debt; make loans and investments; grant or incur liens; restrict dividends, loans or asset transfers from restricted subsidiaries; sell or otherwise dispose of assets; enter into transactions with affiliates; reduce the Company's satellite insurance; and consolidate or merge with, or sell substantially all of their assets to, another person.

Prior to September 15, 2012, the Company may redeem up to 35% of the Notes at a redemption price of 108.875% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to the redemption date, from the net cash proceeds of specified equity offerings. The Company may also redeem the Notes prior to September 15, 2012, in whole or in part, at a redemption price equal to 100% of the principal amount thereof plus the applicable premium and any accrued and unpaid interest, if any, thereon to the redemption date. The applicable premium is calculated as the greater of: (i) 1.0% of the principal amount of such Notes and (ii) the excess, if any, of (a) the present value at such date of redemption of (1) the redemption price of such Notes on September 15, 2012 plus (2) all required interest payments due on such Notes through September 15, 2012 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the treasury rate (as defined under the indenture) plus 50 basis points, over (b) the then-outstanding principal amount of such Notes. The Notes may be redeemed, in whole or in part, at any time during the twelve months beginning on September 15, 2012 at a redemption price of 106.656%, during the twelve months beginning on September 15, 2013 at a redemption price of 104.438%, during the twelve months beginning on September 15, 2014 at a redemption price of 102.219%, and at any time on or after September 12, 2015 at a redemption price of 100%, in each case plus accrued and unpaid interest, if any, thereon to the redemption date.

In the event a change of control occurs (as defined under the indenture), each holder will have the right to require the Company to repurchase all or any part (equal to $2,000 or larger integral multiples of $1,000) of such holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In connection with the private placement of the Notes, the Company and the guarantors entered into a registration rights agreement with the initial purchasers in which the Company agreed to file a registration statement with the SEC to permit the holders to exchange or resell the Notes. The Company agreed to use commercially reasonable efforts to consummate an exchange offer within 365 days after the issuance of the Notes or, under certain circumstances, to prepare and file a shelf registration statement to cover the resale of the Notes. If the Company and the guarantors did not comply with certain of their obligations under the registration rights agreement, the registration rights agreement provided that additional interest would accrue on the principal amount of the Notes at a rate of 0.25% per annum during the 90-day period immediately following such default and would increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event would the penalty rate exceed 1.00% per annum. The Company consummated the exchange offer on May 24, 2010. Accordingly, the Company has no obligation to pay additional interest on the Notes.

Credit Facility

The Credit Facility, as amended, provides a revolving line of credit of $275.0 million (including up to $35.0 million of letters of credit), which facility matures on July 1, 2012. Borrowings under the Credit Facility bear interest, at the Company's option, at either (1) the highest of the Federal Funds rate plus 0.50%, the Eurodollar rate plus 1.00% or the administrative agent's prime rate as announced from time to time, or (2) at the Eurodollar rate plus, in the case of each of (1) and (2), an applicable margin that is based on the ratio of the Company's debt to earnings before interest, taxes, depreciation and amortization (EBITDA). At April 2, 2010, the effective interest rate on the Company's outstanding borrowings under the Credit Facility was 4.75%. The Company has capitalized certain amounts of interest expense on the Credit Facility in connection with the construction of ViaSat-1 and other assets. The Credit Facility is guaranteed by certain of the Company's domestic subsidiaries and collateralized by substantially all of the Company's and the guarantors' assets.

The Credit Facility contains financial covenants regarding a maximum leverage ratio, a maximum senior secured leverage ratio and a minimum interest coverage ratio. In addition, the Credit Facility contains covenants that restrict, among other things, the Company's ability to sell assets, make investments and acquisitions, make capital expenditures, grant liens, pay dividends and make certain other restricted payments. On December 14, 2009, the Company amended the Credit Facility to clarify the calculation of EBITDA following the completion of the WildBlue acquisition. On March 15, 2010 the Company further amended the Credit Facility to, among other things, (1) increase the aggregate amount of letters of credit that may be issued from $25.0 million to $35.0 million, (2) permit ViaSat to request an increase in the revolving loan commitment under the Credit Facility of up to $90.0 million, (3) increase the basket for permitted indebtedness for capital lease obligations from $10.0 million to $50.0 million, (4) increase the maximum permitted leverage ratio and senior secured leverage ratio, (5) decrease the minimum permitted interest coverage ratio, and (6) increase certain baskets under the Credit Facility for permitted investments and capital expenditures. On March 23, 2010, the Company increased the amount of its revolving line of credit under the Credit Facility from $210.0 million to $275.0 million.

The Company was in compliance with its financial covenants under the Credit Facility as of April 2, 2010. At April 2, 2010, the Company had $60.0 million in principal amount of outstanding borrowings under the Credit Facility and $12.9 million outstanding under standby letters of credit, leaving borrowing availability under the Credit Facility of $202.1 million.

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Note 6 — Common Stock and Stock Plans

On March 31, 2010, the Company and certain former debt and equity investors in WildBlue (the WildBlue Investors) completed the sale of an aggregate of 6,900,000 shares of ViaSat common stock in an underwritten public offering, 3,173,962 of which were sold by the Company and 3,726,038 of which were sold by such WildBlue Investors. The Company's net proceeds from the offering were approximately $100.5 million after deducting underwriting discounts and estimated offering expenses. The shares sold by such WildBlue Investors in the offering constituted shares of ViaSat common stock issued to such WildBlue Investors in connection with the Company's acquisition of WildBlue. The Company expects to use the net proceeds from the offering for general corporate purposes, which may include working capital, capital expenditures, financing costs related to the purchase, launch and operation of ViaSat-1 or any future satellite, or other potential acquisitions. On April 1, 2010, the Company used $80.0 million of the net proceeds to repay outstanding borrowings under the Credit Facility.

In March 2010, the Company filed a universal shelf registration statement with the SEC for the future sale of an unlimited amount of debt securities, common stock, preferred stock, depositary shares, warrants, and rights. The securities may be offered from time to time, separately or together, directly by the Company, by selling security holders, or through underwriters, dealers or agents at amounts, prices, interest rates and other terms to be determined at the time of the offering.

In November 1996, the Company adopted the 1996 Equity Participation Plan. The 1996 Equity Participation Plan provides for the grant to executive officers, other key employees, consultants and non-employee directors of the Company a broad variety of stock-based compensation alternatives such as nonqualified stock options, incentive stock options, restricted stock units and performance awards. From November 1996 to October 2008 through various amendments of the 1996 Equity Participation Plan, the Company increased the maximum number of shares reserved for issuance under this plan from 2,500,000 shares to 12,600,000 shares. The Company believes that such awards better align the interests of its employees with those of its stockholders. Shares of the Company's common stock granted under the Plan in the form of stock options or stock appreciation right are counted against the Plan share reserve on a one for one basis. Shares of the Company's common stock granted under the Plan as an award other than as an option or as a stock appreciation right with a per share purchase price lower than 100% of fair market value on the date of grant are counted against the Plan share reserve as two shares for each share of common stock. Option awards are granted with an exercise price equal to the market price of the Company's stock at the date of grant. Restricted stock units are granted to eligible employees and directors and represent rights to receive shares of common stock at a future date. As of April 2, 2010, the Company had granted options and restricted stock units, net of cancellations, to purchase 8,716,525 and 1,812,000 shares of common stock, respectively, under the Plan.

In November 1996, the Company adopted the ViaSat, Inc. Employee Stock Purchase Plan (the Employee Stock Purchase Plan) to assist employees in acquiring a stock ownership interest in the Company and to encourage them to remain in the employment of the Company. The Employee Stock Purchase Plan is intended to qualify under Section 423 of the Internal Revenue Code. In July of 2009, the Company amended the Employee Stock Purchase Plan to increase the maximum number of shares reserved for issuance under this plan from 1,500,000 shares to 2,250,000 shares. The Employee Stock Purchase Plan permits eligible employees to purchase common stock at a discount through payroll deductions during specified six-month offering periods. No employee may purchase more than $25,000 worth of stock in any calendar year. The price of shares purchased under the Employee Stock Purchase Plan is equal to 85% of the fair market value of the common stock on the first or last day of the offering period, whichever is lower. As of April 2, 2010, the Company had issued 1,550,914 shares of common stock under this plan.

Transactions related to the Company's stock options are summarized as follows:

	Number of Shares	Exercise Price per Share	Weighted Average Exercise Price per Share
Outstanding at March 30, 2007	5,679,553	$4.70 — $43.82	$ 18.78
Options granted	401,950	19.74 — 32.62	27.56
Options canceled	(54,089)	5.03 — 32.62	24.73
Options exercised	(386,189)	5.03 — 28.91	14.76
Outstanding at March 28, 2008	5,641,225	4.70 — 43.82	19.63
Options granted	280,800	19.05 — 27.27	21.04
Options canceled	(135,700)	10.73 — 33.68	24.86
Options exercised	(337,276)	4.70 — 22.03	10.73
Outstanding at April 3, 2009	5,449,049	5.03 — 43.82	20.12
Options granted	383,900	23.66 — 29.45	29.05
Options canceled	(94,874)	5.03 — 43.82	29.06
Options exercised	(1,019,899)	5.03 — 30.74	19.06
Outstanding at April 2, 2010	4,718,176	$5.03 — $33.68	$ 20.90

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All options issued under the Company's stock option plans have an exercise price equal to the fair market value of the Company's stock on the date of the grant.

The following table summarizes all options outstanding and exercisable by price range as of April 2, 2010:

Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Contractual Life-Years	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
$5.03 — $13.16	761,499	2.37	$11.42	761,499	$11.42
13.22 — 18.25	525,658	2.55	16.18	525,658	16.18
18.41 — 18.71	9,500	3.75	18.50	9,500	18.50
18.73 — 18.73	538,901	4.60	18.73	538,901	18.73
18.97 — 20.95	483,633	3.85	20.25	289,283	20.35
21.02 — 22.00	321,500	4.55	21.29	321,500	21.29
22.03 — 22.03	477,839	0.48	22.03	477,839	22.03
22.43 — 25.88	329,546	3.99	24.24	304,946	24.19
26.15 — 26.15	550,125	2.53	26.15	411,193	26.15
26.63 — 33.68	719,975	4.56	29.99	234,705	30.95
$5.03 — $33.68	4,718,176	3.22	$20.90	3,875,024	$19.65

Transactions related to the Company's restricted stock units are summarized as follows:

	Number of Restricted Stock Units
Outstanding at March 30, 2007	389,514
Awarded	12,900
Forfeited	(7,340)
Released	(94,165)
Outstanding at March 28, 2008	300,909
Awarded	637,200
Forfeited	(29,717)
Released	(94,181)
Outstanding at April 3, 2009	814,211
Awarded	831,250
Forfeited	(21,807)
Released	(234,039)
Outstanding at April 2, 2010	1,389,615

All restricted stock units awarded under the Company's stock plans have an exercise price equal to zero.

Note 7 — Earnings Per Share Attributable to ViaSat, Inc. Common Stockholders

	Fiscal Years Ended		
	April 2, 2010	April 3, 2009	March 28, 2008
Weighted average common shares outstanding used in calculating basic net income per share	33,020,333	30,771,698	30,231,925
Weighted average options to purchase common stock as determined by application of the treasury stock method	1,403,459	944,110	1,835,023
Weighted average restricted stock units to acquire common stock as determined by application of the treasury stock method	271,481	129,550	96,198
Weighted average contingently issuable shares in connection with certain terms of the JAST acquisition agreement	—	5,017	9,803
Weighted average contingently issuable shares in connection with certain terms of the Enerdyne acquisition agreement	—	—	15,482
Weighted average potentially issuable shares in connection with certain terms of the amended Viasat 401(k) Profit Sharing Plan	114,200	1,204	—
Employee Stock Purchase Plan equivalents	29,047	32,028	35,259
Shares used in computing diluted net income per share	34,838,520	31,883,607	32,223,690

Antidilutive shares relating to stock options excluded from the calculation were 496,545, 2,771,573, and 986,136 shares for the fiscal years ended April 2, 2010, April 3, 2009, and March 28, 2008, respectively. Antidilutive shares relating to restricted stock units excluded from the calculation were 521, 8,490 and 1,854 for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008.

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Note 8 — Income Taxes

The provision for income taxes includes the following:

	Fiscal Years Ended April 2, 2010	April 3, 2009 (In thousands)	March 28, 2008
Current tax provision (benefit)			
Federal	$ (6,461)	$ 13,021	$ 15,233
State	(667)	3,644	1,650
Foreign	199	215	214
	(6,929)	16,880	17,097
Deferred tax provision (benefit)			
Federal	13,608	(5,059)	(2,064)
State	(1,191)	(5,005)	(1,512)
Foreign	(50)	(22)	—
	12,367	(10,086)	(3,576)
Total provision for income taxes	$ 5,438	$ 6,794	$ 13,521

Significant components of the Company's net deferred tax assets are as follows:

	As of April 2, 2010	April 3, 2009 (In thousands)
Deferred tax assets:		
Net operating loss carryforwards	$ 86,325	$ 592
Tax credit carryforwards	28,673	14,768
Warranty reserve	4,363	4,469
Accrued compensation	4,394	6,972
Deferred rent	2,582	2,606
Inventory reserve	1,498	1,666
Stock-based compensation	7,654	5,915
Contract accounting	2,005	5,939
Other	8,001	2,110
Valuation allowance	(13,074)	(2,062)
Total deferred tax assets	132,421	42,975
Deferred tax liabilities:		
Property, equipment and satellites and intangible assets	70,160	2,481
Total deferred tax liabilities	70,160	2,481
Net deferred tax assets	$ 62,261	$ 40,494

A reconciliation of the provision for income taxes to the amount computed by applying the statutory federal income tax rate to income before income taxes is as follows:

	Fiscal Years Ended April 2, 2010	April 3, 2009 (In thousands)	March 28, 2008
Tax expense at federal statutory rate	$ 12,698	$ 15,834	$ 16,830
State tax provision, net of federal benefit	2,259	2,545	2,071
Tax credits	(11,408)	(10,017)	(5,604)
Manufacturing deduction	—	(920)	(659)
Non-deductible transaction costs	1,435	—	—
Other	454	(648)	883
Total provision for income taxes	$ 5,438	$ 6,794	$ 13,521

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As of April 2, 2010, the Company had federal and state research credit carryforwards of approximately $28.8 million and $37.2 million, respectively, which begin to expire in fiscal year 2026 and fiscal year 2019, respectively,and federal and state net operating loss carryforwards of approximately $205.7 million and $359.4 million, respectively, which begin to expire in fiscal year 2029 and fiscal year 2014, respectively.

In accordance with the authoritative guidance for income taxes (SFAS 109, "Accounting for Income Taxes" / ASC 740), net deferred tax assets are reduced by a valuation allowance if, based on all the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. A valuation allowance of $13.1 million at April 2, 2010 and $2.1 million at April 3, 2009 has been established relating to state net operating loss carryforwards and research credit carryforwards that, based on management's estimate of future taxable income attributable to certain states and generation of additional research credits, are considered more likely than not to expire unused. Approximately $9.7 million of the increase in the valuation allowance was due to the acquisition of certain deferred tax assets of WildBlue. The acquired deferred tax assets from WildBlue were recorded net of the valuation allowance with a corresponding adjustment to increase goodwill. The valuation allowance relates to state net operating loss carryforwards and research credit carryforwards available to reduce state income taxes.

In fiscal year 2010, approximately $71.5 million of deferred tax assets were increased related to pre-acquisition federal net operating loss carryovers with a corresponding adjustment to decrease goodwill related to the WildBlue acquisition. In addition, approximately $17.0 million of deferred tax assets were increased related to pre-acquisition state net operating loss carryovers with a corresponding adjustment to decrease goodwill related to the WildBlue acquisition.

If the Company has an "Ownership Change" as defined under Internal Revenue Code Section 382, it may have an annual limitation on the utilization of its net operating loss and tax credit carryforwards.

On March 31, 2007, the Company adopted the provisions of the authoritative guidance for accounting for uncertainty in income taxes (Financial Accounting Standards Board (FASB) Interpretation No. 48 (FIN 48), "Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109" / ASC 740).

The following table summarizes the activity related to the Company's unrecognized tax benefits:

	As of	
(In thousands)	**April 2, 2010**	**April 3, 2009**
Balance, beginning of fiscal year	$ 37,917	$ 30,691
Increases related to current year tax positions	3,031	8,880
Decrease related to prior year tax positions	(2,058)	(717)
Statute expirations	(3,452)	(937)
Settlements	(3,679)	—
Balance, end of fiscal year	$ 31,759	$ 37,917

Of the total unrecognized tax benefits at April 2, 2010, approximately $24.3 million would reduce the Company's annual effective tax rate if recognized, subject to valuation allowance consideration.

Included in the balance at April 2, 2010 are $2.1 million of tax positions for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility. Because of the impact of deferred tax accounting, other than interest and penalties, the disallowance of the shorter deductibility period would not affect the annual effective tax rate but would accelerate the payment of cash to the taxing authority to an earlier period.

In the next twelve months it is reasonably possible that the amount of unrecognized tax benefits will decrease by approximately $3.2 million as a result of the expiration of the statute of limitations or settlements with tax authorities for previously filed tax returns.

The Company is subject to periodic audits by domestic and foreign tax authorities. The Internal Revenue Service (IRS) examination of the Company's U.S. federal tax returns for fiscal year 2006 was completed in the first quarter of fiscal year 2010 and agreement was reached with the IRS on the proposed adjustments. There was no material impact on income taxes or interest resulting from this audit and the Company considers this fiscal year to be effectively settled under FIN 48. By statute, the Company's U.S. federal returns are subject to examination by the IRS for fiscal years 2007 through 2009. Additionally, tax credit carryovers that were generated in prior years and utilized in these years may also be subject to examination by the IRS. With few exceptions, the fiscal years 2006 to 2009 remain open to examination by state and foreign taxing jurisdictions. The Company believes that it has appropriate support for the income tax positions taken on its tax returns and its accruals for tax liabilities are adequate for all open years based on an assessment of many factors, including past experience and interpretations. The Company's policy is to recognize interest expense and penalties related to income tax matters as a component of income tax expense. There was $0.5 million of accrued interest and penalties associated with uncertain tax positions as of April 2, 2010. A decrease of $0.7 million of interest and penalties was recorded in the period ended April 2, 2010.

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Note 9 — Acquisition

On December 15, 2009, the Company completed the acquisition of all outstanding shares of WildBlue, a privately held provider of broadband internet service, delivering two-way broadband internet access via satellite in the contiguous United States. The purchase price of approximately $574.6 million was comprised primarily of $131.9 million related to the fair value of 4,286,250 shares of the Company's common stock issued at the closing date and $442.7 million in cash consideration. The $442.7 million in cash consideration paid to the former WildBlue stockholders less cash and restricted cash acquired of $64.7 million resulted in a net cash outlay of approximately $378.0 million. As of April 2, 2010, all of the acquired restricted cash had become unrestricted.

The Company accounts for business combinations pursuant to the authoritative guidance for business combinations (Statement of Financial Accounting Standard (SFAS) No. 141R (SFAS 141R), "Business Combinations," / ASC 805). Accordingly, the Company allocated the purchase price of the acquired company to the net tangible assets and intangible assets acquired based upon their estimated fair values. Under the authoritative guidance for business combinations, acquisition-related transaction costs and acquisition-related restructuring charges are not included as components of consideration transferred but are accounted for as expenses in the period in which the costs are incurred. Total merger-related transaction costs incurred by the Company were approximately $8.7 million, which were incurred and recorded in selling, general and administrative expenses in fiscal year 2010.

The preliminary purchase price allocation of the acquired assets and assumed liabilities based on the estimated fair values is as follows:

	(In thousands)
Current assets	$ 106,672
Property, equipment and satellites	378,263
Identifiable intangible assets	82,070
Goodwill	9,402
Deferred income taxes	23,100
Other assets	1,969
Total assets acquired	601,476
Current liabilities	(19,689)
Other long term liabilities	(7,168)
Total liabilities assumed	(26,857)
Total purchase price	$ 574,619

Amounts assigned to identifiable intangible assets are being amortized on a straight-line basis over their estimated useful lives and are as follows:

	Preliminary fair value (In thousands)	Estimated remaining life
Trade name	$ 5,680	3
Customer relationships—retail	39,840	6
Customer relationships—wholesale	27,950	8
Satellite co-location rights	8,600	10
Total identifiable intangible assets	$ 82,070	

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The intangible assets acquired in the WildBlue business combination were determined, in accordance with the authoritative guidance for business combinations, based on the estimated fair values using valuation techniques consistent with the market approach, income approach and/or cost approach to measure fair value. The remaining useful lives were estimated based on the underlying agreements and/or the future economic benefit expected to be received from the assets. Under the terms of the co-location right agreement, the Company has certain option periods that begin in approximately 10 years based upon the life of Anik F2 Ka-Band Payload.

The acquisition of WildBlue is beneficial to the Company as it is expected to enable the Company to integrate the extensive bandwidth capacity of its ViaSat-1 satellite into WildBlue's existing distribution and fulfillment resources, which are expected to reduce initial service costs and improve subscriber growth. These benefits and additional opportunities were among the factors that contributed to a purchase price resulting in the recognition of preliminary estimated goodwill, which was recorded within the Company's satellite services segment. The intangible assets and goodwill recognized are not deductible for federal income tax purposes. The purchase price allocation is preliminary due to pending resolution of certain WildBlue tax attributes.

The consolidated financial statements include the operating results of WildBlue from the date of acquisition. Since the acquisition date, the Company recorded approximately $63.4 million in revenue and $0.4 million of net income with respect to the WildBlue business in the Company's consolidated statements of operations.

Unaudited Pro Forma Financial Information

The unaudited financial information in the table below summarizes the combined results of operations for the Company and WildBlue on a pro forma basis, as though the companies had been combined as of the beginning of the related fiscal years. The pro forma financial information is presented for informational purposes only and may not be indicative of the results of operations that would have been achieved if the acquisition had taken place at the beginning of the related fiscal years. The pro forma financial information for fiscal years 2010 and 2009 include the business combination accounting effect on historical WildBlue revenue, elimination of the historical ViaSat revenues and related costs of revenues derived from sales of CPE units to WildBlue, amortization and depreciation charges from acquired intangible and tangible assets, the difference between WildBlue's and ViaSat's historical interest expense/interest income due to ViaSat's new capitalization structure as a result of the acquisition, related tax effects and adjustment to shares outstanding for shares issued for the acquisition.

	Fiscal Years Ended	
	April 2, 2010	April 3, 2009
	(In thousands, except per share data)	
Total revenues	$ 818,505	$ 792,241
Net income attributable to ViaSat, Inc.	$ 30,792	$ 4,921
Basic net income per share attributable to ViaSat, Inc. common stockholders	$ .85	$ .14
Diluted net income per share attributable to ViaSat, Inc. common stockholders	$ .81	$ .14

Note 10 — Employee Benefits

The Company is a sponsor of a voluntary deferred compensation plan under Section 401(k) of the Internal Revenue Code which was amended during the fourth quarter of fiscal year 2009. Under the amended plan, the Company may make discretionary contributions to the plan which vest over six years. The Company's discretionary matching contributions to the plan are based on the amount of employee contributions and can be made in cash or the Company's common stock at the Company's election. Subsequent to the fiscal year-end, the Company elected to settle the discretionary contributions liability in stock. Based on the year-end common stock closing price, the Company would issue 149,037 shares of common stock at this time. Discretionary contributions accrued by the Company during fiscal years 2010 and 2009 amounted to $5.2 million and $5.1 million, respectively.

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Note 11 — Commitments

In January 2008, the Company entered into several agreements with Space Systems/Loral (SS/L), Loral Space & Communications (Loral) and Telesat Canada (Telesat) related to the Company's high-capacity satellite system. Under the satellite construction contract with SS/L, the Company purchased a new broadband satellite (ViaSat-1) designed by the Company and currently under construction by SS/L for approximately $209.1 million, subject to purchase price adjustments based on satellite performance. The total cost of the satellite is $246.0 million, but, as part of the satellite purchase arrangements, Loral executed a separate contract with SS/L whereby Loral is purchasing the Canadian beams on the ViaSat-1 satellite for approximately $36.9 million (15% of the total satellite cost). The Company has also entered into a beam sharing agreement with Loral, whereby Loral has agreed to reimburse the Company for 15% of the total costs associated with launch and launch insurance, for which the reimbursement amount is estimated to be approximately $20.3 million, and in-orbit insurance and satellite operating costs post launch.

In November 2008, the Company entered into a launch services agreement with Arianespace to procure launch services for the ViaSat-1 satellite at a cost estimated to be $107.8 million, depending on the mass of the satellite at launch. In March 2009, the Company substituted ILS International Launch Services, Inc. for Arianespace as the primary provider of launch services for ViaSat-1, and accordingly, the Company entered into a contract for launch services with ILS to procure launch services for the ViaSat-1 satellite at an estimated cost of $80.0 million, subject to certain adjustments.

On May 7, 2009, the Company entered into an Amended and Restated Launch Services Agreement with Arianespace where by, Arianespace has agreed to perform certain launch services to maintain the launch capability for the ViaSat-1 high-capacity satellite, should the need arise, or for launch services for a future ViaSat satellite launch prior to December 2015. This amendment and restatement also provides for certain cost adjustments depending on fluctuations in foreign currencies, mass of the satellite launched and launch period timing.

The Company leases office and other facilities under non-cancelable operating leases with initial terms ranging from one to fifteen years which expire between fiscal year 2011 and fiscal year 2022 and provide for pre-negotiated fixed rental rates during the terms of the lease. Certain of the Company's facilities leases contain option provisions which allow for extension of the lease terms.

For operating leases, minimum lease payments, including minimum scheduled rent increases, are recognized as rent expense on a straight-line basis over the lease term as that term is defined in the authoritative guidance for leases (SFAS 13, "Leases" / ASC 840) including any option periods considered in the lease term and any periods during which the Company has use of the property but is not charged rent by a landlord ("rent holiday"). Leasehold improvement incentives paid to the Company by a landlord are recorded as a liability and amortized as a reduction of rent expense over the lease term. Total rent expense was $14.5 million, $12.5 million and $10.2 million in fiscal years 2010, 2009 and 2008, respectively.

Future minimum lease payments are as follows:

Years Ending,	(In thousands)
2011	25,321
2012	22,143
2013	21,271
2014	20,963
2015	18,184
Thereafter	25,620
	$ 133,502

Note 12 — Contingencies

The Company is involved in a variety of claims, suits, investigations and proceedings arising in the ordinary course of business, including actions with respect to intellectual property claims, breach of contract claims, labor and employment claims, tax and other matters. Although claims, suits, investigations and proceedings are inherently uncertain and their results cannot be predicted with certainty, the Company believes that the resolution of its current pending matters will not have a material adverse effect on its business, financial condition, results of operations or liquidity.

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Note 13 — Product Warranty

The Company provides limited warranties on its products for periods of up to five years. The Company records a liability for its warranty obligations when products are shipped or they are included in long-term construction contracts based upon an estimate of expected warranty costs. Amounts expected to be incurred within twelve months are classified as a current liability. For mature products, the warranty cost estimates are based on historical experience with the particular product. For newer products that do not have a history of warranty cost, the Company bases its estimates on its experience with the technology involved and the type of failures that may occur. It is possible that the Company's underlying assumptions will not reflect the actual experience and in that case, future adjustments will be made to the recorded warranty obligation. The following table reflects the change in the Company's warranty accrual in fiscal years 2010, 2009 and 2008.

	Fiscal Years Ended		
	April 2, 2010	April 3, 2009 (In thousands)	March 28, 2008
Balance, beginning of period	$ 11,194	$ 11,679	$ 9,863
Change in liability for warranties issued in period	6,988	7,720	9,610
Settlements made (in cash or in kind) during the period	(6,974)	(8,205)	(7,794)
Balance, end of period	$ 11,208	$ 11,194	$ 11,679

Note 14 — Restructuring

In the third quarter of fiscal year 2010, the Company initiated a post-acquisition restructuring plan related to the termination of certain duplicative employee positions upon the acquisition of WildBlue. Under the terms of the plan, the Company recorded restructuring charges of approximately $2.7 million as part of selling, general and administrative expenses within the satellite services segment, of which $0.3 million remained unpaid and were recorded in accrued liabilities as of April 2, 2010. During the fourth quarter of fiscal year 2010, the Company paid approximately $2.4 million of the outstanding restructuring liabilities.

Note 15 — Segment Information

The Company's reporting segments, comprised of the government systems, commercial networks and satellite services segments, are primarily distinguished by the type of customer and the related contractual requirements. The Company's government systems segment develops and produces network centric, IP-based secure government communications systems, products and solutions. The more regulated government environment is subject to unique contractual requirements and possesses economic characteristics which differ from the commercial networks and satellite services segments. The Company's commercial networks segment develops and produces a variety of advanced end-to-end satellite communication systems and ground networking equipment and products. The Company's satellite services segment includes both the Company's recently acquired WildBlue business (which provides wholesale and retail satellite-based broadband internet services in the United States) and the Company's managed network services which complement the commercial networks segment by supporting the satellite communication systems of the Company's enterprise and mobile broadband customers. The Company's satellite services segment also includes the Company's ViaSat-1 satellite-related activities. The Company's segments are determined consistent with the way management currently organizes and evaluates financial information internally for making operating decisions and assessing performance.

	Fiscal Years Ended		
	April 2, 2010	April 3, 2009 (In thousands)	March 28, 2008
Revenues			
Government Systems	$ 385,151	$ 388,656	$ 319,538
Commercial Networks	227,120	230,828	248,297
Satellite Services	75,809	8,695	6,815
Elimination of intersegment revenues	—	—	—
Total revenues	$ 688,080	$ 628,179	$ 574,650
Operating profits (losses)			
Government Systems	$ 55,720	$ 57,019	$ 45,793
Commercial Networks	6,091	63	9,802
Satellite Services	(9,305)	(3,978)	(2,851)
Elimination of intersegment operating profits	—	—	44
Segment operating profit before corporate and amortization	52,506	53,104	52,788
Corporate	(2)	5	(296)
Amortization of intangibles	(9,494)	(8,822)	(9,562)
Income from operations	$ 43,010	$ 44,287	$ 42,930

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Amortization of acquired intangibles by segment for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008 was as follows:

(In thousands)	April 2, 2010	April 3, 2009	March 28, 2008
Government Systems	$ 1,086	$ 1,088	$ 1,087
Commercial Networks	4,629	7,734	8,475
Satellite Services	3,779	—	—
Total amortization of intangibles	$ 9,494	$ 8,822	$ 9,562

Assets identifiable to segments include: accounts receivable, unbilled accounts receivable, inventory, acquired intangible assets and goodwill. Segment assets as of April 2, 2010 and April 3, 2009 were as follows:

(In thousands)	April 2, 2010	April 3, 2009
	(In thousands)	
Segment assets		
Government Systems	$ 168,703	$ 145,568
Commercial Networks	146,990	164,844
Satellite Services	107,919	1,278
Total segment assets	423,612	311,690
Corporate assets	869,940	311,252
Total assets	$ 1,293,552	$ 622,942

Net acquired intangible assets and goodwill included in segment assets as of April 2, 2010 and April 3, 2009 were as follows:

	Net acquired intangible assets		Goodwill	
(In thousands)	April 2, 2010	April 3, 2009	April 2, 2010	April 3, 2009
Government Systems	$ 1,708	$ 2,792	$ 22,161	$ 22,161
Commercial Networks	9,389	13,863	43,461	43,268
Satellite Services	78,292	—	9,402	—
Total	$ 89,389	$ 16,655	$ 75,024	$ 65,429

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Revenue information by geographic area for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008 was as follows:

	Fiscal Years Ended		
	April 2, 2010	April 3, 2009	March 28, 2008
	(In thousands)		
United States	$ 554,522	$ 528,342	$ 472,151
Europe, Middle East and Africa	90,838	49,024	40,472
Asia, Pacific	25,293	30,716	27,745
North America other than United States	9,026	14,840	28,638
Latin America	8,401	5,257	5,644
	$ 688,080	$ 628,179	$ 574,650

The Company distinguishes revenues from external customers by geographic area based on customer location.

The net book value of long-lived assets located outside the United States was $4.4 million and $0.3 million at April 2, 2010 and April 3, 2009, respectively.

Note 16 — Certain Relationships and Related-Party Transactions

Michael Targoff, a director of the Company since February 2003, currently serves as the Chief Executive Officer and the Vice Chairman of the board of directors of Loral Space & Communications, Inc. (Loral), the parent of Space Systems/Loral, Inc. (SS/L), and is also a director of Telesat Holdings Inc., a joint venture company formed by Loral and the Public Sector Pension Investment Board to acquire Telesat Canada in October 2007. John Stenbit, a director of the Company since August 2004, also currently serves on the board of directors of Loral.

Under the satellite construction contract with SS/L, the Company purchased a new high-capacity Ka-band spot-beam satellite (ViaSat-1) designed by the Company and currently under construction by SS/L for approximately $209.1 million, subject to purchase price adjustments based on satellite performance. In addition, the Company entered into a beam sharing agreement with Loral, whereby Loral is responsible for contributing 15% of the total costs (estimated at approximately $57.6 million) associated with the ViaSat-1 satellite project. The Company's purchase of the ViaSat-1 satellite from SS/L was approved by the disinterested members of the Company's Board of Directors, after a determination by the disinterested members of the Company's Board that the terms and conditions of the purchase were fair to the Company and in the best interests of the Company and its stockholders.

During the fiscal years ended April 2, 2010 and March April 3, 2009, under the satellite construction contract, the Company paid $62.9 million and $92.7 million, respectively, to SS/L and had $3.8 million and $9.7 million payable to SS/L as of April 2, 2010 and April 3, 2009, respectively. During the fiscal year ending April 2, 2010, the Company also received $2.6 million from SS/L under the beam sharing agreement with Loral. The Company received $0.9 million from SS/L for the fiscal year ending April 3, 2009. Accounts receivable due from SS/L under the beam sharing agreement with Loral were $3.8 million and $0.3 million as of April 2, 2010 and April 3, 2009, respectively.

From time to time the Company enters into various contracts in the ordinary course of business with SS/L and Telesat Canada. The Company recognized $0.2 million, $2.0 million and $11.1 million of revenue related to Telesat Canada for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008, respectively. Accounts receivable due from Telesat Canada as of April 2, 2010 and April 3, 2009 were $0.9 million and $2.7 million, respectively. The Company also recognized $2.1 million of expense related to Telesat Canada for the fiscal year ended April 2, 2010 and no material amounts for the fiscal years ended April 3, 2009 and March 28, 2008. Amounts related to SS/L, excluding activities under the ViaSat-1 related satellite contracts, were not material.

Note 17 — Financial Statements of Parent and Subsidiary Guarantors

On October 22, 2009, the Company issued $275.0 million in Notes in a private placement to institutional buyers. The Notes are jointly and severally guaranteed on an unsecured senior basis by each of the Company's existing and future subsidiaries (the Guarantor Subsidiaries) that guarantee the Credit Facility. The indenture governing the Notes limits, among other things, the Company's and its restricted subsidiaries' ability to: incur, assume or guarantee additional debt; issue redeemable stock and preferred stock; pay dividends, make distributions or redeem or repurchase capital stock; prepay, redeem or repurchase subordinated debt; make loans and investments; grant or incur liens; restrict dividends, loans or asset transfers from restricted subsidiaries; sell or otherwise dispose of assets; enter into transactions with affiliates; reduce the Company's satellite insurance; and consolidate or merge with, or sell substantially all of their assets to, another person.

The following supplemental financial information sets forth, on a condensed consolidating basis, the balance sheets, statements of operations and statements of cash flows for the Company (as "Issuing Parent Company"), the Guarantor Subsidiaries, the non-guarantor subsidiaries and total consolidated ViaSat and subsidiaries as of April 2, 2010 and April 3, 2009 and for the fiscal years ended April 2, 2010, April 3, 2009 and March 28, 2008.

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Balance Sheet as of April 2, 2010

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidation and Elimination Adjustments	Consolidated
			(In thousands)		
ASSETS					
Current assets:					
Cash and cash equivalents	$ 66,258	$ 16,216	$ 7,157	$ —	$ 89,631
Accounts receivable, net	160,807	11,983	3,561	—	176,351
Inventories	75,222	6,313	1,427	—	82,962
Deferred income taxes	16,480	866	—	—	17,346
Prepaid expenses and other current assets	25,457	2,504	896	—	28,857
Total current assets	344,224	37,882	13,041	—	395,147
Satellites, net	209,431	286,258	—	—	495,689
Property and equipment, net	66,928	82,679	7,141	(944)	155,804
Other acquired intangible assets, net	10,872	78,292	225	—	89,389
Goodwill	63,940	9,279	1,805	—	75,024
Investments in subsidiaries and intercompany receivables	596,313	2,324	7,654	(606,291)	—
Other assets	60,812	21,070	617	—	82,499
Total assets	$ 1,352,520	$ 517,784	$ 30,483	$ (607,235)	$ 1,293,552
LIABILITIES AND EQUITY					
Current liabilities:					
Accounts payable	$ 71,765	$ 5,920	$ 670	$ —	$ 78,355
Accrued liabilities	85,960	14,602	1,689	—	102,251
Total current liabilities	157,725	20,522	2,359	—	180,606
Line of credit	60,000	—	—	—	60,000
Long-term debt, net	271,801	—	—	—	271,801
Intercompany payables	93,468	—	14,505	(107,973)	—
Other liabilities	16,356	7,990	49	—	24,395
Total liabilities	599,350	28,512	16,913	(107,973)	536,802
Equity:					
ViaSat, Inc. stockholders' equity					
Total ViaSat, Inc. stockholders' equity	753,170	489,272	13,570	(503,007)	753,005
Noncontrolling interest in subsidiary	—	—	—	3,745	3,745
Total equity	753,170	489,272	13,570	(499,262)	756,750
Total liabilities and equity	$ 1,352,520	$ 517,784	$ 30,483	$ (607,235)	$ 1,293,552

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Balance Sheet as of April 3, 2009

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Consolidation and Elimination Adjustments	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 57,830	$ —	$ 5,661	$ —	$ 63,491
Accounts receivable, net	160,999	—	3,107	—	164,106
Inventories	63,512	—	2,050	—	65,562
Deferred income taxes	26,724	—	—	—	26,724
Prepaid expenses and other current assets	18,739	—	202	—	18,941
Total current assets	327,804	—	11,020	—	338,824
Satellites, net	110,588	—	—	—	110,588
Property and equipment, net	57,364	—	2,316	(43)	59,637
Other acquired intangible assets, net	16,048	—	607	—	16,655
Goodwill	63,942	—	1,487	—	65,429
Investments in subsidiaries and intercompany receivables	18,332	—	8,112	(26,444)	—
Other assets	31,408	—	401	—	31,809
Total assets	$ 625,486	$ —	$ 23,943	$ (26,487)	$ 622,942
LIABILITIES AND EQUITY					
Current liabilities:					
Accounts payable	$ 62,943	$ —	$ 454	$ —	$ 63,397
Accrued liabilities	70,787	—	1,250	—	72,037
Total current liabilities	133,730	—	1,704	—	135,434
Line of credit	—	—	—	—	—
Long-term debt, net	—	—	—	—	—
Intercompany payables	8,112	—	8,193	(16,305)	—
Other liabilities	24,684	—	34	—	24,718
Total liabilities	166,526	—	9,931	(16,305)	160,152
Equity:					
ViaSat, Inc. stockholders' equity					
Total ViaSat, Inc. stockholders' equity	458,960	—	14,012	(14,224)	458,748
Noncontrolling interest in subsidiary	—	—	—	4,042	4,042
Total equity	458,960	—	14,012	(10,182)	462,790
Total liabilities and equity	$ 625,486	$ —	$ 23,943	$ (26,487)	$ 622,942

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Statement of Operations for the Year Ended April 2, 2010

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidation and Elimination Adjustments	Consolidated
			(In thousands, except per share data)		
Revenues:					
Product revenues	$ 581,911	$ 907	$ 4,065	$ (2,809)	$ 584,074
Service revenues	34,986	62,499	7,010	(489)	104,006
Total revenues	616,897	63,406	11,075	(3,298)	688,080
Operating expenses:					
Cost of product revenues	405,624	960	3,851	(1,909)	408,526
Cost of service revenues	23,070	36,937	7,316	(493)	66,830
Selling, general and administrative	109,931	20,957	2,013	(6)	132,895
Independent research and development	26,961	2	362	—	27,325
Amortization of acquired intangible assets	5,178	3,778	538	—	9,494
Income (loss) from operations	46,133	772	(3,005)	(890)	43,010
Other income (expense):					
Interest income	658	3	12	(52)	621
Interest expense	(7,354)	—	(52)	52	(7,354)
Income (loss) before income taxes	39,437	775	(3,045)	(890)	36,277
Provision for income taxes	5,113	308	17	—	5,438
Equity in net income of consolidated subsidiaries	(2,300)	—	—	2,300	—
Net income	32,024	467	(3,062)	1,410	30,839
Less: Net loss attributable to noncontrolling interest, net of tax	—	—	—	(297)	(297)
Net income (loss) attributable to ViaSat, Inc.	$ 32,024	$ 467	$ (3,062)	$ 1,707	$ 31,136

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Statement of Operations for the Year Ended April 3, 2009

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Consolidation and Elimination Adjustments	Consolidated
Revenues:					
Product revenues	$ 590,403	$ —	$ 6,128	$ (1,189)	$ 595,342
Service revenues	27,042	—	6,364	(569)	32,837
Total revenues	617,445	—	12,492	(1,758)	628,179
Operating expenses:					
Cost of product revenues	420,653	—	5,105	(1,138)	424,620
Cost of service revenues	18,097	—	4,577	(470)	22,204
Selling, general and administrative	96,707	—	1,917	—	98,624
Independent research and development	29,311	—	390	(79)	29,622
Amortization of acquired intangible assets	8,403	—	419	—	8,822
Income from operations	44,274	—	84	(71)	44,287
Other income (expense):					
Interest income	1,325	—	138	—	1,463
Interest expense	(507)	—	(2)	—	(509)
Income before income taxes	45,092	—	220	(71)	45,241
Provision for income taxes	6,791	—	3	—	6,794
Equity in net income of consolidated subsidiaries	100	—	—	(100)	—
Net income	38,401	—	217	(171)	38,447
Less: Net income attributable to noncontrolling interest, net of tax	—	—	—	116	116
Net income attributable to ViaSat, Inc.	$ 38,401	$ —	$ 217	$ (287)	$ 38,331

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Statement of Operations for the Year Ended March 28, 2008

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidation and Elimination Adjustments	Consolidated
			(In thousands)		
Revenues:					
Product revenues	$ 540,826	$ —	$ 6,899	$ (4,257)	$ 543,468
Service revenues	23,486	—	7,701	(5)	31,182
Total revenues	564,312	—	14,600	(4,262)	574,650
Operating expenses:					
Cost of product revenues	391,462	—	7,377	(4,173)	394,666
Cost of service revenues	16,089	—	2,771	(6)	18,854
Selling, general and administrative	75,157	—	1,208	—	76,365
Independent research and development	31,644	—	629	—	32,273
Amortization of acquired intangible assets	9,150	—	412	—	9,562
Income from operations	40,810	—	2,203	(83)	42,930
Other income (expense):					
Interest income	5,445	—	267	—	5,712
Interest expense	(551)	—	(6)	—	(557)
Income before income taxes	45,704	—	2,464	(83)	48,085
Provision for income taxes	12,312	—	1,209	—	13,521
Equity in net income of consolidated subsidiaries	204	—	—	(204)	—
Net income	33,596	—	1,255	(287)	34,564
Less: Net income attributable to noncontrolling interest, net of tax	—	—	—	1,051	1,051
Net income attributable to ViaSat, Inc.	$ 33,596	$ —	$ 1,255	$ (1,338)	$ 33,513

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Statement of Cash Flows for the Year Ended April 2, 2010

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Consolidation and Elimination Adjustments	Consolidated
Cash flows from operating activities:					
Net cash provided by (used in) operating activities	$ 74,032	$ 40,671	$ (1,238)	$ (919)	$ 112,546
Cash flows from investing activities:					
Payments related to acquisition of businesses, net of cash acquired	(442,700)	64,336	377	—	(377,987)
Purchase of property, equipment and satellites	(121,497)	(10,075)	(3,890)	919	(134,543)
Cash paid for patents, licenses and other assets	(13,709)	—	(87)	—	(13,796)
Change in restricted cash, net	(31)	7,329	—	—	7,298
Long-term intercompany notes and investments	(5,114)	—	691	4,423	—
Net cash used in investing activities	(583,051)	61,590	(2,909)	5,342	(519,028)
Cash flows from financing activities:					
Proceeds from issuance of long-term debt, net of discount	271,582	—	—	—	271,582
Proceeds from line of credit	263,000	—	—	—	263,000
Payments on line of credit	(203,000)	—	—	—	(203,000)
Payment of debt issuance costs	(12,781)	—	—	—	(12,781)
Proceeds from common stock issued under public offering, net of issuance costs	100,533	—	—	—	100,533
Proceeds from issuance of common stock under equity plans	23,085	—	—	—	23,085
Purchase of common stock in treasury	(10,326)	—	—	—	(10,326)
Intercompany long-term financing	85,354	(86,045)	5,114	(4,423)	—
Net cash provided by financing activities	517,447	(86,045)	5,114	(4,423)	432,093
Effect of exchange rate changes on cash	—	—	529	—	529
Net increase in cash and cash equivalents	8,428	16,216	1,496	—	26,140
Cash and cash equivalents at beginning of period	57,830	—	5,661	—	63,491
Cash and cash equivalents at end of period	$ 66,258	$ 16,216	$ 7,157	$ —	$ 89,631

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Statement of Cash Flows for the Year Ended April 3, 2009

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidation and Elimination Adjustments	Consolidated
			(In thousands)		
Cash flows from operating activities:					
Net cash provided by (used in) operating activities	$ 64,376	$ —	$ (2,363)	$ (71)	$ 61,942
Cash flows from investing activities:					
Purchase of property, equipment and satellites	(115,976)	—	(1,289)	71	(117,194)
Payments related to acquisition of businesses, net of cash acquired	(925)	—	—	—	(925)
Cash paid for patents, licenses and other assets	(7,921)	—	(107)	—	(8,028)
Long-term intercompany notes and investments	(3,267)	—	(768)	4,035	—
Net cash used in investing activities	(128,089)	—	(2,164)	4,106	(126,147)
Cash flows from financing activities:					
Proceeds from issuance of common stock under equity plans	6,742	—	—	—	6,742
Purchase of common stock in treasury	(667)	—	—	—	(667)
Payment on secured borrowing	(4,720)	—	—	—	(4,720)
Proceeds from sale of stock of majority-owned subsidiary	—	—	3,371	(1,871)	1,500
Incremental tax benefits from stock-based compensation	346	—	—	—	346
Proceeds from line of credit	10,000	—	—	—	10,000
Payments on line of credit	(10,000)	—	—	—	(10,000)
Intercompany long-term financing	767	—	1,397	(2,164)	—
Net cash provided by financing activities	2,468	—	4,768	(4,035)	3,201
Effect of exchange rate changes on cash	—	—	(681)	—	(681)
Net decrease in cash and cash equivalents	(61,245)	—	(440)	—	(61,685)
Cash and cash equivalents at beginning of period	119,075	—	6,101	—	125,176
Cash and cash equivalents at end of period	$ 57,830	$ —	$ 5,661	$ —	$ 63,491

VIASAT, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Condensed Consolidating Statement of Cash Flows for the Year Ended March 28, 2008

	Issuing Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidation and Elimination Adjustments	Consolidated
			(In thousands)		
Cash flows from operating activities:					
Net cash provided by (used in) operating activities	$ 50,790	$ —	$ (2,487)	$ —	$ 48,303
Cash flows from investing activities:					
Payments related to acquisition of businesses, net of cash acquired	(9,848)	—	22	—	(9,826)
Purchase of property, equipment and satellites	(22,103)	—	(662)	—	(22,765)
Cash paid for patents, licenses and other assets	(2,289)	—	(293)	—	(2,582)
Purchases of short-term investments held-to-maturity	(11,835)	—	—	—	(11,835)
Maturities of short-term investments held-to-maturity	11,835	—	—	—	11,835
Long-term intercompany notes and investments	(1,607)	—	(597)	2,204	—
Net cash used in investing activities	(35,847)	—	(1,530)	2,204	(35,173)
Cash flows from financing activities:					
Proceeds from issuance of common stock under equity plans	8,357	—	31	—	8,388
Purchase of common stock in treasury	(1,034)	—	—	—	(1,034)
Incremental tax benefits from stock-based compensation	977	—	—	—	977
Intercompany long-term financing	597	—	1,607	(2,204)	—
Net cash provided by financing activities	8,897	—	1,638	(2,204)	8,331
Effect of exchange rate changes on cash	—	—	370	—	370
Net increase (decrease) in cash and cash equivalents	23,840	—	(2,009)	—	21,831
Cash and cash equivalents at beginning of period	95,235	—	8,110	—	103,345
Cash and cash equivalents at end of period	$ 119,075	$ —	$ 6,101	$ —	$ 125,176

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SCHEDULE II

VALUATION AND QUALIFYING ACCOUNTS
For the Three Fiscal Years Ended April 2, 2010

Date	Allowance for Doubtful Accounts (In thousands)
Balance, March 30, 2007	$ 1,214
Charged (credited) to costs and expenses	501
Deductions	(1,405)
Balance, March 28, 2008	$ 310
Charged (credited) to costs and expenses	377
Deductions	(325)
Balance, April 3, 2009	$ 362
Charged (credited) to costs and expenses	416
Deductions	(239)
Balance, April 2, 2010	$ 539

Date	Deferred Tax Asset Valuation Allowance (In thousands)
Balance, March 30, 2007	$ 403
Charged (credited) to costs and expenses	566
Deductions	—
Balance, March 28, 2008	$ 969
Charged (credited) to costs and expenses	1,093
Deductions	—
Balance, April 3, 2009	$ 2,062
Charged (credited) to costs and expenses	1,306
Charged to goodwill*	9,706
Deductions	—
Balance, April 2, 2010	$ 13,074

* Related to the acquisition of WildBlue

CERTAIN MATERIAL (INDICATED BY AN ASTERISK) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A7	PAGE OF PAGES 1 128
2. CONTRACT *(Proc. Inst. Ident.)* NO. N00039-10-D-0032	3. EFFECTIVE DATE 10 Mar 2010	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE N00039 COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127	6. ADMINISTERED BY *(If other than Item 5)* CODE S0514A DCMA SAN DIEGO 7675 DAGGET ST SUITE 200 SAN DIEGO CA 921112241		
7. NAME AND ADDRESS OF CONTRACTOR *(No., street, city, county, state and zip code)* VIASAT, INC. 6155 EL CAMINO REAL CARLSBAD CA 92009-1602	8. DELIVERY [ ] FOB ORIGIN [X] OTHER *(See below)* 9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES *(4 copies unless otherwise specified)* TO THE ADDRESS SHOWN IN:	ITEM **Block 6**
CODE 47358	FACILITY CODE		
11. SHIP TO/MARK FOR CODE **See Schedule**	12. PAYMENT WILL BE MADE BY CODE HQ0339 DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	14. ACCOUNTING AND APPROPRIATION DATA		

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				
				15G. TOTAL AMOUNT OF CONTRACT	See Schedule

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00039-10-R-0011-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents : (a) the Government's solicitation and your offer, an (b) this award/contract. No furt her contractual document is necessary.
19A. NAME AND TITLE OF SIGNER *(Type or print)* Stephen E. Purcell Senior Contracts Manager	20A. NAME OF CONTRACTING OFFICER MELISSA L. HAWKINS TEL:[***] EMAIL: melissa.hawkins@navy.mil

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY /s/ S. E.Purcell *(Signature of person authorized to sign)*	February 24, 2010	BY /s/ Melissa L. Hawkins *(Signature of Contracting Officer)*	10 MAR 2010

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 26 (REV. 4/2008)

Previous edition is usable Prescribed by GSA FAR (48 CFR) 53.214(a)

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Section B — Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001 FFP		250	Each	See Table 1	See Table 1

MIDS-LVT (1) AN/USQ-140(V)1(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (1) — (AN/USQ-140(V)1(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 FFP		41	Each	See Table 1	See Table 1

MIDS LVT(4) AN/USQ-140(V)4(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (4) — (AN/USQ-140(V)4(C),
See Notes 1, 2, and 3
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 FFP		104	Each	See Table 1	See Table 1

MIDS LVT(6) AN/USQ-140(V)6(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (6) — (AN/USQ-140(V)6(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 FFP		21	Each	See Table 1	See Table 1

MIDS LVT(7) AN/USQ-140(V)7(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (7) — (AN/USQ-140(V)7(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 FFP		91	Each	To Be Determined (TBD)	TBD

MIDS LVT(3) AN/USQ-140(V)3(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (3) - - (AN/USQ-140(V)3(C),
See Notes 2 and 9
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 FFP		70	Each	See Table 1	See Table 1

MIDS LVT(2) AN/USQ-140(V)2(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (2) — (AN/USQ-140(V)2(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		47	Each	See Table 1	See Table 1
FFP					

MIDS LVT(11) AN/USQ-140(V)11(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (11) — (AN/USQ-140(V)11(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		50	Each	See Table 1	See Table 1
FFP					

MIDS-LVT Spare LRUs and SRUs
MIDS-LVT Spare Line Replaceable Units and Shop Replaceable Units (SRUs), See Note 1
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		1	Lot	NSP	NSP
FFP					

WARRANTY
Warranty (Not Separately Priced — NSP), See Note 4
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		1	Lot	NSP	NSP
FFP					

Data Exhibit “A” (except CDRL A006)
Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” (except Data Item A006) for CLINs 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, and 0009 (Not Separately Priced — included in the price of CLINs 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, and 0009)
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 FFP		To Be Negotiated (TBN)	Lot	TBN	TBN

Engineering Services
(TBN) Engineering Services (FIRM FIXED PRICE), See Note 6
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 CPFF		TBN	Lot	TBN	TBN

Engineering Services
(TBN) Engineering Services (Cost Plus Fixed Fee or Cost Plus Incentive Fee), See Notes 6 & 7
FOB: Destination
UNDEFINED

MAX COST	TBN
FIXED FEE	TBN
TOTAL MAX COST + FIXED FEE	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013					

RESERVED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 COST		TBN	Lot	TBN	TBN

TRAVEL
(TBN) Travel in support of CLINs 0011 and 0012, See Notes 5 & 6
FOB: Destination

ESTIMATED COST TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 FFP		1	Lot	NSP	NSP

Data Exhibit “D”
Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “D” for CLINs 0011 and 0012 (Not Separately Priced — included in the price of CLINs 0011 and 0012)
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 FFP OPTION		1	Lot	TBN	TBN

Data Exhibit “A,” CDRL A006
Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” — Data Item A006 only, Technical Data Package, See Notes 6 & 8
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		1	Lot	NSP	NSP

FFP
OPTION   Rights in CDRL A006
Technical Data Rights, Computer Software Rights, and Computer Software Documentation Rights in CDRL A006, TDP,
See note 8
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		226	Each	See Table 1	See Table 1

FFP
OPTION   MIDS-LVT (1) AN/USQ-140(V)1(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (1) — (AN/USQ-140(V)1(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		38	Each	See Table 1	See Table 1

FFP
OPTION   MIDS LVT(4) AN/USQ-140(V)4(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (4) — (AN/USQ-140(V)4(C),
See Notes 1, 2, and 3
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		94	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(6) AN/USQ-140(V)6(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (6) — (AN/USQ-140(V)6(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004		19	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(7) AN/USQ-140(V)7(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (7) — (AN/USQ-140(V)7(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005		78	Each	TBD	TBD
FFP					
OPTION	MIDS LVT(3) AN/USQ-140(V)3(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (3) — (AN/USQ-140(V)3(C), See Notes 2 and 9 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006		66	Each	See Table 1	See Table 1

FFP
OPTION MIDS LVT(2) AN/USQ-140(V)2(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (2) — (AN/USQ-140(V)2(C), See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007		44	Each	See Table 1	See Table 1

FFP
OPTION MIDS LVT(11) AN/USQ-140(V)11(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (11) — (AN/USQ-140(V)11(C), See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008		50	Each	See Table 1	See Table 1

FFP
OPTION MIDS-LVT Spare LRUs and SRUs
MIDS-LVT Spare Line Replaceable Units and Shop Replaceable Units (SRUs), See Note 1
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009		1	Lot	NSP	NSP

FFP
OPTION WARRANTY
Warranty (Not Separately Priced — NSP), See Note 4
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010		1	Lot	NSP	NSP
FFP					
OPTION	Data Exhibit “A” (except CDRL A006) Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” (except Data Item A006) for CLINs 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009 (Not Separately Priced — included in the price of CLINs 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011		TBN	Lot	TBN	TBN
FFP					
OPTION	Engineering Services (TBN) Engineering Services (FIRM FIXED PRICE), See Note 6 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012		TBN	Lot	TBN	TBN
CPFF					
OPTION	Engineering Services (TBN) Engineering Services (Cost Plus Fixed Fee or Cost Plus Incentive Fee), See Notes 6 & 7 FOB: Destination UNDEFINED				
				MAX COST	TBN
				FIXED FEE	TBN
				TOTAL MAX COST + FIXED FEE	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2014 COST OPTION	TRAVEL (TBN) Travel in support of CLINs 2011 and 2012, See Notes 5 & 6 FOB: Destination	TBN	Lot	TBN	TBN
				ESTIMATED COST	TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2015 FFP OPTION	Data Exhibit “D” Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “D” for CLINs 2011 and 2012 (Not Separately Priced — included in the price of CLINs 2011 and 2012) FOB: Destination	1	Lot	NSP	NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		203	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS-LVT (1) AN/USQ-140(V)1(C)				

Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (1) — (AN/USQ-140(V)1(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		34	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(4) AN/USQ-140(V)4(C)				

Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (4) — (AN/USQ-140(V)4(C),
See Notes 1, 2, and 3
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		84	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(6) AN/USQ-140(V)6(C)				

Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (6) — (AN/USQ-140(V)6(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004		17	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(7) AN/USQ-140(V)7(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (7) — (AN/USQ-140(V)7(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005		65	Each	TBD	TBD
FFP					
OPTION	MIDS LVT(3) AN/USQ-140(V)3(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (3) — (AN/USQ-140(V)3(C), See Notes 2 and 9 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006		62	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(2) AN/USQ-140(V)2(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (2) — (AN/USQ-140(V)2(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007		42	Each	See Table 1	See Table 1

FFP
OPTION MIDS LVT(11) AN/USQ-140(V)11(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (11) — (AN/USQ-140(V)11(C), See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008		50	Each	See Table 1	See Table 1

FFP
OPTION MIDS-LVT Spare LRUs and SRUs
MIDS-LVT Spare Line Replaceable Units and Shop Replaceable Units (SRUs), See Note 1
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009		1	Lot	NSP	NSP

FFP
OPTION WARRANTY
Warranty (Not Separately Priced — NSP), See Note 4
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010		1	Lot	NSP	NSP

FFP
OPTION Data Exhibit “A” (except CDRL A006)
Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” (except Data Item A006) for CLINs 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, and 3009 (Not Separately Priced — included in the price of CLINs 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, and 3009)
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011		TBN	Lot	TBN	TBN
FFP					
OPTION	Engineering Services (TBN) Engineering Services (FIRM FIXED PRICE), See Note 6 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3012		TBN	Lot	TBN	TBN
CPFF					
OPTION	Engineering Services (TBN) Engineering Services (Cost Plus Fixed Fee or Cost Plus Incentive Fee), See Notes 6 & 7 FOB: Destination UNDEFINED				
				MAX COST	TBN
				FIXED FEE	TBN
				TOTAL MAX COST + FIXED FEE	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013					
OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3014 COST OPTION	TRAVEL (TBN) Travel in support of CLINs 3011 and 3012, See Notes 5 & 6 FOB: Destination	TBN	Lot	TBN	TBN
				ESTIMATED COST	TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3015 FFP OPTION	Data Exhibit “D” Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “D” for CLINs 3011 and 3012 (Not Separately Priced — included in the price of CLINs 3011 and 3012) FOB: Destination	1	Lot	NSP	NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 FFP OPTION	MIDS-LVT (1) AN/USQ-140(V)1(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (1) — (AN/USQ-140(V)1(C), See Notes 1 and 2 FOB: Origin	172	Each	See Table 1	See Table 1

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		29	Each	See Table 1	See Table 1

FFP

OPTION MIDS LVT(4) AN/USQ-140(V)4(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (4) — (AN/USQ-140(V)4(C),
See Notes 1, 2, and 3
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		71	Each	See Table 1	See Table 1

FFP

OPTION MIDS LVT(6) AN/USQ-140(V)6(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (6) — (AN/USQ-140(V)6(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004		14	Each	See Table 1	See Table 1

FFP

OPTION MIDS LVT(7) AN/USQ-140(V)7(C)
Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (7) — (AN/USQ-140(V)7(C),
See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005		52	Each	TBD	TBD
FFP					
OPTION	MIDS LVT(3) AN/USQ-140(V)3(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (3) — (AN/USQ-140(V)3(C), See Notes 2 and 9 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006		58	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(2) AN/USQ-140(V)2(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (2) — (AN/USQ-140(V)2(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007		39	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(11) AN/USQ-140(V)11(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (11) — (AN/USQ-140(V)11(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008		50	Each	See Table 1	See Table 1

FFP
OPTION MIDS-LVT Spare LRUs and SRUs
MIDS-LVT Spare Line Replaceable Units and Shop Replaceable Units (SRUs), See Note 1
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009		1	Lot	NSP	NSP

FFP
OPTION WARRANTY
Warranty (Not Separately Priced — NSP), See Note 4
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010		1	Lot	NSP	NSP

FFP
OPTION Data Exhibit “A” (except CDRL A006)
Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” (except Data Item A006) for CLINs 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, and 4009 (Not Separately Priced — included in the price of CLINs 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, and 4009)
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4011		TBN	Lot	TBN	TBN

FFP
OPTION Engineering Services
(TBN) Engineering Services (FIRM FIXED PRICE), See Note 6
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4012		TBN	Lot	TBN	TBN
CPFF					
OPTION	Engineering Services (TBN) Engineering Services (Cost Plus Fixed Fee or Cost Plus Incentive Fee), See Notes 6 & 7 FOB: Destination UNDEFINED				
				MAX COST	TBN
				FIXED FEE	TBN
				TOTAL MAX COST + FIXED FEE	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013					
OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4014		TBN	Lot	TBN	TBN
COST					
OPTION	TRAVEL (TBN) Travel in support of CLINs 4011 and 4012, See Notes 5 & 6 FOB: Destination				
				ESTIMATED COST	TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4015		1	Lot	NSP	NSP
FFP					
OPTION	Data Exhibit “D”				

Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “D” for CLINs 4011 and 4012 (Not Separately Priced — included in the price of CLINs 4011 and 4012)
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001		125	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS-LVT (1) AN/USQ-140(V)1(C)				

Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (1) — (AN/USQ-140(V)1(C), See Notes 1 and 2
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002		21	Each	See Table	1 See Table 1
FFP					
OPTION	MIDS LVT(4) AN/USQ-140(V)4(C)				

Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (4) — (AN/USQ-140(V)4(C), See Notes 1, 2, and 3
FOB: Origin

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003		52	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(6) AN/USQ-140(V)6(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (6) — (AN/USQ-140(V)6(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004		10	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(7) AN/USQ-140(V)7(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (7) — (AN/USQ-140(V)7(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005		39	Each	TBD	TBD
FFP					
OPTION	MIDS LVT(3) AN/USQ-140(V)3(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (3) — (AN/USQ-140(V)3(C), See Notes 2 and 9 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006		55	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(2) AN/USQ-140(V)2(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (2) — (AN/USQ-140(V)2(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007		36	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS LVT(11) AN/USQ-140(V)11(C) Multifunctional Information Distribution System Low Volume Terminals (MIDS- LVT (11) — (AN/USQ-140(V)11(C), See Notes 1 and 2 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008		50	Each	See Table 1	See Table 1
FFP					
OPTION	MIDS-LVT Spare LRUs and SRUs MIDS-LVT Spare Line Replaceable Units and Shop Replaceable Units (SRUs), See Note 1 FOB: Origin				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5009		1	Lot	NSP	NSP
FFP					
OPTION	WARRANTY Warranty (Not Separately Priced — NSP), See Note 4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5010		1	Lot	NSP	NSP
FFP					
OPTION	Data Exhibit “A” (except CDRL A006) Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” (except Data Item A006) for CLINs 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, and 5009 (Not Separately Priced — included in the price of CLINs 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, and 5009) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5011		TBN	Lot	TBN	TBN
FFP					
OPTION	Engineering Services (TBN) Engineering Services (FIRM FIXED PRICE), See Note 6 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5012		TBN	Lot	TBN	TBN
CPFF					
OPTION	Engineering Services (TBN) Engineering Services (Cost Plus Fixed Fee or Cost Plus Incentive Fee), See Notes 6 & 7 FOB: Destination UNDEFINED				
				MAX COST	TBN
				FIXED FEE	TBN
				TOTAL MAX COST + FIXED FEE	TBN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5013 OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5014 COST OPTION	TRAVEL (TBN) Travel in support of CLINs 5011 and 5012, See Notes 5 & 6 FOB: Destination	TBN	Lot	TBN	TBN
				ESTIMATED COST	TBN

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5015 FFP OPTION	Data Exhibit “D” Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “D” for CLINs 5011 and 5012 (Not Separately Priced - included in the price of CLINs 5011 and 5012) FOB: Destination	1	Lot	NSP	NSP

PRICE LIST A WARRANTY

PRICE LIST A: WARRANTY UNIT PRICES

	LEVEL OF COVERAGE				
	FIRST ORDERING PERIOD	**SECOND ORDERING PERIOD**	**THIRD ORDERING PERIOD**	**FOURTH ORDERING PERIOD**	**FIFTH ORDERING PERIOD**
ITEM	4 years/ no associated hours	4 years/ no associated hours	4 years/ no associated hours	4 years/ no associated hours	4 years/ no associated hours
MIDS-LVT(1) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(4) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(6) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(7) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(3) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(1) Receiver-Transmitter LRU	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(4) Receiver-Transmitter LRU	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(6) Receiver-Transmitter LRU	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(7) Receiver-Transmitter LRU	[***]	[***]	[***]	[***]	[***]
Chassis/Harness SRU	[***]	[***]	[***]	[***]	[***]
Internal Power Supply SRU	[***]	[***]	[***]	[***]	[***]
Power Amplifier Interface SRU	[***]	[***]	[***]	[***]	[***]
DP/AV MUX SRU	[***]	[***]	[***]	[***]	[***]
Signal Message Processor SRU	[***]	[***]	[***]	[***]	[***]
Receiver/Synthesizer SRU	[***]	[***]	[***]	[***]	[***]
Exciter/IPF SRU	[***]	[***]	[***]	[***]	[***]
RTI/Discretes SRU	[***]	[***]	[***]	[***]	[***]
TP/GND MUX SRU	[***]	[***]	[***]	[***]	[***]
AC Adapter LRU	[***]	[***]	[***]	[***]	[***]
Voice SRU	[***]	[***]	[***]	[***]	[***]
TACAN SRU	[***]	[***]	[***]	[***]	[***]
Remote Power Supply LRU	[***]	[***]	[***]	[***]	[***]
High Power Amplifier Group (HPAG) Interface Assembly (HIA) Auxiliary LRU	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(11) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(2) Radio Terminal Set	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(11) Receiver-Transmitter LRU	[***]	[***]	[***]	[***]	[***]
MIDS-LVT(2) Receiver-Transmitter LRU	[***]	[***]	[***]	[***]	[***]
Chassis/Harness SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Internal Power Supply (IPS) SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Power Amplifier SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Signal Message Processor SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Receiver/Synthesizer SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Exciter/IPF SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
RTI/Discretes SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
DP/Dual ADDSI SRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Voice SRU — LVT(11) only	[***]	[***]	[***]	[***]	[***]
Mounting Base Auxiliary LRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Cooling Unit LRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
PSA LRU — LVT(2)/(11) only	[***]	[***]	[***]	[***]	[***]
Ancillary Set — LVT(2) only	[***]	[***]	[***]	[***]	[***]
Ancillary Set with Voice — LVT(11) only	[***]	[***]	[***]	[***]	[***]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

CLIN NOTES

NOTES:

1. The Contractor's pricing curves, which are incorporated in the contract via Clause B-4, will be used to price all MIDS-LVT and spare LRUs and SRUs ordered under this contract, including the ordering periods covered by Options two (2) through five (5), unless the Government issues a request for proposal (RFP) to the Contractor that (a) calls for pricing curve improvements or (b) makes changes to the current MIDS LVT requirements.

2. The combined minimum and maximum quantities to be ordered for each ordering period under CLINs 0001 through 0004, CLIN 0005, CLIN 0006 through 0007, 2001 through 2004, CLIN 2005, CLIN 2006 through 2007, 3001 through 3004, CLIN 3005, CLIN 3006 through 3007, 4001 through 4004, CLIN 4005, CLIN 4006 through 4007, 5001 through 5004, 5005, and 5006 through 5007 are as follows:

First Year Ordering Period:

0001-0004: MIN:12 MAX:416	0005: MIN: 0 MAX: 91	0006-0007 : MIN: 0 MAX: 117

Second Year Ordering Period:

2001-2004: MIN: 0 MAX:377	2005: MIN: 0 MAX: 78	2006-2007: MIN: 0 MAX: 110

Third Year Ordering Period:

3001-3004: MIN: 0 MAX:338	3005: MIN: 0 MAX: 65	3006-3007: MIN: 0 MAX: 104

Fourth Year Ordering Period:

4001-4004: MIN:0 MAX:286	4005: MIN: 0 MAX: 52	4006-4007: MIN: 0 MAX: 97

Fifth Year Ordering Period:

5001-5004: MIN: 0 MAX: 208	5005: MIN: 0 MAX: 39	5006-5007: MIN: 0 MAX: 91

3. Any MIDS LVT(4) terminals (AN/USQ-140(V)4(C)) ordered under this contract with the term “NSIO” in the Section B schedule in an individual delivery order are required to be delivered with CORE, NCP, and NSIO software in accordance with Clause H-41.

4. Each individual delivery order will state whether or not a warranty is ordered for a particular MIDS LVT or spare LRU/SRU subCLIN. The prices for the MIDS LVT warranty or LRU/SRU warranties will be listed in Price List A. When a warranty is ordered for a particular MIDS LVT and LRU/SRU subCLIN, the warranty price will be included in the subCLIN terminal or LRU/SRU unit price under which the warranty terminal or LRU/SRU is ordered.

5. Travel shall be charged in support of the Engineering Services CLINs only if the Cost/No Fee CLIN for Travel is included in an individual delivery order for those services.

6. These CLINs must be negotiated before they may be ordered.

7. These CLINs may be negotiated in individual delivery/task orders on a CPFF or CPIF basis.

8. If ordered, the data, software, and software documentation rights associated with CLIN 1002 will be included in the price of CLIN 1001.

9. The pricing of MIDS-LVT(3) (AN/USQ-140V(3)(C)) shall be established at a later date as a within scope adjustement to the contract.

B-1

B-1. 5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (APPLICABLE TO ALL COST PLUS FIXED FEE CLINS *)

FIXED FEE: $ ______**______. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to _____**_____ percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause. In the event of discontinuance of the work in accordance with the clause of this contract entitled “Limitation of _____***____, the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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* This clause will be included in all cost plus fixed fee completion type delivery orders.

** These elements will be completed in individual delivery orders.

*** If the delivery order is fully funded, this will state “Cost.” If the delivery order is not fully funded, this will state “Funds.”

B-2

B-2. 5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (APPLICABLE TO ALL COST PLUS FIXED FEE CLINS*)

The fixed fee for work performed under this contract is $_____**_____ [*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than ____**_____ [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than ____**_____ [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to ____**_____ [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

* This clause will be included in all cost plus fixed fee term type (i.e., level of effort) delivery orders.

** These elements will be completed in individual delivery orders.

B-3

B-3. 5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989) (APPLICABLE TO ALL COST PLUS INCENTIVE FEE CLINS*)

TARGET COST (Exclusive of Fee): $____**____.

MINIMUM FEE: $____**_____.

MAXIMUM FEE: $____**_____.

SHARE RATIO: ____**_____.

The allowable cost and incentive fee hereunder shall be paid in accordance with the clauses of the contract entitled “Allowable Cost and Payment” and “Incentive Fee”.

The Government shall make payment on account of the target fee of _____**_____ percent (%) of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the “Incentive Fee” clause of this contract.

In the event of discontinuance of the work in accordance with the clause entitled “Limitation of ____**_____ [*Contracting officer insert “Cost” or “Funds” as appropriate*],” the fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fee is less than or exceeds, payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

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* This clause will be included in all cost plus incentive fee type delivery orders.

** These elements will be completed in individual delivery orders.

B-4

B-4. PRICES FOR MIDS-LVT’s AND SPARES (APPLICABLE TO CLINS 0001 THROUGH 0007, 2001 THROUGH 2007, 3001 THROUGH 3007, 4001 THROUGH 4007, and 5001 THROUGH 5007)

(a) The MIDS-LVT Pricing Structure described herein generates the firm-fixed-prices for all quantities of SRUs, LRUs and fully configured terminals identified in each delivery order over the life of the contract. Per Clause H-5 “Method of Selection for Issuance of Delivery Orders”, the contractor may submit price improvements to its Pricing Structure at any time. The Government, however, is not obligated to accept price improvements and incorporate them into the contract.

(b) The Pricing Structure provides individual firm-fixed-prices by applying a learning curve formula with an additional rate curve to account for the potential economies of scale, or small lot sizes, with each delivery order. For each MIDS module listed in Table 1, the Pricing Structure will identify the associated learning and rate curves and the theoretical first unit price adjusted for a rate of one unit (T1R1). The learning curve value represents a combined labor and material slope.

(c) The T1R1 price for each MIDS module includes all material costs, subcontract costs, other direct costs, direct and indirect manufacturing labor costs, direct and indirect engineering labor costs, inclusive of, but not limited to, systems engineering, program management, and configuration and data management activities, other indirect costs in approved Forward Pricing Rate Agreements and profit. Other indirect costs may include General and Administrative costs and Facilities Capital Cost of Money. The Pricing Structure may include escalation.

(d) The number of individual MIDS modules and IAT&C efforts being produced for a particular delivery order will be calculated by adding the quantities of respective modules and IAT&C requirements for MIDS-LVTs and spares. Commonality between LVT(1) and LVT(2) modules will be maximized to achieve economic savings by combining common module requirements. The calculated quantity of MIDS modules to be ordered is entered into the Pricing Structure formula which then produces a firm fixed average unit price for each module and IAT&C effort. The average unit price of an SRU module represents the spares purchase unit price for that SRU module. The purchase unit prices for a MIDS-LVT configuration or a spare Main Terminal LRU are calculated by summing the average unit prices for the required SRUs and IAT&C efforts to build the respective MIDS-LVT configuration or spare Main Terminal LRU.

(e) The Pricing Structure will identify the learning curve theory and formula variable definitions in Table 2.

B-5

B-5. 5252.232-9400 LIMITATION OF LIABILITY—INCREMENTAL FUNDING (JAN 1992) (APPLICABLE TO ALL COST REIMBURSEMENT CLINS*)

This task/delivery order is incrementally funded and the amount currently available for payment hereunder is limited to $____**_____ inclusive of fee. It is estimated that these funds will cover the cost of performance through _____**_____ . Subject to the provisions of the FAR 52.232-22 “Limitation of Funds” clause of this contract, no legal liability on the part of the Government for payment in excess of $____*_____ shall arise unless additional funds are made available and are incorporated as modifications to this contract.

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*	This clause will be included in all task or delivery orders that are incrementally funded.

**	These elements will be completed in individual delivery orders.

B-6

B-6. FAR 52.217-7 OPTION FOR INCREASED QUANTITY — SEPARATELY PRICED LINE ITEM (MAR 1989) (APPLICABLE TO CLINS 1001 — 1002)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within five years after the award of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

B-7

B-7. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (APPLICABLE TO CLINS 2001 — 2015, 3001 — 3015, 4001 — 4015, and 5001 — 5015)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time before the current term expires, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

TABLE 1

TABLE 1

Please refer to Clause B-4

MIDS Modules	T1R1	Learning Curve	Rate Curve
Chassis/Harness SRU — LVT(1)	*	*	*
Internal Power Supply SRU	*	*	*
Power Amplifier Interface SRU	*	*	*
Voice SRU	*	*	*
Tailored Processor/Ground Mux SRU	*	*	*
Data Processor/Avionics Mux SRU	*	*	*
Signal Message Processor SRU**	*	*	*
RTI/Discretes SRU	*	*	*
Receiver/Synthesizer SRU	*	*	*
TACAN SRU	*	*	*
Exciter/IPF SRU	*	*	*
Remote Power Supply LRU	*	*	*
HPAG Interface Assembly LRU	*	*	*
AC Adapter LRU	*	*	*
Chassis/Harness SRU — LVT(2)/(11)	*	*	*
Data Processor/Dual ADDSI SRU - LVT(2)/(11)	*	*	*
Power Supply Assembly — LVT(2)/(11)	*	*	*
Cooling Unit LRU — LVT (2)/(11)	*	*	*
Mounting Base LRU — LVT(2)/(11)	*	*	*
Interconnect Cables — LVT(2)	*	*	*
Interconnect Cables — LVT(11)	*	*	*
MIDS-LVT(3)	*	*	*

* These amounts are included in the ViaSat Pricing Model submitted with its proposal Number 091129.A. This Pricing Model is incorporated by reference into this contract.

** Includes U-TVB CTIC/DS-101 Hybrid

TABLE 2

TABLE 2

Please refer to Clause B-4

Learning Curve Formula	$Y = A(X)^{b}(Q)^{r}$
Learning Curve Theory	Unit or Cumulative Average *

Variable	Definitions
Y	*
A	*
X	*
b	Learning Curve Slope
Q	Delivery Order Quantity
r	Rate Curve Slope

* To be completed by the contractor.

NOTE: THOUGH TABLES 1 AND 2 AND THEIR CONTENTS ARE INCORPORATED INTO THE CONTRACT WITH FULL FORCE AND EFFECT, THE DATA CONTAINED WITHIN THIS DOCUMENT ARE NOT DISCLOSED IN PUBLICLY DISTRIBUTED COPIES OF THIS CONTRACT DUE TO THE CONTRACTOR-SENSITIVE NATURE OF THE DATA. THE CONTENTS OF TABLES 1 AND 2 ARE CONSIDERED TO BE PROPRIETARY.

TABLE 3

TABLE 3

Table 3 — This table identifies the license rights that the Contractor will provide the U.S. Government in the technical data, computer software, and computer software documentation to be delivered under this contract. The following symbol (“—”) under the price column indicates that the U.S. Government is not entitled to purchase the technical data/computer software rights associated with that CDRL. A $0 (zero) indicates that the rights noted in the table associated with that CDRL will be provided to the U.S. Government at no cost. If any of the technical data or computer software listed below is updated after it has been ordered under the contract, the Contractor shall deliver the same license rights to the updated technical data or computer software as that obtained in the original technical data and software at no additional cost to the Government

CDRL	Description	Technical Data/ Computer Software Rights Classification	Price
A001	Acceptance Test Procedures	Unlimited	$0
A002	Acceptance Test Procedures (LRU)(SRU)	Unlimited	$0
A003	Production Metrics	Unlimited	$0
A004	Hazardous Material Summary Report	Unlimited	$0
A005	Contractor Repair Database	Unlimited	$0
A006	Technical Data Package	*	$*
A007	Regression Verification Procedure (RVP)	Unlimited	$0
A008	Regression Verification Report (RVR)	Unlimited	$0
A009	Engineering Change Proposal (ECP) Class I	Unlimited	$0
A010	Notice of Revision (NOR)	Unlimited	$0
A011	ECP Product Baseline (PBL)	Unlimited	$0
A012	ECP Class II	Unlimited	$0
A013	Request for Deviation (RFD)	Unlimited	$0
A014	Configuration Management Accounting Report (CMAR)	Unlimited	$0
A015	Configuration Data Information	Unlimited	$0
A016	Data Accession List	Unlimited	$0

* If the Government orders data item A006, the Government's data and software rights in that data item will be in accordance with the DFARS data and software rights clauses in the contract unless the Government and Contractor agree on data and software rights for the Government that are greater than those obtained by the Government via those DFARS clauses.

Section C — Descriptions and Specifications

C-1

C-1 SPECIFICATIONS/STATEMENT OF WORK

CLINs 0001 through 0010, and, if exercised, options CLINs 1001, 1002, 2001 through 2010, 3001 through 3010, 4001 through 4010, and 5001 through 5010 shall be performed in accordance with the Statement of Work (SOW) for the MIDS LVT Production (Attachment "A").

CLINs 0011 through 0015, and, if exercised, option CLINs 2011 through 2015, 3011 through 3015, 4011 through 4015, and 5011 through 5015 shall be performed in accordance with the SOW for MIDS Engineering Services (Attachment "D").

C-2

C-2 REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS LVT LRUs AND SRUs SUPPLIED OR REPAIRED UNDER THIS CONTRACT)

1) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

LVT (1), (4), (5), (6), (7), (8), (9), (10) LRUs are defined as the following
Receiver Transmitter
Remote Power Supply
High-Power Amplifier Group (HPAG) Interface Assembly
AC Adapter

LVT (1), (4), (5), (6), (7), (8), (9), (10) SRUs are defined as the following:
Data Processor/Avionics MUX
Tailored Processor/Ground MUX
Voice Processor
Signal Message Processor
RT Interface/Discretes
Receiver/Synthesizers
Exciter/Interference Protection Features
Power Amplifier/Antenna Interface Unit
TACAN
Internal Power Supply
Chassis/Harness/Motherboard — (LVT (1), (4), (5), (6), (7), (8), (9), (10))

LVT (2), (11) LRUs are defined as the following:

Receiver Transmitter

Cooling Unit
Mounting Base
Power Supply Assembly

LVT (2), (11) SRUs are defined as the following:

Data Processor /Dual ADDSI
Chassis/Harness/Motherboard (LVT(2), (11) unique)
Voice Processor (LVT (11) only)
Signal Message Processor
RT Interface/Discretes
Receiver Synthesizer
Exciter/Interference Protection Features
Power Amplifier/Antenna Interface Unit
Internal Power Supply

2) Interchangeability Definition

For the purposes of this contract, two-way interchangeability is defined as the replacement of any single LRU or SRU from Vendor A's Radio Terminal Set, into Vendors B's Radio Terminal Set, or Vendor B's Radio Terminal Set, into Vendors A's Radio Terminal Set, with no degradation of Radio System, LRU or SRU performance.

3) Vendor to Vendor Interchangeability

(a) All LRUs and SRUs manufactured under Contracts N00039-10-D-0031 and N00039-10-D-0032 shall be two-way interchangeable with the LRUs and SRUs of any other awardees of MIDS production contracts under this solicitation. The offeror shall be responsible for any and all retrofit activities resulting from contractor demonstration of vendor-to-vendor interchangeability or Government verification of vendor-to-vendor interchangeability.

C-3

C-3. EXCLUSION OF MERCURY

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

C-4

C-4. CONTRACT FIELD SERVICES

(a) CLINs 0011 through 0012, and, if exercised, CLINs 2011 through 2012, 3011 through 3012, 4011 through 4012, and 5011 through 5012: The Contractor shall provide competent technical personnel (technicians/engineers) to perform the services described in Attachment “D,” Statement of Work for MIDS Engineering Services.

(b) Technical/engineering services shall be provided at the specific locations and within the time frame designated in individual delivery/task orders.

(c) Travel under CLIN 0014, and, if exercised, CLINs 2014, 3014, 4014, and 5014, with due celerity necessary for the performance of such services, shall be included in computing the staff-days of service, provided that the Contractor shall not be paid for more than one staff-day of service for any one technician/engineer for any one calendar day. The Contractor shall be paid the prices per staff-day as set forth in the schedule for each staff-day of services rendered, which is agreed to be the service of one technician/engineer for one day of eight hours, Monday through Friday (excluding holidays).

(d) Overtime shall be paid for work performed in excess of forty (40) hours during a standard five (5) day workweek, plus all work performed on Saturdays, Sundays, and National Holidays, and those local holidays observed at the place of assignment. Overtime shall be performed only when authorized by the Procuring Contracting Officer identified in this contract.

(e) “Domestic Duty” means service(s) rendered within the continental United States, excluding Alaska and Hawaii, and services rendered on United States Navy Ships in ports within the continental United States or at sea, provided the vessel does not enter port outside the continental United States and is not continuously at sea for a period in excess of five (5) working days. “Foreign Duty” means service(s) rendered outside the continental United States, including Alaska and Hawaii, and services on United States Navy ships entering ports outside the continental United States, or duty aboard Navy ships while underway, for a continuous period in excess of five (5) days. Time chargeable under this rate aboard ship is from time of departure to time of return to a port within the continental United States. “Hazardous Duty” means any day on assignment in a combat zone specified in Executive Order 11216 dated 24 April 1969 as may be amended.

(f) Persons assigned to render services hereunder shall at all times be in the employ and under the direction and control of the Contractor and shall not be employees of the Government. Statements of work and/or description of tasks for the technical/engineering services will be provided to the Contractor by the Purchasing Contracting Officer, Administrative Contracting Officer, or from the Commanding Officer of the activity to which the technician/engineer is assigned, if the situation warrants on-site development of statements of work and/or task descriptions. Every action is to be in consonance with the terms of this contract.

(g) Technician/engineer technical qualifications necessary to provide services required hereunder shall be subject to review and approval of the Government. The technician/engineer shall be a citizen of the United States unless the written approval of the Secretary of the Navy has first been obtained. Upon written request the Contractor shall immediately reassign or recall from service under this contract any engineer who the Government finds unsatisfactory for reasons of security or misconduct.

(h) The Government may require less than the total amount of services set forth above be furnished. In such event or in the event that the Government does not designate times and places sufficient for the full performance of said total amount of services within the period provided therefore, those services not furnished shall be deemed to be terminated at no cost to the Government. Such termination and any appropriation adjustments occasioned thereby shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

(i) Invoices submitted for these technical/engineering services shall be submitted in accordance with the requirements of Section G of this contract and shall contain the name of technician/engineer, date and place of performance, contract service authority identification, and brief description of services performed. The invoice shall be accompanied by the original certification by a responsible U.S. Government official at the activity where the services were performed. A copy of each such invoice shall be submitted to the Contracting Officer's Representative (COR) identified in this contract.

The costs to be reimbursed shall be those costs accepted by the cognizant auditor, Defense Contract Audit Agency as chargeable in accordance with the principles for the determination of cost set forth in Subpart 31.2 of the Federal Acquisition Regulation as in effect on the date of this contract.

Invoices submitted shall be supported by a statement of cost incurred by the Contractor and claimed to be reimbursable. Such invoices and statements of cost shall be in such form and reasonable detail as the cognizant auditor, Defense Contract Audit Agency shall require. Promptly after submission of each interim invoice and statement of cost, the Government shall make provisional payment of the amount shown thereon. At any time or times prior to final payment the cognizant auditor, Defense Contract Audit Agency may make such audit of the invoices and statement of cost as it shall deem proper.

Each provisional payment shall be subject to reduction to the extent of amount included in the related invoice and statement of cost which are found not to be reimbursable under the CLINs specified in the above paragraphs of this clause and shall also be subject to reduction for overpayments or to increase for underpayment on preceding invoices. As soon as practicable after submission by the Contractor of final invoice and statement of cost, the Government shall pay any balance due under the CLINs identified in the above paragraphs in this clause. All disputes under this clause shall be decided in accordance with the provisions of the clause hereof entitled "Disputes".

(j) The Contractor shall be reimbursed for reasonable subsistence costs incurred by the employee in accordance with FAR 31.205-46 in an amount not exceeding the amounts allowed by the Defense Travel Management Office (http://www.defensetravel.dod.mil/) per person, per day. Subsistence shall be paid on a per diem basis and only when an engineer is on assignment away from the immediate area of the plant location.

(k) The Contractor shall be reimbursed reasonable transportation costs in accordance with FAR 31.205-46.

(1) Domestic Travel. The Contractor agrees, in the performance of necessary domestic travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. Airfare costs in excess of the lowest customary standard coach, tourist class, or equivalent fare are unallowable unless the justification required by FAR 31.205-46 is provided. Domestic travel includes travel between the Contractor's plant (or physical location of employee performing travel) and U.S. Port of Entry/Port of Departure when travel to and from overseas areas is required.

(2) Travel to, from, and between overseas areas. The Contractor agrees that, to the maximum extent practicable, transportation from a U.S. Port of Departure, between overseas areas, and to a U.S. Port of Entry, if required, will be provided by the Government either by military or commercial air, whichever is economically appropriate and meets mission requirements. When the cost of such transportation is to be paid directly by the Government to a commercial carrier, such payment will be by use of a Government Transportation Request (GTR), and will be paid from funds allocated in this contract to the Support Item. Travel authorization, theatre clearance or visit notification, and transportation normally will be obtained from the Contract Administration Office. Where Government provided transportation is not practicable, the Contractor shall be reimbursed for transportation in accordance with FAR 31.205-46. Airfare costs in excess of the lowest customary standard coach, tourist class or equivalent fare are unallowable, unless the justification required by FAR 31.205-46 is provided. Such transportation shall be on United States commercially owned aircraft to the extent that scheduling and point of origin or destination permit.

(l) Personnel subject to overseas assignment shall have a passport immediately available, together with required inoculations. Inoculation and other medical requirements for overseas travel can be obtained at Contractor's expense, from the nearest Public Health Office.

(m) If a line item for selected replacement repair parts is set forth in the schedule, the Contractor shall furnish such selected replacement repair parts, other than repair parts carried in and readily available from the Navy supply system which will be furnished as necessary, which in its judgment are required during servicing and related equipment, to replace worn defective or malfunctioning parts. This item shall also cover minor redesign, and improvements in components of items, as approved by the COR identified in this contract.

(n) As soon as practicable after date of completion of services, the Contractor shall submit to the COR identified in this contract, an itemized priced list of selected replacement repair parts required to be furnished in the performance of the services hereunder. Prices shall be subject to agreement between the Contracting Officer and the Contractor, which agreement shall be set forth in a supplemental agreement to this contract to be executed by both parties hereto. The supplemental agreement shall also incorporate into the contract, by reference or otherwise, a list of the selected replacement parts furnished. If the parties are unable to agree as to the prices that are to be paid for any or all of such selected repair parts, such shall be deemed to be a dispute as to question of fact and shall be resolved in accordance with the clause of this contract entitled “Disputes”.

Separate invoices shall be submitted for selected replacement repair parts subsequent to establishment of price for the CLINs identified in the above paragraphs of this clause hereinafter provided.

(o) It is estimated that the total cost to the Government for the full performance of the Support Item (set forth in the schedule as support for the Item of technical/engineering services) including its sub-items, will not exceed the total estimated amount set forth in the schedule. The Contractor shall notify the Contracting Officer, in writing, whenever and as soon as he has reason to believe that the amounts payable and reimbursable for the full performance of the support item, together with the amounts previously paid or reimbursed, will exceed the total estimated amount therefore. This notification shall give the Contractor’s revised estimate of the total amount for the full performance of the support item and such other information as may be requested by the COR identified in this contract. The Contracting Officer may, upon receipt of such notice or whenever he considers it necessary, increase or further increase the total estimated amount for the performance of the support item. When and to the extent the estimated amount of the support item has been so increased, any amounts expended or incurred by the Contractor for performance thereof in excess of the estimated amount prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase. If amounts expended or incurred by the Contractor for performance of the support item are in excess of the estimated amount (as the same may have been increased), then, pending any increase or further increase in such estimated amount that the Contracting Officer may make, such excess amount shall be paid from the funds, if any, remaining in the contract for payment under the item of engineering services. However, the Government shall not be obligated to pay and reimburse the Contractor any amount in excess of the combined total estimated amount (as increased as above provided) for the item of engineering services and the support item. The Contractor shall not be obligated to continue performance of the item of engineering services beyond the point where the combined total funds remaining in the contract for payment under these two items equals the sum of (i) amounts payable for the engineering services rendered and (ii) amounts payable or reimbursable for support.

C-5

C-5. SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD Form 254, Attachment “H” involves access to and handling of classified material up to and including “SECRET”.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer listed on the DD Form 254.

C-6

C-6. DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or the supporting shipping document (DD Form 1149), an excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-7

C-7. WORKWEEK

(a) A portion of the effort under this contract may be performed on a Government installation. Work at any Government installation shall be performed by the contractor within the normal workweek of that installation unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-8

C-8 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-9

C-9 LIABILITY INSURANCE—FIXED PRICE CONTRACTS (APPLICABLE TO FIXED PRICE CLINs)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 “Insurance—Work on a Government Installation” clause and shall be maintained in the minimum amounts shown:

(1) Workers’ compensation and employers’ liability: minimum of $100,000

(2) Comprehensive general liability: $500,000 per occurrence

(3) Automobile liability: $200,000 per person
$500,000 per occurrence
$20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 “Insurance—Work on a Government Installation” clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-10

C-10. LIABILITY INSURANCE—COST TYPE CONTRACTS (APPLICABLE TO ALL COST TYPE CLINS)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 “Insurance—Liability to Third Persons” clause and shall be maintained in the minimum amounts shown:

(1) Workers’ compensation and employers’ liability: minimum of $100,000

(2) Comprehensive general liability: $500,000 per occurrence

(3) Automobile liability: $200,000 per person
$500,000 per occurrence
$20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-11

C-11. EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

__X__ The EIT to be provided under this contract has been designated as a National Security System.

______ The EIT acquired by the contractor is incidental to this contract.

______ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

______ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

______ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

______ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

Section D — Packaging and Marking

D-1

D-1. HAZARDOUS MATERIAL SAFETY DATA SHEETS

(a) The Contractor shall submit one copy of the Material Safety Data Sheets (MSDS) required by FAR clause 52.223-3 incorporated herein to the addresses shown below:

NAVY & MARINE CORPS:	Commanding Officer Navy and Marine Corps Public Health Center Attn: IH/HMIRS 620 John Paul Jones Cir., Suite 100 Portsmouth, VA 23708-2103 Telephone: (757) 953-0746/0741; DSN: 377-0746 / 0471 FAX: (757) 953-0685
AIR FORCE:	USASSAM Attn: HMIRS 2513 Kennedy Cir. Brooks AFB, TX 78235-5116 Telephone: (210) 536-5447; DSN: 240-5447 FAX: (210) 536-2315
ARMY:	Chief USAMC LOGSA Packaging, Storage, Containerization Center ATTN: AMXLS-AT-P 11 Hap Arnold Blvd. Tobyhanna, PA 18466-5097 Telephone: (570) 615-7685; DSN: 795-7685 FAX: (570) 895-7175

(b) The Contractor also shall send one copy of the MSDS to the “ship to” addressee(s) designated in this contract/order.

D-2

D-2. HAZARDOUS MATERIALS

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129, and all applicable government and carrier regulations, in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT	APPLICABLE REGULATIONS
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
4. Export Surface	A, E, G
5. Export Air Commercial	A, D, G
6. Export Air Military	F, G

LIST OF REGULATIONS

A. Code of Federal Regulations Title: 49 Transportation Parts 100-185

B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B.82

C. Official Air Transport Restricted Articles Circular No. 6-D

D. International Air Transport Association (IATA) Restricted Articles and Dangerous Goods Regulations (DGR)

E. International Maritime Dangerous Goods Code

F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment

G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

D-3

D-3. PREPARATION FOR DELIVERY

Supplies shall be prepared for delivery in accordance with ASTM-D-3951-98(2004), “Standard Practice for Commercial Packaging”.

All material to be delivered shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage.

The contractor shall ensure packaging is appropriate for forces afloat and other DOD activities. The contractor shall use MIL-STD-2073-1D and MIL-E-17555H as guidance.

Hazardous materials shall be packaged in accordance with Title 49 (Parts 100 to 185) of the Code of Federal Regulations, U.S. Hazardous Materials Regulation (HMR) and International Air Transport Association (IATA) Restricted Articles and Dangerous Goods Regulations (DGR).

Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, to identify military equipment. Military equipment shall be identified in terms of Line Replaceable Unit(s) (LRU) and Shop Replaceable Unit (SRU). The contractor shall include the software/firmware version identification on the item. The contractor shall also include a statement confirming each delivered item has successfully passed acceptance test procedures. The contractor shall also include a listing of the "as built" configuration for each delivered MIDS-LVT system, LRU or SRU.

The commercial practices used to mark military equipment shall include marking LRUs, SRUs and shipping containers to identify Controlled Cryptographic Items (CCI). The contractor shall mark CCI in accordance with Communication Security (COMSEC) Material System, Policy and Procedures for Navy Electronic Key Management System Tiers 2 and 3 (EKMS-1) Article 525, unless otherwise directed by the Government. This shall include anti-tamper indicators or labels.

D-4

D-4. PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-5

D-5. MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO: RECEIVING OFFICER	MARK FOR: Contract #: N00039-10-D-0032 Delivery Order #: __________*__________ Item #: ____________________*____________________ Receiving Officer Code: ___*___

*   Shipping instructions will be provided in each individual delivery order or by separate correspondence near the time of delivery.

D-6

D-6. UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT

(a) Location on Container

When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked “UNPACKING INFORMATION.”

(b) Marking Containers

When unpacking instructions are provided shipping containers will be stenciled “CAUTION—THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (*contractor shall state where instructions are located*).” When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking

All shipping containers will be marked in accordance with MIL-STD-129 “Military Standard Marking for Shipment and Storage.”

D-7

D-7. LRU AND SRU LABELING (APPLICABLE TO CLINS 0001 — 0009, 2001-2009, 3001-3009, 4001-4009, and 5001-5009)

(a) The Contractor shall provide a durable, readable, and indelible identification label or plate that is securely applied, fastened, or attached to each LRU and SRU in a conspicuous location. The label text font size shall be no smaller than 8pt.

(b) The LRU label or plate shall identify the following (accepted abbreviations are noted):

Nomen: ____________________ (The Nomenclature of the individual item.)

P/N: __________ (The Part Number of the individual item.)

S/N: __________ (The Serial Number of the individual item.)

CAGE: __________ (The Commercial and Government Entity Code of the manufacturer.)

C/N: ____________________ (The Contract Number of the manufacturer.)

(c) The SRU label or plate shall be affixed to the visible edge when the card cage cover is removed and shall identify the following (accepted abbreviations are noted):

P/N: __________ (The Part Number of the individual item.)

S/N: __________ (The Serial Number of the individual item.)

CAGE: __________ (The Commercial and Government Entity Code of the manufacturer.)

R/D: __________ (The Reference Designator of the individual item, e.g., A1, A2, etc.)

(d) An additional SRU label or plate shall be affixed to other “free space” on the SRU and shall identify the following (accepted abbreviations are noted):

Nomen: ____________________ (The Nomenclature of the individual item.)

C/N: ____________________ (The Contract Number of the manufacturer.)

(e) If a warranty applies, the contractor shall additionally affix a Warranty Label to the individual LRU/SRU that:

(i) identifies the LRU/SRU as a "Warranted Item";

(ii)identifies the date the warranty expires (if applicable);

(iii) remains in place until the warranty expires;

(iv) is removed when the warranty expires; and, uses a text font size of 16pt.

D-8

D-8. RESERVED

D-9

D-9 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008) (APPLICABLE TO MIDS-LVTs ORDERED UNDER CLINS 0001-0008, 2001-2008, 3001-3008, 4001-4008, 5001-5008)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

All delivered items included in subsection (iii) below.

(ii) The following items for which the Government’s unit acquisition cost is less than $5,000:

All delivered items included in subsection (iii) below.

(iii) Subassemblies, components, and parts embedded within delivered items as specified below.

The below components shall be individually serialized :

MIDS-LVT Line Replaceable Units (LRUs):

Receiver Transmitter (RT) — RT-1840(C)/U
Receiver Transmitter (RT) — RT-1841(C)/U
Receiver Transmitter (RT) — RT-1842(C)/U
Receiver Transmitter (RT) — RT-1843(C)/U
Receiver Transmitter (RT) — RT-1868(C)/U
Receiver Transmitter (RT) — RT-1785(C)/U
Remote Power Supply (RPS) — PP-8476/U
Power Supply Assembly (PSA) — PP-8453/U
Cooling Unit — HD-1213/U
High Power Amplifier Group Interface Assembly (HIA) — J-6500/U
Alternating Current Converter (ACA) — CV-4344/U

MIDS-LVT Shop Replaceable Units (SRUs):

Chassis/Harness
Internal Power Supply (IPS)
Power Amplifier Antenna Interface Unit (PAI)
Voice
Tailored Processor/Ground Mux (TP/GMux)
Data Processor/Airborne Mux (DP/AMux)
Signal Message Processor (SMP)
Receiver Transmitter Interface (RTI)/Discretes
Receiver Synthesizer (R/S)
TACAN
Exciter/Interference Protection Feature (IPF)
Data Processor (DP)/Dual ADDSI

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology — EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology — EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology — Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

Section E — Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies—Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services—Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

E-1

E-1 HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (FEB 99) (FAR 52.246-11)

The Contractor shall comply with the higher level quality standards listed below:

ISO 9001 and ISO 90003

E-2

E-2 INSPECTION AND ACCEPTANCE — ORIGIN

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer
7675 Daggett Street, Suite 200
San Diego, CA 92111-2241
POC: Ma'at Little [***]

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(d) PLACE OF INSPECTION/ACCEPTANCE:

ViaSat Incorporated
6155 El Camino Real
Carlsbad, CA 92009

E-3

E-3 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 89) (SPAWAR 5252.246-9203) (APPLICABLE TO CLINS 0010, 0015, 1001, 1010, 1015, 2010, 2015, 3010, 3015, 4010, 4015, 5010, and 5015)

Data items submitted shall be the responsibility of the initial addressee under Block 14 of DD-1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD-1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD-1423 at such time as each approvable data item submitted has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD-1423. Data Items requiring shipment under Letter Transmittal (LT), in accordance with Block 7 of the DD-1423, shall be inspected and accepted at destination. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD-1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

Section F — Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) — Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor’s Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination—Evidence Of Shipment	FEB 1999
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

F-1

F-1 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND THE CONTRACT

(a) The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
0001 - 0015	FROM DATE OF CONTRACT AWARD THROUGH ONE (1) YEAR THEREAFTER

The period of performance for each order shall be stated within such order. Additional time of not more than 1 year beyond the ordering period may be allowed for completion of outstanding orders.

(b) The period of performance for option CLIN(S) for the purpose of issuing delivery or task orders is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
1001 - 1002	FROM DATE OF CONTRACT AWARD THROUGH FIVE YEARS THEREAFTER
2001 - 2015	FROM DATE OF OPTION EXERCISE THROUGH ONE YEAR THEREAFTER
3001 - 3015	FROM DATE OF OPTION EXERCISE THROUGH ONE YEAR THEREAFTER
4001 - 4015	FROM DATE OF OPTION EXERCISE THROUGH ONE YEAR THEREAFTER
5001 - 5015	FROM DATE OF OPTION EXERCISE THROUGH ONE YEAR THEREAFTER

(c) The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the clauses at FAR 52.217-7 and FAR 52.217-9 (see Clauses B-6 and B-7 of this contract).

(d) The delivery rate capacity for MIDS LVT systems provided under CLINs 0001-0010 and Option CLINs 2001 - 2010, 3001 - 3010, 4001 - 4010, and 5001 - 5010 shall be a minimum of thirty-six (36) terminals per month. The actual delivery rate under a delivery order may exceed this rate provided that the contractor and the Government sign a bilateral modification to the basic delivery order contract to increase the rate for the contract or a bilateral delivery order to increase the rate for that particular delivery order.

(e) For CLINs 0001-0010 and Option CLINs 2001 - 2010, 3001-3010, 4001 - 4010, and 5001 - 5010, the Contractor shall commence delivery of terminals and related spares ordered no later than 12 months after the issuance of delivery order and shall complete delivery of terminals and related spares ordered no later than 24 months after issuance of delivery order in accordance with the delivery schedule established in the order. The specific periods of performance for these CLINs under each order shall be stated within such order but shall not extend beyond the delivery requirement dates stated above.

(f) The contractor shall make any deliveries of Option CLIN 1001, if exercised, in accordance with the CDRL, DD Form 1423, data item A006.

(g) The contractor shall make deliveries under all other CLINs in accordance with individual delivery orders issued under this contract.

F-2

F-2 TIME AND PLACE OF DELIVERY—F.O.B. ORIGIN

All supplies to be furnished hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled “F.O.B. Origin, Contractor’s Facility” FAR 52.247-30, at the Contractor’s plant.

ITEM(S)	QTY/UNIT	DELIVERY SCHEDULE/PERIOD OF PERFORMANCE
0001-0008, 2001-2008, 3001-3008, 4001-4008 5001-5008	In accordance with (IAW) each Delivery Order	IAW each delivery order issued under the contract and within the requirements stated in clause F-2.

ITEM(S)	QTY/UNIT	DELIVERY SCHEDULE/PERIOD OF PERFORMANCE
1002*	1 LOT	Upon issuance of a delivery order for this CLIN

* The Government may order Data Rights under CLIN 1002 on an individual CDRL basis in accordance with Clause F-2, Period of Performance for Ordering, Orders, and Options to Extend the Contract. For those CDRLs identified in Section B, Table 3, with a price of $0, the Government immediately obtains the rights in those CDRLs identified in the schedule, at no cost, when those CDRLs are delivered to the Government under individual delivery order(s)

F-3

F-3 TIME AND PLACE OF DELIVERY—F.O.B. DESTINATION

Destination and delivery schedule are set forth below:

ITEM(S)	DESTINATION	QUANTITY	DELIVERY SCHEDULE/PERIOD OF PERFORMANCE
0011-0014	IAW each delivery order	IAW each delivery or task order	IAW each delivery or task order
0010, 0015, 1001, 2010, 2015, 3010, 3015, 4010, 4015, 5010, 5015	IAW CDRL, Exhibit A	1 LOT	IAW CDRL, Exhibit A
0009, 2009, 3009, 4009, 5009	IAW each delivery order	IAW each delivery order	IAW Clause H-39 (Warranty Clause)

F-4

F-4 5252.247-9201 MILSTAMP INFORMATION (SEP 1989) (APPLICABLE TO ALL F.O.B. ORIGIN CLINS)

When shipping material or arranging for the acquisition and shipment of supplies by the Contractor through the use of military controlled transport, or through military transshipment facilities, Military Standard Transportation and Movement Procedures (MILSTAMP) are required under this contract. The cognizant contract administration office is the point of contact to which the Contractor shall provide necessary information to effect MILSTAMP documentation and movement control including air or water terminal shipment clearances and to obtain data necessary for shipment marking and freight routing. The contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant contract administration office.

Section G — Contract Administration Data

G-1

G-1 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

G-2

G-2 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009) (APPLICABLE TO CLINS 0011-0014, 2011-2014, 2011-3014, 4011-4014, and 5011-5014)

(a) Invoices for services rendered under the task orders issued under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at https://wawf.eb.mil. Vendor training is available on the internet at https://wawftraining.eb.mil. WAWF Vendor "Quick Reference" Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Insert Contract Invoice Type
Issuing Office DODAAC	Insert the UIC of the issuing contract office
Admin DODAAC	Insert the UIC of the contract administering office [SF26=Block 6; DD1155=Block 7 (Block 6 if SeaPort order); SF1449=Block 16]
Inspector DODAAC (if applicable)	Insert the UIC of the inspecting activity
Inspector Contact Information	Insert Inspector name, phone number, and email address
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	Insert Acceptor name, phone number, and email address
Acceptor Contact Information	Insert Acceptor name, phone number, and email address
COR Contact Information	If other than above, Insert the COR name, email address and phone number.
LPO Contact Information	Insert Local Processing Official name, phone number, and email address
DCAA Auditor DoDAAC **:	Insert the UIC of the DCAA Auditor
Service Approver DoDAAC **:	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC	Insert the UIC of the paying DFAS activity [SF26=Block 12 (labeled “Code”); DD1155=Block 15 (Block 12 if SeaPort order); SF1449=Block 18a]

* Select “Cost Voucher” for all cost-type, T&M, or Labor Hour; or “2-n-1 (Services Only)” for fixed price services where inspection of services can be performed and documented.

** Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on “Send More Email Notifications” and add the acceptor/receiver email addresses noted below in the email address blocks. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:

Name	Email	Phone	Role
Dave Felker	David.Felker@navy.mil	[***]	COR
Ma'at Little	Maat.Little@dcma.mil	[***]	Receiver
Same as Receiver	Same as Receiver	Same as Receiver	Acceptor

G-3

G-3 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009) (APPLICABLE TO CLINS 0001-0008, 1001, 2001-2008, 3001-3008, 4001-4008, and 5001-5008)

(a) Invoices for supplies delivered under the delivery orders issued under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at https://wawf.eb.mil. Vendor training is available on the internet at https://wawftraining.eb.mil. WAWF Vendor "Quick Reference" Guides are located at the following web site:
http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Insert Contract Invoice Type
Issuing Office DODAAC	Insert the UIC of the issuing contract office
Admin DODAAC	Insert the UIC of the contract administering office [SF26=Block 6; DD1155=Block 7 (Block 6 if SeaPort order); SF1449=Block 16]
Inspector DODAAC (if applicable)	Insert the UIC of the inspecting activity
Inspector Contact Information	Insert Inspector name, phone number, and email address
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	Insert the UIC of the accepting activity
Acceptor Contact Information	Insert Acceptor name, phone number, and email address
COR Contact Information	If other than above, Insert the COR name, email address and phone number.
LPO Contact Information	Insert Local Processing Official name, phone number, and email address
DCAA Auditor DoDAAC **	Insert the UIC of the DCAA Auditor
Service Approver DoDAAC **	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC	Insert the UIC of the paying DFAS activity [SF26=Block 12 (labeled “Code”); DD1155=Block 15 (Block 12 if SeaPort order); SF1449=Block 18a]

* Select “Invoice and Receiving Report (Combo)” if billing for goods, or goods and incidental services together; or “Cost Voucher” for all cost-type, T&M, or Labor Hour

** Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on “Send More Email Notifications” and add the acceptor/receiver email addresses noted below. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:

Name	Email	Phone	Role
David Felker	David.Felker	[***]	COR
Ma'at Little	Maat.Little@dcma.mil	[***]	Receiver
Same as Receiver	Same as Receiver	Same as Receiver	Acceptor

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

G-4

G-4 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer herby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: David Felker
Code: JTRS10
Address: 33050 Nixie Way, Bldg 17A, Suite 416, San Diego, CA 92147-5416

Phone Number: [***]
E-mail: David.Felker@navy.mil

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

G-5

G-5 APPOINTMENT OF ORDERING OFFICER(S)

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Name:	Melissa Hawkins
Activity:	Space and Naval Warfare Systems Command
Code:	2.1D2
Address:	Naval Base Point Loma, Naval Mine and Anti-Submarine Command Complex 33000 Nixie Way San Diego, CA 92147-5110
Phone:	[***]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

G-6

G-6 GOVERNMENT BILL OF LADING (APPLICABLE TO CLINS 0001-0008, 2001-2008, 3001-3008, 4001-4008, 5001-5008)

The Transportation Accounting Code for the Government Bill of Lading is *.

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* To be completed in individual delivery orders when the Government opts to use a Government Bill of Lading to pay for shipment of terminals and spares.

G-7

G-7 PROGRESS PAYMENTS INVOICING INSTRUCTION (APPLICABLE TO ALL FIXED PRICE CLINS)

All contractor requests for progress payments shall be submitted on Standard Form 1443 "Contractor's Request for Progress Payment," in lieu of an invoice, in accordance with instructions contained on the reverse side of the Standard Form 1443 to the cognizant administration office for certification of progress payments. Final invoices are to be submitted in accordance with vouchering and paying instructions contained in Section G.

G-8

G-8 LEVEL OF EFFORT, PROGRESS AND STATUS REPORT (APPLICABLE TO ALL COST TYPE CLINS)

(a) The contractor shall prepare and submit a report concurrently with each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted, and shall include:

(1) Identification Elements

a. Title (“Level of Effort, Progress and Status Report”);

b. Contract, invoice and control Numbers;

c. Contractor’s name and address;

d. Date of report;

e. Reporting (invoicing) period;

f. Name of individual preparing report;

(2) Delivery Order Description Elements. For each delivery order included in the invoice, the report shall include:

a. Delivery order number;

b. Description of progress made during the reporting period, including problem areas encountered and recommendations;

c. Results obtained relating to previously identified problem areas;

d. Deliverables completed and delivered;

e. Extent of subcontracting and results achieved;

*f. Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel;

**g. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each;

h. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order.

i. Materials and other direct cost items expended in performance of the Delivery Order.

j. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above for each affected delivery order. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one copy to the Contract Administration Office and one copy to the Contracting Officer’s Representative (COR). Additional requirements may be established in the DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will ensure that this report is retained with copies of the invoice.

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* If for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as a payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort and that the names of the individuals so identified will be made available to the Contracting Officer when requested.

** Does not apply to completion type orders.

G-9

G-9 TYPE OF CONTRACT

The type of contract for this action is as follows:

CLIN	Contract Type by CLIN	Type of Contract Instrument (see DFARS 204.7003(a)(3))
0001-0008, 2001-2008, 3001-3008, 4001-4008, 5001-5008	Firm-fixed-price	D
0009, 2009, 3009, 4009, 5009	Not Separately Priced (NSP)	
0010, 2010, 3010, 4010, 5010	NSP	D
0011, 2011, 3011, 4011, 5011	Firm Fixed Price	D
0012, 2012, 3012, 4012, 5012	Cost Plus Fixed Fee/Cost Plus Incentive Fee	D
0014, 2014, 3014, 4014, 5014	Cost-Reimbursement with No Fee	D
0015, 2015, 3015, 4015, 5015	NSP	D
1001	Firm Fixed Price	D
1002	NSP	D

G-10

G-10 PATENT MATTERS POINT OF CONTACT

The Point of Contact regarding patent matters for this contract is:

OFFICE OF PATENT COUNSEL / CODE 360012
SPAWARSYSCEN
53560 HULL STREET

SAN DIEGO, CA 92152-5001

(619) 553-3001

Submit interim and final invention reports to the following address:

SPAWAR HQ
Policy Branch, Code 2.3.2
Contract Closeout
4301 Pacific Highway
San Diego, CA 92110-3127

G-11

G-11 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor’s performance information on a given contract during a specific period of time. Additional information is available at http://www.cpars.navy.mil/.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

G-12

G-12 INCREMENTAL FUNDING

This contract is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are hereby obligated in the amount of $ * and it is estimated that they are sufficient for contract performance through * .

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* This clause will be included in any incrementally funded task or delivery order and completed with the incrementally funded dollar amount and a date through which this funding should cover contract performance in each individual task or delivery order.

Section H — Special Contract Requirements

H-1

H-1 ORDER OF PRECEDENCE (The following is a clarified version of FAR 52.215-8, Order of Precedence — Uniform Contract Format, applicable only to this Contract)

Any inconsistency in this Solicitation or Contract shall be resolved by giving precedence in the following order:

(a) the schedule (Sections A through H) (excluding the specifications);

(b) representations and other instructions (Section K);

(c) contract clauses (Section I);

(d) attachments (including Statements of Work) (in order, except attachment F, which is (e) below)

(e) the specifications*

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* Any inconsistencies between specifications shall be resolved by giving precedence in the following order:

1. Functional Baseline consisting of the:

MIDS-LVT System Segment Specification (SSS and SSS/A) with all SSS errata thereto

MIDS-LVT Interface Control Document (ICD and ICD/A) with all ICD errata thereto

2. Allocated Baseline consisting of LRU and SRU specifications.

3. Other documentation referenced in the specifications (STANAG 4175, STANAG 5516, other NATO, military, and federal standards; other Government documents and non-Government documents).

H-2

H-2 APPLICABILITY OF CLAUSES

Unless a clause in this contract is noted to apply to only certain CLINs or certain types of efforts, the clauses in this contract shall apply to all of the CLINs identified in Section B of this contract and all efforts ordered hereunder.

H-3

H-3 INDEFINITE QUANTITY

Pursuant to FAR 52.216-22 entitled “INDEFINITE QUANTITY” (OCT 95) found in Section I of this contract, the minimum and maximum quantities are hereby established as follows. The combined minimum quantity for CLINs 0001-0007, as described in Section B, Note 2, represents the Government’s minimum ordering obligation for the entire contract. All minimum and maximum amounts stated below for all other CLINs in the first year ordering period shall only apply if those CLINs are ordered. The minimums and maximums for the option CLINs shall apply only if an option is exercised and if those CLINs are subsequently ordered.

CLIN(Including any SLINs Thereunder)	MINIMUM	MAXIMUM
0001 - 0007	See Section B, Note 2	See Section B, Note 2
0008	0 EACH	50 each
0009	1 LOT	1 LOT
0010	1 LOT	1 LOT
0011	1 LOT	1 LOT
0012	1 LOT	1 LOT
0013	1 LOT	1 LOT
0014	1 LOT	1 LOT
0015	1 LOT	1 LOT
OPTIONS 2001-2007	See Section B	See Section B, Note 2
OPTIONS 3001-3007	See Section B	See Section B, Note 2
OPTIONS 4001-4007	See Section B	See Section B, Note 2
OPTIONS 5001-5007	See Section B	See Section B, Note 2
OPTION 2008	0 EACH	50 each
OPTION 2009	1 LOT	1 LOT
OPTION 2010	1 LOT	1 LOT
OPTION 2011	1 LOT	1 LOT
OPTION 2012	1 LOT	1 LOT
OPTION 2013	1 LOT	1 LOT
OPTION 2014	1 LOT	1 LOT
OPTION 2015	1 LOT	1 LOT
OPTION 3008	0 EACH	50 each
OPTION 3009	1 LOT	1 LOT
OPTION 3010	1 LOT	1 LOT
OPTION 3011	1 LOT	1 LOT
OPTION 3012	1 LOT	1 LOT
OPTION 3013	1 LOT	1 LOT
OPTION 3014	1 LOT	1 LOT
OPTION 3015	1 LOT	1 LOT
OPTION 4008	0 EACH	50 each
OPTION 4009	1 LOT	1 LOT
OPTION 4010	1 LOT	1 LOT
OPTION 4011	1 LOT	1 LOT
OPTION 4012	1 LOT	1 LOT
OPTION 4013	1 LOT	1 LOT
OPTION 4014	1 LOT	1 LOT
OPTION 4015	1 LOT	1 LOT
OPTION 5008	0 EACH	50 each
OPTION 5009	1 LOT	1 LOT
OPTION 5010	1 LOT	1 LOT
OPTION 5011	1 LOT	1 LOT
OPTION 5012	1 LOT	1 LOT
OPTION 5013	1 LOT	1 LOT
OPTION 5014	1 LOT	1 LOT
OPTION 5015	1 LOT	1 LOT

H-4

H-4 TYPES OF TASK OR DELIVERY ORDERS

The following types of task or delivery orders may be issued under this contract:

(a) Firm-Fixed-Price orders under CLINs 0001 through 0010*, 0011, 1001, 2001 through 2010*, 2011, 3001 through 3010*, 3011, 4001 through 4010*, 4011, and 5001 through 5010*, 5011.

(b) Cost-Plus-Fixed-Fee under CLINs 0012, 0015**, 2012, 2015**, 3012, 3015**, 4012, 4015**, 5012, 5015**.

(c) Cost-Plus-Incentive-Fee under CLINs 0012, 0015***, 2012, 2015***, 3012, 3015***, 4012, 4015***, 5012, 5015***.

(e) Cost-Plus-No-Fee under CLINs 0014, 2014, 3014, 4014, and 5014.

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* CLINs 0009, 0010, 2009, 2010, 3009, 3010, 4009, 4010, 5009, and 5010 are not separately priced; these CLINs are included in the Firm Fixed Price for CLINs 0001 through 0008, 2001 through 2008, 3001 through 3008, 4001 through 4008, and 5001 through 5008 respectively.

** CLINs 0015, 2015, 3015, 4015, and 5015 are not separately priced; these CLINs when ordered in a cost plus fixed fee order are included in the Cost Plus Fixed Fee of CLINs 0012, 2012, 3012, 4012, and 5012 respectively.

*** CLINs 0015, 2015, 3015, 4015, and 5015 are not separately priced; these CLINs when ordered in a cost plus incentive fee order are included in the Cost Plus Incentive Fee of CLINs 0012, 2012, 3012, 4012, and 5012 respectively.

H-5

H-5 METHOD OF SELECTION FOR ISSUANCE OF ORDERS

(A) Individual orders shall be placed using one of the following selection procedures:

(1) The ordering officer may request technical proposals and price proposals from each awardee and make award(s) to the contractor(s) whose proposal(s), in the judgment of the ordering officer, represents the best value to the government. The contractor is permitted to propose improvements (e.g., performance, schedule, prices contained in or listed at “TBD” in Section B of this contract) in its quotation. “Best value” is defined as the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).

(2) The ordering officer may utilize existing contract prices determined in accordance with clause B-4. The contractor may propose price improvements to clause B-4 at any time

after contract award.

(B) The Government desires continuous improvements in terminal & spares pricing via updates to the pricing structure contained in clause B-4. The Government considers a price improvement to be an updated pricing structure (e.g., learning curve in clause B-4) that results in a lower, overall MIDS-LVT price. If the contractor proposes terminal and spares pricing independent of clause B-4, the Government may elect to disregard such prices even if they may be lower than prices derived from clause B-4. If determined to be the best value to the Government, the ordering officer may utilize an offeror's higher prices from an existing clause B-4 or a proposed updated clause B-4.

(C) Regardless of the selection procedures utilized, the ordering officer will consider existing prices from Section B (including clause B-4) and any proposed price improvements to clause B-4, and may consider a variety of factors, including, but not limited to:

(a) information received from the contractor(s) in response to the contracting officer's request for cost/technical proposals, if requested;

(b) past performance under this contract including all outstanding and previous delivery orders;

(c) the price and extent of technical data rights, computer software rights, and computer software documentation rights in the Technical Data Package;

(d) warranty prices;

(e) delivery rate(s).

If the ordering officer utilizes selection procedure (A)(1), the RFP will specify instructions for submitting a proposal, identify the technical factors that will be used in the evaluation, along with their relative order of importance, and will state the relative importance of the technical factors to price. The technical factors in the RFP may not include all of those identified in paragraph (C) above, and may include other technical factors more appropriate for the particular requirement.

(D) The ordering officer may elect not to compete the award of any particular order if one or more of the following conditions exist:

(a) The agency need for such supplies or services is so urgent that providing the opportunity would result in unacceptable delays;

(b) Only one contractor is capable of providing such supplies or services at the level of quality required because the supplies or services are unique or highly specialized;

(c) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

(d) It is necessary to place an order to satisfy a minimum guarantee; or

(e) If the Government utilizes existing prices in Section B (Clause B-4) provided such prices were based on adequate price competition.

H-6

H-6 PROCEDURES FOR ISSUING ORDERS

(a) *Ordering*. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer listed in Section G of this contract or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*.

(1) Delivery or task orders issued shall include, but not be limited to, the following information:

(a) Date of Order

(b) Contract, order number and requisition number

(c) Appropriation and accounting data

(d) Description of the services to be performed

(e) Description of end item(s) to be delivered

(f) DD Form 254 (Contract Security Classification Specification), if applicable

(g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract

(i) The inspecting and accepting codes (as applicable)

(j) Period of time in which the services are to be performed

(l) The estimated cost plus fixed fee or ceiling price for the order

(m) List of Government-furnished material and the estimated value thereof, if applicable

(n) Delivery date

(2) (a) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor. If the Government sends an order by e-mail, the order will be considered “issued” when the e-mail is sent, not when received by the contractor.

(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days.

(c) *Modification of Delivery/Task Orders*. Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price*. The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the “Disputes” clause.

H-7

H-7 LIMITATION OF LIABILITY — HIGH-VALUE ITEMS (APPLICABLE TO CLINS 0001-0008, 2001-2008, 3001-3008, 4001-4008, 5001-5008)

In consonance with FAR 46.805(a)(3) and FAR 52.246-24 (“Limitation of Liability — High-Value Items”), all Items and Subline Items deliverable hereunder are identified as High-Value Items.

H-8

H-8 CONTRACT DATA REQUIREMENTS — DELIVERY ORDERS (APPLICABLE TO CLINS 0010, 0015, 1001, 2010, 2015, 3010, 3015, 4010, 4015, 5010, 5015)

The data items shown on the DD 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-9

H-9 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)

(a) Office Equipment

The costs for acquisition, usage or rental of general purpose office equipment are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 “Payments under Time-and-Material and Labor-Hour Contracts” clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 “Allowable Cost and Payment” clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year’s Day
Martin Luther King’s Birthday
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor’s proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

H-10

H-10 5252.232-9206 SEGREGATION OF COSTS (DEC 2003) (APPLICABLE TO COST REIMBURSEMENT CLINS)

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and

(2) to the Procuring Contracting Officer.

H-11

H-11 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel — this paragraph (a) is only applicable to cost-type CLINs. The remaining paragraphs of this clause apply to all CLINs.

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

(1) Contract number
(2) Date, time, and place of proposed travel
(3) Purpose of travel and how it relates to the contract
(4) Contractor's estimated cost of travel
(5) Name(s) of individual(s) traveling and;
(6) A breakdown of estimated travel and per diem charges.

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances in Foreign Areas” prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor’s place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor’s home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor’s home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 “Allowable Cost and Payment” clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(vi) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - - 14 = 22).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee’s one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee’s one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-12

H-12 CERTIFICATE OF COMPLIANCE

The Contractor shall certify that the terminal, as designed meets all the current requirements of the contract and all attachments thereto, including interchangeability requirements. The Contractor shall submit a separate Certificate of Compliance for each LVT variant (i.e. LVT (1), LVT (2) and LVT (3)).

The requirements documents for each variant are as follows:

LVT (1), (4), (6), (7) — SSS and ICD and associated Data Lists
LVT (2), (11) — SSSA and ICDA and associated Data Lists
LVT (3) — SSSA and ICDA and associated Data Lists
Any terminal delivered with NSIO S/W — NSIO SSSA and associated Data Lists

These certificates shall be delivered via contract letter after the contractor has successfully completed its contractor qualification effort. The certification must be submitted no later than 15 days prior to the contractor request for Government acceptance (via DD 250) of the first terminal for each variant. The certificates shall be signed by an individual authorized to obligate the Contractor.

H-13

H-13 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME	Melissa L. Hawkins
ADDRESS	Naval Base Point Loma, Naval Mine and Anti-Submarine Command Complex 33000 Nixie Way San Diego, CA 92147-5110
TELEPHONE	[***]
E-MAIL	melissa.hawkins@navy.mil

H-14

H-14 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)

(a) The Department of Defense is—

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(1) committed to minimizing the use of military and federal specifications and standards; and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor—

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-15

H-15 AIRWORTHINESS CERTIFICATE (APPLICABLE TO ALL MIDS-LVT TERMINALS DELIVERED UNDER THIS CONTRACT)

(a) The Contractor shall certify that the delivered Terminals are safe for intended use. The certificate shall be based on successful completion of Contractor testing and analysis. Safe-For-Intended Use (SFIU) tests shall consist of (1) Crash Safety, (2) Random Vibration, (3) Electronic Field Radiated Emission (RE02) Test, (4) Power Line and signal Line Conducted Emission (CE03) and explosive atmosphere.

(b) The Contractor shall provide a completed AFMC Form 3, Component Airworthiness Certificate, as part of their First Article Approval prior to the first terminal delivered under this contract (See H-23). The AFMC Form 3 is considered “completed” once the contractor has completed the necessary testing and analysis and the responsible contractor system safety engineer/officer/ manager has signed the form. The Government expects to review the test data and analyses upon which the Contractor based the airworthiness certificate.

(c) The Contractor shall maintain the Terminal’s airworthiness certificate until the period of performance for the entire contract is completed.

H-16

H-16 ELECTROMAGNETIC COMPATIBILITY (EMC) FEATURES APPROVAL (APPLICABLE TO ALL MIDS-LVT TERMINALS DELIVERED UNDER THIS CONTRACT)

The Contractor is required to obtain EMC Features approval in accordance with the DoD Link 16 EMC Features Certification Process and Requirements prior to First Article Approval (see H-23) and to maintain such approval until the period of performance for the entire contract is completed. Any waivers or deviations against the DoD Link 16 EMC Features Certification Process and Requirements shall be submitted to NTIA via the DoD Certification Authority for approval. The certification effort may require technical interchange meetings with the DoD Certification Authority, currently designated as PEO C4I, or with members of their designated EMC Features Certification execution activity. Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain certification from the DoD Certification Authority and final EMC features approval from NTIA.

H-17

H-17 COMMUNICATIONS SECURITY (COMSEC) APPROVAL FOR USE (APPLICABLE TO ALL MIDS-LVT TERMINALS DELIVERED UNDER THIS CONTRACT)

The Contractor is required to obtain National Security Agency (NSA) Approval for Use of the MIDS LVT terminal together with NSA approval of the associated documentation as part of First Article Approval (See Clause H-23) and to maintain such COMSEC Approval for Use until the period of performance for the entire contract is completed. This effort will require technical interchange meetings with NSA, or a designated agency.

Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain such approval by NSA. To obtain copies of the COMSEC requirement documents including SOW and CDRL, the Contractor must send a written request to the National Security Agency (NSA) Program Manager for MIDS, with a copy of the request sent to JPEO JTRS, MIDS Program Office. The request shall include identification of the Contractor’s current U.S. COMSEC account and evidence of a current facility and personnel clearance. The NSA Program Manager for MIDS can be reached at [***].

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

H-18

H-18 5252.225-9200 OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (MAY 1996)

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, of equipment, assemblies, accessories or parts performing cryptographic functions shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor shall include this clause in any and all subcontracts it may let pursuant to this contract for equipment, assemblies, accessories or parts.

H-19

H-19 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

DOD Contract Security Classification (DD 254), attached, itemizes the classified portion of work to be performed under this Contract. Upon completion of the final delivery under this contract, the Contractor shall promptly notify, in writing, the Space and Naval Warfare Systems Command (SPAWAR) Security Office (SPAWAR Code 83310), and JPEO JTRS. The Contractor shall, if applicable, request classified material disposition in accordance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M) and Security within the North Atlantic Treaty Organization (Document C-M(55)15(Final)) and any subsequent amendments.

Regarding FAR 52.204-2 (“Security Requirements”), paragraph (b), the following applies in lieu of DOD 5220.22-M (including any revisions to this manual) for any Non-U.S. contractors or Non-U.S. subcontractors located outside the U.S.:

1. For those located within the Republic of France:

(a) “Instruction Generale Interministerielle 1300/SGDN/DR” of 12 March 1982;

(b) “Instruction Interministerielle 2000/SGDN/SSD/DR” of 01 October 1986; and

(c) “Instruction 2500/DEF/C23” of 26 January 1983.

2. For those located within the Federal Republic of Germany:

“Handbuch fur den Geheimschultz in der Wirtschaft” of Jun 1986

3. For those within the Republic of Italy:

“Norme unificate per La tutela del Segreto” SMD-1/R — Vol III del 1971 e successive direttive/aggiornamenti:

- PCM-ANS 1/R/A del 28.01.1986
- ANS-NDA 296

- ANS-S/R e altre

4. For those within the Kingdom of Spain:

"Manual de Seguridad Industrial de Las F.F.A.A.", Orden Ministerial No. 12-82 (21 October)

H-20

H-20 NONDISCLOSURE OF COMSEC INFORMATION

COMSEC/TEMPEST information will be the subject of a Memoranda of Agreement between the National Security Agency (NSA) and the Cryptologic Authorities of the Participants. All information related to the COMSEC/TEMPEST portions of this Program will be released on a Government-to-Government basis by the NSA to the Cryptologic Authorities of the Participants. Public release of information relating to COMSEC and its uses shall be restricted in dissemination to Contractor personnel and Government personnel involved in the Contract. Any proposed release of unclassified COMSEC information relating to this Contract into the public domain shall be forwarded, via the PCO, to both SPAWAR Security Technology Transfer Office (Code 83300), for review on behalf of the JPEO JTRS, and NSA. The term "release" includes, but is not limited to: newspaper articles, company newsletters, contract announcements, advertisements, brochures, photographs, motion-picture films, technical papers, unclassified presentations at symposia, speeches, displays, etc. on any COMSEC phase related to this Contract.

H-21

H-21 RESTRICTED ACCESS TO COMSEC INFORMATION

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the JPEO JTRS before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD 254, Contract Security Classification Specification:

1. U-TVB CTIC/DS-101 Hybrid
2. AN/CYZ-10 Data Transfer Device .
3. AN/KOI-18 Paper Tape Reader
4. AN/PYI-10 Fill Device
5. Cryptographic Keys
6. AN/PYQ-10, Simple Key Loader (SKL)
7. Cryptographic related specifications, publications, and software

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

H-22

H-22 DATA/SOFTWARE ACCESSION LIST

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by CDRL A016. The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made provided to the Government via the MIDS Enterprise Management System (EMS) online database within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 ("Deferred Ordering of Technical Data or Computer Software") under Section I.

H-23

H-23 MIDS-LVT FIRST ARTICLE QUALIFICATION REQUIREMENTS

The contractor is required to have its MIDS-LVT variant(s) first article approved by the Government before the contractor may start delivery of terminals. Contractors that have previously had their MIDS-LVT variant(s) qualified shall provide evidence of that first article approval prior to their first delivery under this contract. For any MIDS-LVT variant(s) for which the contractor has not previously obtained Government first article approval, the Government will approve such variant(s) when all of the following conditions have been met:

a) The Contractor has submitted a Certificate of Compliance (H-12) after successful completion of contractor Qualification which was performed in accordance with a Government approved contractor qualification plan/procedure. The certificate shall state, as applicable, that the Contractor's first article meets all of the requirements of the MIDS Functional and Allocated baselines detailed in Attachment F.

b) The Contractor has submitted an EMC Features Approval (H-16).

c) The Contractor has submitted a signed COMSEC Approval for Use (H-17).

d) The Contractor has submitted a signed Air Worthiness certificate (H-15) for terminals to be operated in an airborne environment.

e) The Contractor has successfully demonstrated LRU and SRU interchangeability in accordance with Clause C-2.

f) The contractor's terminal has successfully passed any Government executed qualification testing that the Government, at its discretion, deems necessary.

H-24

H-24 GOVERNMENT FURNISHED COMPUTER SOFTWARE

As part of the Government qualification process of GFM software cited in H-26, the Government will be testing the software on the contractor's production terminal prior to providing it as GFM. If during this qualification process the Government determines that there is a problem with the contractor's terminal executing the GFM software, the Government will notify the contractor in writing. Within 30 days of Government notification and at no cost to the Government, the contractor shall complete corrective action that ensures its terminal successfully executes the GFM software.

H-25

H-25 GOVERNMENT FURNISHED PROPERTY

The Government will provide only that property set forth below, on or before the date indicated, notwithstanding any provisions of the specification(s) to the contrary:

Upon Contractor's written request to the Procuring Contracting Officer via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

SOURCE	DESCRIPTION	QTY	DATE	DESTINATION	NOTES
*	*	*	*	*	*

* In support of this contract, the Contractor is authorized to use the Government Furnished Property currently authorized for use on Contract N00039-00-D-2101.

H-26

H-26 GOVERNMENT FURNISHED MATERIAL

(a) The Government, via Management Control Activity (MCA) Distribution Code **N00039**, will furnish to the Contractor for use in connection with this Contract, only the Government Furnished Material set forth below:

SOURCE	DESCRIPTION	QTY	DATE	DESTINATION	NOTES
IPO	MIDS CORE Software* MIDS TIO Software* MIDS ADDSI Software* MIDS CSIA Software* NSIO Software* NCP software* FDL Software*	1 EA 1 EA 1 EA 1 EA	Initial: 3 Months After Contract Award. Updates version provided as available.	Available on EMS	Version Description Documents will be provided with the software. Deliveries shall include all source, definition, build files, and all other necessary files to create executables, plus final executables.
NSA	[***]	1 per FMS SMP SRU ordered.	6 months after effective date of each production order	Contractor's Plant	See clauses H.21.

* Updated versions to be provided as they become available

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(b) Only the material listed above in the quantities shown will be furnished by the Government notwithstanding any provisions of the specification(s) to the contrary. Government Furnished Material will be delivered, all transportation charges paid, to the cognizant contract administration office specified herein, in care of the Contractor’s plant.

H-27

H-27 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

If there is any contractor acquired property to which the Government retained title or if GFP was provided without disposition instructions, the Contractor shall submit an excess inventory listing of such items to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

H-28

H-28 SUBMISSION OF DD FORM 1662, DOD PROPERTY IN THE CUSTODY OF CONTRACTORS

The contractor shall provide a duplicate of the DD Form 1662 executed per DFARS clause 252.245-7001 to the Contracting Officer’s Representative (COR) by 31 October of each year of contract performance.

H-29

H-29 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H-30

H-30 INDUSTRIAL PRIORITY RATING (SEP 1996)

(a) The Department of Defense does not normally assign industrial priority ratings under the Defense Priorities and Allocations System (DPAS) for the acquisition of computers, software and peripheral equipment which will be used for administrative or business purposes, e.g. financial management (payroll, budget, etc.), insurance programs, commissary or base exchange operations, and personnel education and training programs. Industrial priority ratings are also not used when the computers, software and peripheral equipment will be financed by military department and activities with non-appropriated funds.

(b) However, a DO-A7 or DX-A7 rating may be assigned on delivery orders for computers, software and peripheral equipment that will be used as an integral part of an end item which is necessary to conduct strategic or tactical military operations; necessary for logistics support of military operations; or necessary for research and development, production, testing, or construction at Government-owned facilities. DPAS ratings, when applicable, will be specified on the face of the delivery order.

H-31

H-31 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)

(a) *Definition*.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if — (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) SPAWAR’s responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-32

H-32 THIRD PARTY TRANSACTIONS

(a) Definitions. For the purposes of this clause:

"Participants" is defined as a signatory of the MIDS Program Memorandum of Understanding and each supplement.

"Foreground Information" is defined as any information generated under the Program.

"Information" is defined as any information, knowledge, or data, regardless of form or characteristics including: that of a scientific or technical nature, threat, experimental and test data, designs, semiconductor mask works and topography, improvements, photographs, reports, manuals, specifications, processes, techniques, inventions, technical writings, computer software, sound recordings, pictorial reproductions, drawings and other graphical representations; whether on magnetic tape, in computer memory or in whatever form presented, and whether or not subject to copyright or other legal protection.

"MIDS-LVT Equipment" is defined as program equipment, including hardware and software that is produced or supported through contracts managed by the MIDS International Program Office (IPO). MIDS-LVT Equipment may be an end item, a system, or a component. MIDS-LVT Equipment includes MIDS-LVT all variants. MIDS-LVT Equipment excludes special tooling and test equipment.

"Third Party" is defined as any entity that desires to obtain MIDS-LVT Equipment and Foreground Information outside of this contract, i.e, not through an order placed under this contract.

"Procuring Contracting Officer" is defined in Section G, Clause G-5 "Designation of Procurement Contracting Officer and Appointment of Ordering Officer(s)" under contracts N00039-00-D-2100 and N00039-00-D-2101.

"Levy" is defined as the recoupment value of Nonrecurring Costs (NRC) that can be obtained by the Participants for certain transactions involving Third Parties.

(b) Restriction. The contractor, and all of its subcontractors, are prohibited from selling, entering into a contract to sell, transferring title of, or disclosing or transferring possession of, any MIDS-LVT Equipment or Foreground Information, exclusive of any MIDS-LVT Equipment or Foreground Information that has been approved for public release, to any Third Party without the express written notification by the Procuring Contracting Officer (PCO) that the proposed transaction is approved by the MIDS Steering Committee or U.S. MIDS Steering Committee Representative, as applicable.

(c) Procedures

(1) If at any time the contractor desires to engage in a transaction restricted by paragraph (b) above, the contractor must submit a formal written request to that effect to the PCO prior to the earlier of (a) forwarding an offer to sell, entering into a contract to sell, or transferring MIDS-LVT Equipment or Foreground Information to a Third Party, or, (b) submittal of a request to the United States Department of State for an export license, if necessary, for such a proposed transaction. The request shall include at a minimum the following information:

(i) A description of the defense equipment or information to be transferred, including quantity, number of units, unit price, and total value of proposed sale,

(ii) The identity of the Ministry of Defense of the new recipient (if applicable).

(iii) The anticipated purpose, end use, and end user of the defense equipment or information.

If the contractor deems its request to be proprietary, the following paragraph shall be included in its request:

This request for sale or transfer of MIDS-LVT Equipment or Foreground Information includes data that shall not be disclosed outside of the Participants and shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate this request. This restriction does not limit the Participants' rights to use information contained in this data if it is obtained from another source without restriction.

(2) Upon receipt of a request submitted pursuant to (c)(1), the PCO will forward the request to either the MIDS Steering Committee or the U.S. MIDS Steering Committee Representative, depending upon the nature of the requested transaction, for consideration and action. The PCO will notify the contractor when the MIDS Steering Committee or the U.S. MIDS Steering Committee Representative, as applicable, decides to approve or disapprove the requested transaction. The contractor may enter into the transaction as specifically requested pursuant to paragraph (c)(1) only upon receipt of PCO notification that the requested transaction has been approved.

(3) If the request submitted pursuant to (c)(1)(ii) is for a transaction either directly with a foreign government or foreign industry OR to a US Government Agency or US industry where the end user is a foreign government or foreign industry, a levy payment in accordance with section (d) shall be included.

(d) Additional Guidelines and Procedures for Approved Transactions To Third Parties Involving Levies

(1) If the contractor's request is approved by the MIDS Steering Committee, then the

contractor will include the applicable levy as a separately priced line item in the proposal to the Third Party. The applicable amount of the EMD non-recurring costs will either be deposited to the MIDS Nations levy accounts directly by the Third Party or included on the contract and deposited to the MIDS Nations levy accounts by the contractor. The MIDS IPO will provide instructions for deposit of the levies. This sum shall not include any amount that any or all of the Governments elect to waive.

(2) Prior to shipment of MIDS equipment to the Third Party, the contractor shall obtain written verification from the MIDS International Program Office that all applicable levies have been deposited to the Participants' bank accounts. Shipment of MIDS equipment without obtaining such verification may result in withdrawal of approval for current transactions, and rejection of future requests (presented pursuant to paragraph (c)(1)) by the MIDS Steering Committee.

(3) The contractor agrees to include in any proposals to a Third Party the not-to-exceed amount of $17,071 per terminal, which represents the maximum recoupment value that can be levied by the Participants (exclusive of the US Government) for any Third Party transaction.

(4) The contractor further agrees to include the text of the following clause in all contracts it enters into with Third Parties that involve the export of MIDS LVT Equipment and Foreground Information:

"The acceptance of this Contract by the Contractor is based upon its receipt of both the applicable export approval of the Department of State of the United States of America pursuant to the International Traffic in Arms Regulations and the approval of the MIDS Steering Committee for the transfer of MIDS LVT equipment and information to the Customer."

(e) The contractor acknowledges that although the United States is one of the five participants to the MIDS program, the United States has no authority to order the MIDS Steering Committee to approve any particular request for sale or transfer of MIDS-LVT Equipment or Foreground Information to a Third Party.

(f) For all transactions involving Third Parties, the contractor shall take appropriate measures to ensure that the Third Party does not re-transfer or use the MIDS LVT Equipment or Foreground Information provided to that Third Party in any manner inconsistent with the purposes approved by the MIDS Steering Committee or U.S. MIDS Steering Committee Representative, as applicable.

(g) The Contracting Officer's written notification of the approval of a transaction restricted by paragraph (c) involving a particular Third Party shall not constitute an approval by either the MIDS Steering Committee or U.S. MIDS Steering Committee Representative of any desired future transaction restricted by paragraph (c) with either that Third Party or another Third Party.

(h) The contractor acknowledges and agrees that this clause is a material requirement of the contract, and that its failure to follow any term of this clause entitles the Government to terminate the contract for default.

H-33

H-33 USE OF ENGLISH

The English language (written and spoken) shall be used in the conduct of all business between the Government and the Contractor. The English language shall be used in a manner which includes, but is not necessarily limited to, the preparation of all proposals, correspondence, meetings, reviews, briefings, telecommunications, plant visits, and deliverables.

Deliverable documentation and drawings may contain bilingual notes; however, any inconsistency between the English language and any other language used in such deliverables shall be resolved by giving precedence to the English language version. Non-deliverable documentation may be in the national language of the originator, unless called for under the accession list thus requiring that it shall be provided in English.

H-34

H-34 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 91) (5252.215-9210)

All representations and certifications and other written statements made by the contractor in response to section K of the solicitation or at the request of the contracting officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H-35

H-35 5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor’s Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment B and is made a part of this contract.

H-36

H-36 DELIVERY ORDER LIMITATIONS OF COST/FUNDS (DEC 1999) (APPLICABLE TO ALL COST TYPE CLINS)

In accordance with the FAR Clause 52.232-20, “Limitation of Cost,” or 52.232-22 “Limitation of Funds,” the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-37

H-37 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-38

H-38 DEFINITIONS

(a) Unless otherwise stated in this contract, the word “days” means “calendar days.”

(b) Unless otherwise stated in this contract, when used in conjunction with any military standard or military specification expressly set forth or incorporated by reference, the word “guidance” or “as a guide” shall mean that the contents of such specification or standard, while not mandatory, is nevertheless agreed by the parties to be an example, model, or criterion of accuracy indicative of good engineering design, manufacturing, and testing practices.

H-39

H-39 WARRANTY (APPLICABLE TO CLINS 0009, 2009, 3009, 4009, 5009)

This warranty contains the following sections:

I. Scope

II. Definitions

III. Individual Warranty Coverage

IV. Systemic/Performance Warranty Coverage

V. Commercial Warranties

VI. Warranty Procedures/Remedies

VII. Other Rights and Remedies

VIII. Warranty Administration

IX. Warranty Status Reporting

X. Exclusions

XI. Presumption of Failure/Defect

XII. Contractor Obligations

XIII. Disputes

I. SCOPE

Contractor warrants that hardware items, firmware, and computer software furnished under this contract will conform to the design and manufacturing requirements, and specified performance requirements specifically delineated in the Contract and any supplementary agreements thereto.

II. DEFINITIONS

A. Acceptance: The execution of an official document (DD Form 250) by an authorized representative of the Government.

B. Cosmetic damage: Cosmetic damage includes faded or chipped paint, scratches, minor dents, nicks, or other damage resulting from normal and customary use that does not affect the operational use or maintenance of the item.

C. Defect: A condition or characteristic that causes an item’s performance not to meet the specifications or other requirements of the contract, or when an item lacks something essential for completeness for its intended use. A defect does not necessarily affect performance.

D. Design and Manufacturing Requirements: The structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and finished product tests for the items being procured under this contract.

E. Failure: A breakdown or degradation of operation or function. Failures include items returned to the contractor’s facility that are identified as NEOF (RTOK, NFF and A-799).

F. Individual Coverage: Warranty coverage that requires the contractor to correct all failures for any reason (except for Out-of-warranty Items or Non-warranty Items) via individual warranty claim actions for each failure at no additional cost to the Government.

G. Items: MIDS-LVT (1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11) Terminal Sets, LRUs, SRUs and ancillary items delivered under this contract, inclusive of all hardware, firmware, software (except GFE software).

H. No Evidence of Failure: The term "No Evidence of Failure" or NEOF, as used herein, means a returned item that upon initial checkout by the contractor, successfully completes the performance verification testing as defined in the LRU or SRU Acceptance Test Plan (ATP). NEOF is the same as a Retest Okay (RTOK), No Fault Found (NFF), Can Not Duplicate (CND) or A-799.

I. Non-warranty Items: Items that are not warranted, or are excluded under the exclusion clause of this contract.

J. Out-of-warranty Items: Items for which the timeframe in calendar years exceeds the warranty.

K. Repair: The elimination of a defect or correction of a failure. Correction of cosmetic damage is not required unless it effects the operation or maintenance of the item.

L. Repetitive Failure: When at least 3 items delivered to the government over any six-month period of time have failed with the same root cause, the failures are considered repetitive.

M. Retrofit Plan: A retrofit plan describes how the contractor will implement corrections to defects or systemic failures for all fielded items.

N. Systemic/Performance Coverage: Warranty coverage that requires the contractor to correct the cause of repetitive failures or defects for all items. A retrofit plan for repetitive failures or defects is required.

O. Terminal: Includes all of the SRUs and LRUs that make up a MIDS-LVT (1, 2, 3, 4, 5, 6, 7, and 11) ordered under Section B.

P. Turn-Around Time, Contractor Issue: The Contractor Issue TAT (CITAT) clock begins upon receipt of a customer/user requisition at the contractor site, and ends upon delivery to the customer at either a Continental United States (CONUS) operational site, or a CONUS beach/field detachment for military forwarding to an Outside CONUS (OCONUS) site.

Q. Turn-Around Time, Depot Repair: The contractor Depot Repair TAT clock begins upon receipt of a returned SRU or LRU at the contractor site, and ends when it is either placed into wholesale inventory or shipped to user.

R. Warranty: Individual and Systemic/Performance Coverage.

S. Turn-Around Time, Warranty: Working days from the time an asset is inducted for repair until the item is certified ready for issue.

III. INDIVIDUAL WARRANTY COVERAGE

Warranty for individual coverage begins upon acceptance (DD-250). Terminals, LRUs and SRUs are warranted for individual coverage for a period of four years from acceptance.

Upon repair of an item, the warranty coverage remaining for that item shall be the time or timeframe not yet expended.

IV. SYSTEMIC/PERFORMANCE WARRANTY COVERAGE

Warranty for systemic/performance coverage begins upon acceptance (DD250). Terminals are warranted for systemic/performance coverage for a period of four years from acceptance. Repetitive failures or defects are covered under systemic/performance coverage and require the contractor to implement the retrofit plan fix on all affected items at no additional cost to the Government.

V. COMMERCIAL WARRANTIES

The contractor shall provide the Government with any commercial warranties received from his or her suppliers or subcontractors even if they extend beyond the warranty period.

VI. WARRANTY PROCEDURES/REMEDIES

A. Individual Coverage:

The Government will return any item experiencing a failure to the contractor’s repair facility.

The contractor shall provide the materials and services necessary to repair or replace the item at no additional cost to the Government within the specified Turn-Around Time. All repaired items, or items identified as NEOF, shall successfully pass acceptance testing in accordance with appropriate LRU and SRU Acceptance Test Plans for the item prior to return.

If the contractor has any disagreement with the Government regarding a returned item, the contractor shall proceed with the repair/replacement of the item within the specified Turn-Around Time and may invoke his or her rights in accordance with the “Disputes” clause. If the contractor has reason to believe that returned items are not subject to the warranty provisions of this contract, the contractor shall notify the Government within 3 calendar days. Failure to do so will be deemed a waiver by the contractor of any and all remedies to which it otherwise would have been entitled to under the “Disputes” clause. Warranty repairs shall be complete with an average repair Turnaround time of 30 working days. No individual repair turn around time shall exceed 60 working days.

B. Systemic/Performance Coverage:

The contractor shall provide and implement a retrofit plan that provides a detailed technical description of how repetitive failures or defect will be alleviated, and an explanation of how fielded units will be corrected. The contractor shall coordinate the implementation of the corrective action plan with the Government prior to beginning corrective action. Following such coordination, the contractor shall submit the retrofit plan to the Procuring Contracting Officer (PCO) and is liable for all costs associated with the corrective action, including the cost of preparing the plan and transportation costs to effect repair/replacement of items. The retrofit plan shall provide for the repair, replacement or retrofit of all delivered items under this contract.

VII. OTHER RIGHTS AND REMEDIES

A. The rights and remedies of the Government provided for in this warranty do not limit, but are in addition to, the rights the Government has under any other clause of this contract. The requirements of this warranty do not limit the Government’s rights under the inspection and acceptance provisions of the contract.

B. This warranty shall not be voided by any Government performed repair of any warranted item when accomplished in accordance with accepted Government maintenance concepts.

C. The Government shall not be responsible for any extension or delay in the scheduled deliveries or periods under this contract as a result of the contractor’s obligation to repair or replace defective or failed items. There shall not be any adjustments of the delivery schedule or periods of performance as a result of the repair or replacement of defective or failed items, unless provided for by the inclusion of a modification, with adequate consideration to the Government in this contract.

The Government’s rights under this warranty shall survive final payment.

VIII. WARRANTY ADMINISTRATION

A. The contractor and Government will administer the warranty.

B. Disagreements on warranty issues shall be settled pursuant to the “Disputes” clause of the contract. The contractor shall repair/replace all returned items in accordance with the terms of this warranty while the dispute is being resolved.

IX. WARRANTY STATUS REPORTING

The contractor shall report on warranty status via the contractor database (CDRL A005)

X. EXCLUSIONS

A. The contractor shall prove to the satisfaction of the ACO by a preponderance of the evidence that an item returned for repair is excluded from warranty due to one of the following exclusions:

(1) Combat damage

(2) Damage or failures, that are beyond the control of and not attributable to the contractor, that are caused by:

(a) willful misconduct

(b) abuse

(c) improper user installation or application (e.g. improper cabling, rack mounting, power input or exposure to environmental conditions beyond specific capabilities)

(d) maintenance not executed in accordance with the Government maintenance concept

(e) negligence in transportation, with the exception of transportation covered under warranty paragraph XIIB, handling, or storage

(f) use by non-contractor personnel of shipping containers other than those specified per ASTM D3951-95 “Standard Practice for Commercial Packaging”, if use of such container resulted in damage

(g) catastrophic damage such as fire, flood or explosion

(h) act of God

B. If the contractor considers that a returned item is covered by one of the exclusions listed above, the contractor shall request the ACO to perform inspection of the items that the contractor considers subject to exclusion

If the ACO determines that the repair or replacement is excluded, repair or replacement of the items may be accomplished under a repair contract. All repaired items shall continue to be warranted for the remaining warranty period at no change in the contract price.

The failure of the ACO and the contractor to reach an agreement on exclusion shall be considered a Dispute within the meaning of the “Disputes” clause. The contractor shall proceed with the repair/replacement upon written direction of the ACO, even if a disagreement exists.

C. With respect to Government Furnished Property (GFP), the contractor's warranty shall extend only to the proper installation of the GFP, so as not to degrade the performance or reliability of the GFP. If the contractor performs some modification or other work on such property, then the contractor's warranty shall extend to such modification or other work performed on the GFP.

XI. PRESUMPTION OF FAILURE/DEFECT

A. If the Contracting Officer issues a Final Decision pursuant to the "Disputes" clause of this contract finding that none of the exclusions identified in X of this clause was (were) the cause(s) of the defects or failures of any hardware items, firmware or computer software to perform in accordance with all terms and conditions of the contract during the period identified in section IV of this clause, and the Contractor subsequently files an appeal from that Final Decision with any court or board of contract appeals, on appeal the contractor shall have the burden of proving beyond a preponderance of the evidence that one or more of the exclusions identified in section X of this clause was (were) the cause(s) of the defects or failure of any hardware items, firmware or computer software to perform in accordance with all terms and conditions of the contract during the period identified in sections III and IV of this clause.

B. The contractor shall have this burden of proof regardless of which party may have possession, custody or control over any evidence (documentary or testimonial) which would tend to prove or disprove the existence of any of the exclusions identified in section X of this clause, and regardless of whether the matter is before the Contracting Officer, a court or a board of contract appeals.

C. The parties agree that unless the contractor can sustain this burden of proof, the warranty described in this clause shall be applicable to the hardware items, firmware and computer software delivered under this contract which failed or are defective. Likewise, where the Contracting Officer makes a determination under section IV of this clause that the failures were systemic, the contractor shall have the burden of proving to the satisfaction of the Contracting Officer, a court or a board of contract appeals, by a preponderance of the evidence, that the defects or failures were not systemic, regardless which party may have possession, custody or control over any evidence (documentary or testimonial) which would tend to prove or disprove that the defects or failures experienced were caused by systemic defects or failures.

D. If it is later determined by the Contracting Officer, a court or a board of contract appeals that one or more of the exclusions identified in section X of this clause was (were) the cause(s) of the failures or defects of any hardware items, firmware or computer software to perform in accordance with all terms and conditions of the contract during the period identified in sections III & IV of this clause, the contract price will be equitably adjusted.

XII. CONTRACTOR OBLIGATIONS

A. Labeling or Plating

The contractor shall provide contractor data markings for identification of each LRU and SRU in accordance with the requirements contained in Section D.

B. Transportation costs

The contractor shall be responsible for the cost of transporting warranted items back to the Government designated point of delivery. Shipment shall be made by the most expedient means available. Preservation, packaging, packing and handling of repaired items shall be in accordance with the requirements contained in Section D.

XIII. DISPUTES

The rights and remedies of the Government provided in this warranty are in addition to, and do not limit, any right the Government may have under any other clause of this contract. Disputes arising under this warranty will be resolved in accordance with the Section I clause of this contract entitled “Disputes.”

H-40

H-40 REQUALIFICATION REQUIREMENTS

During production, the contractor shall apply the Configuration Management (CM) requirements of Attachment A of the contract and the contractor’s CM procedures. The Government reserves the right to require the Contractor to re-qualify his product if either of the following occur:

(1) The Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable. Any expenses incurred by the Contractor associated with re-qualification in these instances (including but not limited to regressive testing) shall be borne by the Contractor.

(2) It is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification. Any costs incurred by the Contractor associated with re-qualification in this instance (including but not limited to regressive testing) shall be negotiated between the Government and the Contractor.

H-41

H-41 REQUIREMENTS FOR THE DELIVERY OF TERMINALS EXECUTING NSIO AND NCP SOFTWARE

Any terminals ordered with the description “with NSIO” are required to be delivered with CORE, NCP and NSIO software. Acceptance testing for these terminals shall verify the requirements in Attachment N.

H-42

H-42 ASSOCIATE CONTRACTORS CLAUSE

The Contractor shall maintain a close liaison with the other MIDS production contractors (EuroMIDS and US contractors to be included after award of contracts), Government and Software Support Activities (SSAs) (BAE Systems and Robins AFB), on matters pertaining to the interface control, interoperability, and interchangeability through the Technical Working Group (TWG), Problem Review Board (PRB) and Interface Control Working Group (ICWG). Accordingly, the Contractor hereby agrees that:

(a) In performance of this contract, the Contractor shall participate with the other MIDS production contractors, Government, and SSAs in the TWG, PRB, and ICWG. The TWG shall be a forum, chaired by the Government, that provides the communication link between the MIDS production contractors, the Government, the SSAs, the MIDS International Program Office (IPO), national representatives, and senior technical and platform integrator representatives, for resolving interface and technical problems. The PRB shall be a forum, chaired by the Government, that addresses and monitors the status and disposition of problems and deficiencies. The ICWG shall be a forum for the MIDS production contractors, Government, and SSAs to discuss technical issues concerning Engineering Change Proposals (ECPs) to ensure that all parties agree on the exact technical wording of Specification change(s) prior to the MIDS production contractors submitting ECPs to the Government. The purpose of the ICWG is to develop, control, and coordinate changes to the MIDS Functional Baseline and Allocated Baseline documents prior to submission of an ECP and Companion ECPs to the Government. Incident to its participation in the TWG, PRB, and ICWG, the Contractor agrees to disclose to other MIDS Production and SSA contractors, after the execution of suitable proprietary information protection agreements, data and software requested by the TWG, PRB, or ICWG that are relevant and necessary to ensure a complete and successful agreement on the technical wording of potential FBL and ABL ECPs.

(b) In the event that the Contractor considers any direction, or other conduct by the TWG, PRB, and ICWG, or any member thereof, to constitute a change to this contract, it shall refrain from acting thereon, and shall so notify the Contracting Officer in accordance with the terms and conditions of the "Notification of Changes" clause of this contract.

(c) In addition to participating in the TWG, PRB, and ICWG, the Contractor shall establish associate contractor relationships, as described below, to ensure the successful completion of interface control documentation.

(d) All data and software to which limited/restricted rights apply that is furnished by the Contractor to other MIDS production contractors, the Government and SSAs through the TWG, PRB, and ICWG shall bear the appropriate markings as delineated in DFARS 252.227-7013 and 252.227-7014. Except with the prior written permission of the Contractor, the Government shall not release, use, or disclose, in whole, or in part, such data or software for any purpose other than the performance of the interface requirements of this contract. This provision, however, shall not limit the rights of the Government in such data and software that are lawfully obtained from another source.

(e) Furthermore, the Contractor hereby agrees that it shall use data and software to which limited/restricted rights apply, whether provided by the Government, other MIDS production contractors, or SSAs through the TWG, PRB, or ICWG, solely for the purposes of fulfilling the TWG, PRB, and ICWG requirements detailed in this contract, and agrees to indemnify and hold the Government harmless against any claim asserted by any party arising out of the Contractor's use of such data and software. This provision, however, shall not limit any right of the Contractor to use such data and software that is lawfully obtained from some other source.

(f) The Contractor shall be responsible for notifying the Government as to any information, including data and software, requested at the TWG, PRB, and ICWG that the Contractor believes to be of a limited/restricted rights nature.

(g) Nothing in this clause shall be construed as limiting the parties' rights under the Rights in Technical Data and Computer Software clauses contained in this contract.

(h) While the Government will attempt to facilitate the exchange of information amongst the MIDS production contractors, Government, and SSAs, the Contractor is solely responsible for obtaining and providing all information necessary to successfully perform the requirements of this contract.

The Contractor shall enter into Associate Contractor Agreements with the awardees of all US and European MIDS Production contract(s), and any SSA(s). The Associate Contractor Agreement shall address, at a minimum, the requirements identified in this clause. The Procurement Contracting Officer will notify the Contractor of the names of the MIDS production contract awardees and contractor SSAs. Upon notification, the Contractor shall, within 30 calendar days, execute and deliver signed ACAs, that comply with all the requirements of this clause, with all the entities contained in the notification, to the Procurement Contracting Officer (PCO). Fulfillment of this requirement is a “material requirement” of this contract. Accordingly, the Contractor agrees that in the event that a copy of the required ACAs are not provided to the PCO within 30 calendar days after the PCO notification described above, the PCO shall have the right to reduce or suspend progress payments or performance based payments, as applicable, or terminate this contract for default. Any subsequent modifications to the ACAs shall be submitted to the PCO within 30 calendar days after execution. The Contractor shall ensure that the ACAs remain in effect through the period of performance of this contract, which includes the periods of performance for any and all options exercised.

H-43

H-43 MIDS TECHNICAL DATA PACKAGE (APPLICABLE TO CLIN 1001 and 1002)

In the event that the contractor decides that it will no longer support/repair any items delivered to the Government under this contract or any other MIDS LVT contract awarded to the contractor, the contractor shall offer to the Government; (a) Technical Data Package (TDP) and (b) technical data and software rights in that TDP that are both sufficient for another company or the Government to make repairs (CDRL A006).

H-44

H-44 COMMUNICATIONS SECURITY (COMSEC) REQUIREMENTS FOR TERMINALS AND REPAIRS PROCURED FOR U.S. REQUIREMENTS

This clause only applies for MIDS-LVTs produced or repaired for U.S. requirements.

The Contractor shall ensure that all COMSEC portions of MIDS-LVTs are manufactured, integrated and delivered in the U.S. only by a U.S. contractor holding a U.S. COMSEC account. Once the COMSEC portion of the MIDS-LVTs are integrated, the MIDS-LVTs shall not leave the custody of that U.S. contractor prior to delivery.

Section I — Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Subcontract Awards	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records—Negotiation	MAR 2009
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-11	Cost Contract—No Fee	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting	APR 2008
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-19	Child Labor — Cooperation with Authorities and Remedies	AUG 2009
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003

52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications—Classified Subject Matter	DEC 2007
52.228-5	Insurance — Work On A Government Installation	JAN 1997
52.228-7	Insurance—Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes—Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	JUL 2009
52.232-16 Alt III	Progress Payments (Jul 2009) — Alternate III	APR 2003
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed Price	AUG 1987
52.243-1 Alt I	Changes—Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes—Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes—Cost-Reimbursement	AUG 1987

52.243-2 Alt I	Changes—Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes—Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.245-1	Government Property	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-24	Limitation Of Liability—High-Value Items	FEB 1997
52.246-25	Limitation Of Liability—Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Radio Frequency Identification	FEB 2007
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada—Submission after Award	MAY 2007
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7008	Restriction on Acquisition of Speciality Metals	JUL 2009

252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciality Metals	JUL 2009
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	JUL 2009
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7001	Release Of Past Infringement	AUG 1984
252.227-7002	Readjustment Of Payments	OCT 1966
252.227-7013	Rights in Technical Data—Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions—Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data—Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	JAN 2002
252.229-7005	Tax Exemptions (Spain)	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7002	Earned Value Management System	APR 2008
252.235-7003	Frequency Authorization	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

I-1

I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 98)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): "**http://farsite/hill.af.mil**/".

I-2

I-2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **the minimums stated per CLIN (excluding unexercised option CLINS) in clause H.2 Indefinite Quantity** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **the quantity ceiling for that CLIN.**

(2) Any order for a combination of items in excess of the contractor's delivery rate required in Clause F-2

or

(3) A series of orders from the same ordering office that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-3

I-3 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months following the expiration of the final ordering period.

I-4

I-4 FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) *Definitions*.

“Title III industrial resource” means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

“Title III project contractor” means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright-Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

I-5

I-5 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material *(If none, insert "None")*	**Identification No.**
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to —

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

* To be completed by offeror.

<u>I-6</u>

I-6 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
None	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

* To be completed by offeror.

I-7

I-7 252.235-7010 ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Space and Naval Warfare Systems Command (SPAWAR) and the Joint Program Executive Office for the Joint Tactical Radio System (JPEO JTRS) under Contract No. N00039-10-D-0032.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of SPAWAR or JPEO JTRS.

I-8

I-8 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) *Definitions.* As used in this clause—

(1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.

(4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) “Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) “Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S.

Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

I-9

I-9 52.216-10 INCENTIVE FEE (MAR 1997) (APPLICABLE TO ALL COST PLUS INCENTIVE FEE CLINS)

(a) *General*. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee*. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) “Target cost,” as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) “Target fee,” as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment*. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government’s interest. This reserve shall not exceed 15 percent of the applicable fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years’ settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor’s past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments*. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable*.

(1) The fee payable under this contract shall be the target fee increased by ___*___ *[Contracting Officer insert Contractor’s participation]* cents for every dollar that the total allowable cost is less than the target cost or decreased by ___*___ *[Contracting Officer insert Contractor’s participation]* cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than ___*___ *[Contracting Officer insert percentage]* percent or less than ___*___ *[Contracting Officer insert percentage]* percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of —

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of —

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor’s being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor’s involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification*. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies*. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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* To be completed in individual delivery or task orders if and when a cost plus incentive fee CLIN is ordered.

I-10

I-10 52.216-18 ORDERING (OCT 95)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from See Clause F-1 through See Clause F-1.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-11

I-11 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 90) (APPLICABLE TO ALL COST REIMBURSEMENT CLINS)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work —

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall —

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I-12

I-12 DISPUTES CLAUSE

Paragraph (d)(1) of 52.233-1 Disputes (Jul 02), which is incorporated by reference in Section I, is hereby modified to require that a claim by the Contractor shall be submitted within 180 days after accrual of the claim.

I-13

I-13 52.243-7 NOTIFICATION OF CHANGES (APR 84)

(a) *Definitions.* “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state —

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including —

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) *Continued performance*. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response*. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either —

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made —

(i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-14

I-14 52.229-8 TAXES — FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 90)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of France, Italy, Germany, or Spain, or from which the Contractor or any subcontractor under this contract is exempt under the laws of France, Italy, Germany, or Spain, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

Section J — List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J-LIST OF ATTACHMENTS & EXHIBITS

ATTACHMENT “A”	**Statement of Work (SOW) for MIDS LVT Production**
ATTACHMENT “B”	**Small Business Subcontracting Plan ***
ATTACHMENT “C”	**RESERVED**
ATTACHMENT “D”	**RESERVED**
ATTACHMENT “E”	**RESERVED**
ATTACHMENT “F”	**Index and Data Lists**
ATTACHMENT “G”	**RESERVED**
ATTACHMENT “H”	**DD Form 254, Contract Security Classification Specification**
ATTACHMENT “I”	**Acceptance Test Requirements Matrix for MIDS LVT (1)**
ATTACHMENT “J”	**Acceptance Test Requirements Matrix for MIDS LVT (2)/(11)**
ATTACHMENT “K”	**Acceptance Test Requirements Matrix for MIDS LVT (3)**
ATTACHMENT “L”	**RESERVED**
ATTACHMENT “M”	**RESERVED**
ATTACHMENT “N”	**Acceptance Test Requirements Matrix for Terminals Executing NSIO and NCP Software**
EXHIBIT “A”	**MIDS LVT CDRLs**

***** **The small business subcontracting plan submitted with ViaSat Proposal Number 091129.A of 21 December 2009 is hereby incorporated into the contract by reference.**

Attachment A

STATEMENT OF WORK
For the
Multifunctional Information Distribution System (MIDS)
Low Volume Terminal (LVT)
Production

Rev 17, 5 November 2009

Contents:

Cover	1 page
Text	14 pages

STATEMENT OF WORK (SOW)
For
MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS)
LOW VOLUME TERMINAL (LVT)
PRODUCTION

1. Scope. This Statement of Work (SOW) defines the contractor tasks required for the production and delivery of the MIDS LVTs.

2. Reference Documents. The following documents of the latest issue at time of the release of the Request for Proposal (RFP) form a part of this SOW to the extent specified herein.

2.1 Military Specifications. None.

2.2 Military Handbooks and Standards.

MIL-HDBK-61A, “Configuration Management Guidance”

MIL-STD-196E, “Joint Electronics Type Designation System”

DoD 4650.1-R1, “Link 16 Electromagnetic Compatibility (EMC) Features Certification Process and Requirements

2.3 Industry Standards

ANSI/EIA-649, “Configuration Management”

IEEE/EIA 12207, “Software Life Cycle Processes”

2.4 Other Publications.

FED-STD-313D, “Federal Standard Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities”

ISO 9001, “Quality Systems — Model for Quality Assurance in Design, Development, Production, Installation and Servicing”

ISO 90003, “Software Standard”

PLAN-M-00002, “Configuration and Data Management Plan for the Multifunctional Information Distribution System Low Volume Terminal (MIDS-LVT)”

3. Requirements.

3.1 MIDS LVT Production. The contractor shall build, test and deliver Radio Terminal Sets, Line Replaceable Units (LRU), Shop Replaceable Unit (SRU) spares, and ancillary equipment in accordance with Attachment F. The contractor shall incorporate changes and fixes in accordance with the Configuration Management (CM) requirement of this SOW. LVT terminals delivered shall execute the latest version of the MIDS LVT GFE Computer Software Configuration Items (CSCIs) provided as executable code by the Government (ref. Contract Clause H-26).

3.2 Acceptance Tests. MIDS LVT terminals and spares shall pass acceptance testing prior to delivery. The contractor shall conduct all terminal, LRU, and SRU acceptance tests using the Government approved acceptance procedures.

3.2.1 Terminal Acceptance Tests. Attachments I, J, K and N contain the configuration dependant MIDS LVT Acceptance Test Requirements to be verified during Terminal Acceptance Testing. The contractor shall develop and submit the Terminal Acceptance Test Procedures (CDRL Exhibit A001) for Government approval prior to terminal acceptance testing. The contractor shall conduct acceptance tests in accordance with the Government approved procedures. (CDRL Exhibit A001).

3.2.2 LRUAcceptance Tests.The Contractor shall develop and submit LRU acceptance test procedures (CDRL Exhibit A002) for Government approval prior to LRU acceptance testing. The contractor shall conduct LRU acceptance tests in accordance with the Government approved procedures.

3.2.3 SRU Acceptance Tests. The Contractor shall develop and submit SRU acceptance test procedures (CDRL Exhibit A002) for Government approval prior to SRU acceptance testing. The contractor shall conduct SRU acceptance tests in accordance with the Government approved procedures

3.3 Electromagnetic Compatibility Features Periodic Verification. As part of the contractor’s overall acceptance test program and before delivery of each MIDS terminal, the Contractor shall perform the necessary actions to ensure verification of the terminal’s EMC features, in accordance with DoD 4650.1-R1. The contractor shall measure and record:

a. The actual values of the threshold setting of the Low Level Detector (LLD)

b. The actual value of the peak terminal output power in the three power modes

c. A full band spectrum plot

d. The individual pulse spectra at [***]

The Contractor shall record the measured data, items (a) through (d), as part of the terminal Acceptance Performance Test Log.

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

3.3.1 Spare Exciter/IPF SRU Electromagnetic Compatibility Features Periodic Verification. As part of the contractor's overall acceptance test program and before delivery of each Exciter/IPF spare SRU, the Contractor shall perform the necessary actions to ensure verification of the SRU's EMC features. The contractor shall measure and record:

a. The actual values of the threshold setting of the LLD

b. The actual value of the Built-In-Test (BIT) LLD threshold test signal

The Contractor shall record the measured data, items (a) and (b), as part of the SRU's Acceptance Performance Test Log.

3.4 Program Management

3.4.1 Program Manager. The contractor shall designate a single program manager who shall have overall responsibility for control and coordination of all work performed. This manager shall act as the single focal point within the contractor's activity for all required program status information.

3.4.2 Program Planning and Control. The contractor shall identify, plan, organize, direct, coordinate, and control activities necessary to accomplish the overall contract requirements. The contractor shall establish a formal organization responsible for accomplishing the tasks outlined in this SOW. The contractor shall ensure that all plans and procedures required by the contract and the CDRLs approved by the Government, are adhered to by the contractor. A clear line of project authority shall exist between all organizational elements and the program manager.

3.4.3 Program Management Reviews. The contractor shall present and administratively support Program Management Reviews (PMR). Program Management Reviews (PMR) shall be held once every six months. All PMRs shall be held at a contractor's facility. The contractor shall develop agendas and minutes for PMRs. The Government will have the right to modify or add items to the PMR agenda. At the PMRs, the contractor shall report detailed program status, including technical performance, program risks, logistics and production metrics.

3.4.4 Reserved

3.4.5 Reserved

3.4.6 Risk Assessment and Management The contractor shall conduct a process oriented technical risk management program utilizing the Navy's Program Managers WorkStation (PMWS) tool TRIMS (Technical Risk Identification & Mitigation System). The contractor shall support once a year TRIMS site survey by the Government, as part of its overall risk management process. The contractor shall provide the Government at PMRs analysis of the potential effects on cost and schedule and proposed mitigation plans of all red and yellow (high and medium risk, respectively) TRIMS templates.

3.4.7 Production Metrics. The contractor shall collect on a monthly basis production metrics. (CDRL A003)

3.5 Hazardous Materials. Any hazardous material as defined in FED-STD-313D that may be used in, supplied with, or required in support of the supplied products or services shall be approved by the Government. Prior to approval, the Contractor shall provide a Hazardous Material Summary Report to the Government. This report shall identify all hazardous material and include justification for its use. Additionally, it shall include the necessity for the type, container size and quantity of hazardous material (or material that results in hazardous waste) together with a listing of less hazardous potential substitutes that were considered and the reasons why these substitutes cannot be used. Order of precedence for acceptance shall be:

a. Non-hazardous material

b. Recyclable material

c. Material that results in hazardous waste that can be treated to reduce that waste to a non-hazardous state as listed in contract sections D and I.

The contractor shall submit a Hazardous Material Summary Report (CDRL Exhibit A004) to the Government for review and approval. The submittal shall include a Material Safety Data Sheet (MSDS) (OSHA form 174) for all material listed in the report, other than those sheets submitted prior to contract award as required by FAR Clause 52.223-3 and as listed in contract section D and I.

3.6 Quality Assurance

3.6.1 Quality Assurance Program. The contractor shall implement a QA program in accordance with ISO 9001 and ISO 90003. The contractor shall apply the quality standards and specifications to:

a. Achieve and maintain high repeatability in the MIDS production and depot repair lines
b. Achieve and maintain low variability in the MIDS production and depot repair lines.
c. Internal management processes
d. Ensure that best commercial practices and policies are in place and there is capability to audit that these practices and policies are being followed
e. Terminal specifications compliance and requests for waivers or deviations
f. Acceptance test plans, procedures and reports
g. MIDS product development
h. Process improvement

At program reviews, the contractor shall demonstrate in detail how:

i. Benchmarks and metrics are established and controlled to ensure repeatable results
j. At regular intervals, that processes used will produce or are producing terminals with

low variability

k. Internal QA processes meet all applicable Government requirements stated elsewhere in this contract

The contractor shall make available for review and retention all records associated with the establishment, implementation and operation of the quality program. The quality trends data maintained and briefed by the contractor during program reviews shall include but not be limited to the number of scrap, number of re-work dispositions, hours of re-work, number of repair dispositions, hours of repair, contractor benchmarks and quality metrics to the circuit card level.

3.7 Supportability. The contractor shall provide MIDS support capability. The contractor shall designate a supportability manager to manage the contractor's supportability program. The supportability manager shall be the single point of contact for all MIDS supportability issues and requirements.

The contractor shall ensure that supportability considerations and supportability planning are integrated in the system/equipment engineering and design process to obtain optimum cost effectiveness, and maximum support readiness.

The contractor shall establish and maintain the following:

a) Commercial Asset Visibility (CAV)

b) Wholesale asset inventory facilities

c) Contractor Database

3.7.1 Commercial Asset Visibility (CAV). The contractor shall provide asset reporting using CAV software. CAV is a personal computer software system that consists of a series of on-line programs designed to facilitate asset visibility of Government owned assets being repaired at commercial contracted facilities. The transaction allows the government to maintain asset visibility throughout the repair cycle of the item being repaired with updates from the commercial contractor. These transactions are mechanically formatted to allow automatic update to the Government Primary Inventory Control Activity (PICA) that is directly responsible for maintaining adequate stocking levels of contracted items.

3.7.2 Wholesale Asset Inventory Facilities

3.7.2.1 Wholesale Assets. Wholesale assets are Government owned spares used at the wholesale level of supply by the original equipment manufacturer (OEM) to support repair turn around time. These assets consist of SRUs and/or LRUs. The contractor shall deliver wholesale assets per delivery instructions in applicable delivery orders. Wholesale assets will be stored in secure storage at the contractor's facility. The contractor shall report on the wholesale asset inventory, status, and usage as part of the Contractor Database (CDRL A005)

3.7.2.2 Wholesale Asset Storage. The contractor shall provide secure facilities to store and manage wholesale assets. LRU and SRU wholesale assets are identified in applicable delivery orders.

3.7.3 Contractor Database. The contractor shall maintain accurate configuration, reliability, and maintainability data in a contractor database. The contractor shall enable the Government access to all raw data table of the database. The database shall be delivered to the Government (CDRL A005). The contractor shall obtain and provide all data required to effectively assess MIDS configuration, reliability, and maintainability.

The contractor's database shall minimally include the following elements:

a) User Hardware Arrives at the Depot (match with initial requisition number and user ID)

1) Asset Receipt Date
2) Asset Induction Date
3) Asset RFI Date
4) Received From (Location / Command)
5) Host Platform
6) Nation of Ownership
7) Contract Asset was procured under
8) LRU/SRU Type
9) Asset part number(s)
10) Asset serial number(s)
11) LRU parent serial number
12) Incoming condition status (DCMA Inspection results)
13) Asset warranty status (in warranty, out of warranty)
14) Asset warranty exclusion basis (if applicable)
15) Reported failure indication from customer (as applicable)
16) Failure verified (yes/no)
17) Recorded failure indication (read and record incoming BIT and/or run and record BIT prior to executing repairs)
18) Failure identification and repair actions to the component level and/or Government or vendor spare used. Identify by part number reference designator or serial number of spare used.
19) Root cause of failure: i.e.
    i. Material/part
    ii. Workmanship
    iii. Design
    iv. Induced failure (customer or contractor)
    v. Software/firmware
    vi. Beyond Economic Repair
    vii. Unknown -replaced SRU

b) Shipment Data for New Production, Repaired, or Replacement Hardware.

1) Shipment date

2) Hardware Configuration data:

i. Part number of each LRU/SRU as applicable

ii. Serial number of each LRU/SRU as applicable

3) Software configuration (Core, TIO, NSIO, ADDSI, MSG versions) as applicable

4) DD-250/DD-1149/SF-153 Document Number as applicable

5) Ship-to-point (POC/ phone/ fax/ address)

6) Shipment Tracking Number (i.e.: airway bill number, FedEx tracking number) as applicable

c) Contractor/Field Upgrades.

1) Date performed

2) Ownership information

3) Location performed

4) Hardware Configuration data:

i. Part number of each LRU/SRU as applicable

ii. Serial number of each LRU/SRU as applicable

5) Software configuration (Core, TIO, NSIO, ADDSI, MSG versions) as applicable

3.8 Product Ongoing Engineering Support

3.8.1 Problem Report Resolution.

3.8.1.1 Problem Report (PR) Resolution Process. In support of the PR resolution process the contractor shall:

a. Develop and enter MIDS-LVT problem reports into the PTDB. PRs shall include, but not be limited to, MIDS integration, testing, installation and Casualty Reports.

b. Investigate all new PR and provide initial assessment within 30 days after their posting in the PTDB.

c. At all PRBs, conduct with MIDS Program Office a review of top/critical MIDS PRs and provide a PR summary update.

d. Monitor and allocate resources to resolve all applicable PRs and post all findings in the PTDB.

e. Propose to the Government plans for any required retro-fits to implement PR resolutions.

f. Participate in Problem Report Review (PRR) and Problem Review Board (PRB) meetings.

3.8.1.2 Problem Report Review (PRR). The contractor shall participate in two face-to-face Government chaired PRRs per year and be prepared to address all active PRs. The contractor shall host a maximum of one PRR per year. PRRs have broad participation, including MIDS IPO personnel, nation integrators, production contractors, and Government and contractor SSAs in order to fully address the technical issues involving the Problem Reports. The PRR will be held in conjunction with the TWG and ICWG. PRRs shall be a maximum of one (1) day in duration.

3.8.1.3 Problem Review Board (PRB). The contractor shall participate in a maximum of ten PRBs per year. PRB will be held via telephone conference and online meeting services. The PRB is the Government-industry forum to address and monitor the status and disposition of problems and deficiencies reported against the MIDS-LVT terminals.

3.8.2 Technical Working Group The Contractor shall support a Government chaired Technical Working Group (TWG). The TWG is the forum that provides the communication link between the MIDS production contractors and Government and contractor SSAs, the Government, the national representatives, senior technical and platform integrator representatives for resolving interface and technical issues. The TWG shall be held a maximum of two (2) times a year. The contractor shall host one (1) TWG per year. The TWG will be held in conjunction with the PRR and ICWG.

3.8.3 Interface Control Working Group (ICWG) The Contractor shall participate in the Interface Control Working Group (ICWG) process. The objective of the ICWG process is to ensure that NORs to the Functional and Allocated Baselines that change the MIDS components are physically, functionally, and electrically backward/forward compatible among the different LRU/SRUs, terminal variants, Contractors and host platforms. The ICWG process is a forum for the MIDS production contractors, and the Government and Contractor Software Support Activities (SSAs) to resolve technical issues concerning proposed changes and to concur with the technical wording of the specification change(s).

The Government shall chair the ICWG. After resolution of all interface and technical issues, and the contents of the accompanying NORs have been agreed upon, if designated the lead, the contractor shall submit a formal ECP to the Government that includes estimated costs, schedule, implementation effectively, and associated NOR(s) effectivity for its respective contract within 30 calendar days after technical agreement. If the contractor is affected by the lead ECP, it shall submit a formal companion ECP describing the impact to its respective contract, which includes estimated cost, schedule and implementation effectivity within 30 calendar days after lead ECP agreement. If no impact applies, the contractor shall notify the MIDS IPO via the EMS database.

The contractor shall support weekly telephone conference and online meeting service calls. The contractor shall be prepared to respond to any open terminal issues and provide status. There shall be a maximum of two (2) face-to-face ICWG meetings per year. These meetings shall each be a maximum of one day in duration and will be held in conjunction with the PRR and TWG. The contractor shall host a maximum of one of these ICWG meetings per year.

3.9 Configuration Management The Contractor shall identify a Point of Contact (POC) for all MIDS-LVT configuration management and control matters. The Contractor shall perform Configuration Management (CM) in accordance with their CM Processes and the IPO MIDS

LVT Configuration and Data Management Plan (CDMP), and the guidance of MIL-HDBK-61A, ANSI/EIA-649, and IEEE/EIA 12207. The Contractor shall meet as required with the Government to conduct CM coordination meetings to discuss CM related actions and status.

3.9.1 Configuration Identification Configuration identifiers shall be assigned to each delivered Configuration Item (CI). The Contractor shall ensure configuration traceability for all equipment, components, computer software, firmware and spares delivered under this contract. Configuration identifiers shall be maintained consistent with the definitions outlined in MIL-HDBK-61A, for all hardware/firmware CIs and computer software configuration items (CSCIs) throughout the life of the program.

3.9.1.1 Nomenclature The contractor shall submit nomenclature requests/revisions via the Joint Electronic Type Designation Automated System (JETDAS) database in accordance with MIL-STD-196E for all Radio Terminal Sets and LRUs. The current MIDS approved Nomenclatures are:

AN/USQ-140(V)1(C), Radio Terminal Set, known as LVT (1)
RT-1840(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply

AN/USQ-140(V)2(C), Radio Terminal Set, known as LVT (2)
RT-1785(C)/U, Receiver Transmitter
PP-8453/U, Power Supply Assembly
HD-1213/U, Cooling Unit
Mounting Base

AN/USQ-140(V)3(C), Radio Terminal Set, known as LVT (3)
RT-1807(C)/U, Receiver Transmitter
PP-8477/U, Remote Power Supply

AN/USQ-140(V)4(C), Radio Terminal Set, known as LVT (4)
RT-1841(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply

AN/USQ-140(V)5(C), Radio Terminal Set, known as LVT (5)
RT-1841(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply
J-6500/U, High Power Amplifier Interface Adapter

AN/USQ-140(V)6(C), Radio Terminal Set, known as LVT (6)
RT-1842(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply

AN/USQ-140(V)7(C), Radio Terminal Set, known as LVT (7)

RT-1843(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply

AN/USQ-140(V)8(C), Radio Terminal Set, known as LVT (8)
RT-1841(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply
J-6500/U, High Power Amplifier Interface Adapter
CV-4344/U, Alternating Current Converter

AN/USQ-140(V)9(C), Radio Terminal Set, known as LVT (9)
RT-1841(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply
CV-4344/U, Alternating Current Converter

AN/USQ-140(V)10(C), Radio Terminal Set, known as LVT (10)
RT-1843(C)/U, Receiver Transmitter
PP-8476/U, Remote Power Supply
CV-4344/U, Alternating Current Converter

AN/USQ-140(V)11(C), Radio Terminal Set, known as LVT (11)
RT-1868(C)/U, Receiver Transmitter
PP-8453/U, Power Supply Assembly
HD-1213/U, Cooling Unit
Mounting Base

3.9.1.2 MIDS Commercial Crypto LVT Configurations. The Government may procure under this contract the commercial crypto equivalent of the configurations described under 3.9.1.1. Commercial Crypto variants of the MIDS-LVT are know as CLVT 1, CVLT 2 etc. and do not require JETDAS nomenclature assignment.

3.9.1.3 Part Numbers. The Contractor shall assign part numbers for each HWCI at the System, LRU, and SRU levels. Similarly, each CSCI shall be assigned a unique program name with version number. Changes to externally loadable CSCIs (i.e. MSG, CORE, NSIO, ADDSI and TIO) shall not change a hardware part number. The contractor’s part numbering system for HWCI part numbers and CSCI program names with version numbers shall ensure traceability to the Functional and Allocated Baseline (Attachment F).

Changes to a HWCI that result in a form, fit or function change requires a re-identification of the affected item’s part number and consequently changes the part number of the next higher assembly.

The contractor shall ensure terminals upgraded with externally loadable software are accurately labeled to include the CSCI version.

3.9.1.4. Serial Numbers. The original assigned serial number of a CI shall not be changed or reused for another like CI, even if a change affects interchangeability or the part is obsolete. LRU Serial Number shall be assigned and comply with the NSA approved Serial Number blocks.

3.9.2 The Technical Data Package The Technical Data Package (TDP) shall consist of the Contractor's Product Baseline documentation. The TDP shall be a complete design disclosure. In the event that the TDP CDRL option is exercised, the TDP shall be sufficient for competitive reprocurement and repair of the MIDS Terminals, LRUs and SRUs (CDRL A006). (CLIN 1001)

3.9.3 Configuration Control. The Government maintains configuration control of the MIDS Functional and Allocated Baseline documents identified in the Data List as well as Government furnished software product. The Contractor shall provide configuration control for their Product Baseline (PBL) in accordance with its internal CM procedures. The Contractor shall submit ECPs for all changes to the Functional, Allocated and Product Baselines.

3.9.3.1 Engineering Change Proposals (ECPs). The Contractor shall use MIL-HDBK-61A for ECP development except for the classification of ECPs which shall be in accordance with the MIDS LVT CDMP.

3.9.3.1.1 Class I ECP. The Contractor shall submit all Class I ECPs to the Government (CDRL A007). The Contractor shall additionally submit to the Government for approval a Regressive Verification Plan/Procedure (RVP) for all Class I ECPs (CDRL A007). The Contractor shall submit to the Government a Regressive Verification Report (CDRL A008) for all Class I ECPs. All regression verification shall be successfully completed before delivering affected HWCIs to the Government. Regressive Verifications shall be accomplished by test, analysis or a combination of both methods and shall address as a minimum the following:

a) Requirements in Temperature/Altitude

b) Random Vibration (endurance)

c) Gunfire Vibration

d) Crash Safety

e) Explosive Atmosphere

f) EMI (RE02 and CE03)

g) Electrical Power

h) Safety of flight

The RVP shall include the detailed procedures for any testing required and the details of any analyses to be performed, and the details for any combination thereof.

The RVP shall include a Verification Cross Reference Matrix (VCRM) that depicts the SSS requirements to be verified as a part of the regression verification and the verification method to be used.

3.9.3.1.1.1 Government Approvable Class I ECPs. The Contractor shall submit to the Government for approval Class I ECPs (CDRL A009) to the Functional and Allocated baseline with Notices of Revision (NORs) (CDRL A010). The Contractor shall submit to the Government for approval all PBL Class I ECPs that affects the following:

a. Safety

b. Areas of the terminal that store or process common carrier data

c. INFOSEC boundaries

d. EMC Features

3.9.3.1.1.2 Government Non-Approvable Class I ECPs. All other PBL Class I ECPs shall be submitted to the Government for information purposes (CDRL A011).

3.9.3.1.2 Class II ECP. The Contractor shall submit copies of Class II product changes (CDRL A012).

3.9.3.1.3 Value Engineering Change Proposals (VECPS). VECPs shall be permitted IAW FAR 52.248-1 (Deviation). A Production Contractor shall only submit VECPs against the Functional and Allocated Baselines.

3.9.3.1.4 Urgent and Emergency ECPs. The Contractor shall submit an Urgent or Emergency ECP for changes that require immediate implementation to the Government. An associated Critical Request for Deviation (RFD) shall also be submitted to the Government for fast track approval.

3.9.3.2 Request for Deviations (RFDs). Deviations from the requirements of the Functional and Allocated Baselines shall be written using the MIL-HDBK-61A for guidance in classification and content data. Major or Critical RFDs must be submitted to the Government for review and approval (or disapproval) (CDRL A013). The contractor shall correct any RFD non-compliance not approved by the Government. Recurring deviations are not permitted.

3.9.4 Configuration Status Accounting

3.9.4.1 Configuration Management Accounting Report (CMAR). The contractor shall develop and submit a CMAR to the Government. The Contractor's CMAR shall be reflective of procured as-built configuration HWCIs/CSCIs and include cross-reference to such items as part numbers, revisions/versions, proposed and approved Class I and Class II ECPs, deviations, conditional acceptance terms, software definitions and associated FBL and ABL (Attachment F). (CDRL A014).

3.9.4.2 Configuration Data Information. The Contractor shall document the terminal delivered as-built hardware and software configuration and include the documentation with each delivered terminal or spare. (CDRL A015)

3.10 Data Management. The Contractor shall identify a POC within the organization for data management efforts. The Contractor shall work with the Government to resolve all computer related compatibility issues with data deliveries.

3.10.1 Data Accession List. The Data Accession List (DAL) is a complete listing of all data, computer software and documentation generated by the Contractor during the course of performing the contract requirements (except for CDRL items identified elsewhere in the SOW) (CDRL A016). All DAL items shall be accessible to the Government in accordance with Special Clause H-22.

3.11 Security. The level of classification for this effort is up to SECRET. The nature of this task requires contractor access to data, information and spaces classified up to the level of SECRET. The contractor may be required to attend meetings classified up to the SECRET level.

3.12 Foreign Travel Requirements. The contractor shall submit all outgoing Country/Theater clearance message requests to the JPEO JTRS Administrative staff for certification of need to know: POC Ms. Teresa Lorscheider; teresa.lorscheider@navy.mil for action. The contractor shall submit a Request for Foreign Travel form for each traveler in advance of the travel to initiate the release of a clearance message at least 30 days in advance of departure. Each contractor traveling must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within ninety (90) days of departure.

3.13 OPSEC Requirements. The contractor shall perform all work in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD254.

ATTACHMENT F 30 September 2009

INDEX AND DATA LISTS

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MIDS Baseline Index and Data Lists — Summary

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[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 3(C)	
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1840(C)/U	
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1785(C)/U	
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1841(C)/U	
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1842(C)/U	
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1843(C)/U	
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U	
[***]	[***]	[***]	POWER SUPPLY ASSEMBLY PP-8453/U	
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[***]	[***]	[***]	HIGH POWER AMPLIFIER GROUP INTERFACE ASSEMBLY J-6500/U	
[***]	[***]	[***]	ALTERNATING CURRENT CONVERTER CV-4344/U	
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[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1868(C)/U	
[***]	[***]	[***]	CHASSIS/HARNESS	
[***]	[***]	[***]	INTERNAL POWER SUPPLY	
[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT	
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[***]	[***]	[***]	TAILORED PROCESSOR/GROUND MUX	
[***]	[***]	[***]	DATA PROCESSOR/AIRBORNE MUX	
[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR	
[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI)/DISCRETES	
[***]	[***]	[***]	RECEIVER/SYNTHESIZER	
[***]	[***]	[***]	TACAN	
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[***]	[***]	[***]	SUBSCRIBER INTERFACE ARMY (SIA) CSCI	
[***]	[***]	[***]	ENHANCED ADDSI (E-ADDSI) CSCI	
[***]	[***]	[***]	MIDS-ON-SHIP (MOS) SOFTWARE	

[***]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

MIDS Baseline Index and Data Lists — Summary

Data List	Rev	Date	Nomenclature/Description	Report Date: 17-Sep-09
[***]	[***]	[***]	ANCILLARY SET	
[***]	[***]	[***]	ANCILLARY SET (W/VOICE)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 1(C)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 2(C)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 3(C)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 4(C)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 5(C)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 6(C)	
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[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 8(C)	
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 9(C)	
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[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V)11(C)	

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	—		JPEO JTRS MIDS International Program Office		[***]

Title: RADIO TERMINAL SET (RTS) AN/USQ-140(V) 3(C)

Change No: New DL for FY10

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION ADDENDUM (SSSA) FOR THE MIDS-LVT(3) FIGHTER DATA LINK (FDL)
	[***]	[***]	[***]	SYSTEM SEGMENT INTERFACE CONTROL DOCUMENT, FIGHTER DATA LINK (FDL)/F-15 A/B/C/D/E AIR VEHICLE

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

RECEIVER TRANSMITTER RT-1840(C)/U

Change: Updated for FY10 Lot.
Inc'd changes for Core BC5,
and from ECP00015 & 00147

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	CHASSIS/HARNESS
	[***]	[***]	[***]	INTERNAL POWER SUPPLY
	[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT
	[***]	[***]	[***]	VOICE
	[***]	[***]	[***]	TAILORED PROCESSOR/GROUND MUX
	[***]	[***]	[***]	DATA PROCESSOR/AIRBORNE MUX
	[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR
	[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI) DISCRETES
	[***]	[***]	[***]	RECEIVER/SYNTHESIZER
	[***]	[***]	[***]	TACAN
	[***]	[***]	[***]	EXCITER/INTERFERENCE PROTECTION FEATURE (lPF)
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	SYSTEM/SEGMENT ICD APPENDIX A OF CB021-01M-01 (SOFTWARE SECTION)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR RECEIVER TRANSMITTER
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR RADIO TERMINAL SET AN/USQ-140(V)(C)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

RECEIVER TRANSMITTER RT-1785(C)/U

Change: Updated for FY10 Lot. Inc'd NORs for Core BC5, CSIA BCC 6.00, IPV6 STD, ECP00015 & 00147

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	INTERNAL POWER SUPPLY
	[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT
	[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR
	[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI) DISCRETES
	[***]	[***]	[***]	RECEIVER/SYNTHESIZER
	[***]	[***]	[***]	EXCITER/INTERFERENCE PROTECTION FEATURE (IPF)
	[***]	[***]	[***]	CHASSIS/HARNESS (RT-1785 & RT-1868)
	[***]	[***]	[***]	DATA PROCESSOR/DUAL ADDSI
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION ADDENDUM (SSSA) MIDS LVT(2)
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT ICD ADDENDUM FOR MIDS LVT(2) AND LVT(11) (WITH APPENDICES)
47358	[***]	[***]		NOTICE OF REVISION (NOR) TO CB021-02M-01 ICDA FROM ECP00268 (UPDATES OF LVT-11 DETAILS)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR MIDS MAIN TERMINAL
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR LVT 2
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

RECEIVER TRANSMITTER RT-1841(C)/U

Change: Updated for FY10 Lot. Inc'd changes for Core BC 5, ECP00015 & ECP00147, and added NSIO Option Docs

Cage Code	Document Number	Document Rev	Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	CHASSIS/HARNESS
	[***]	[***]	[***]	INTERNAL POWER SUPPLY
	[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT
	[***]	[***]	[***]	VOICE
	[***]	[***]	[***]	TAILORED PROCESSOR/GROUND MUX
	[***]	[***]	[***]	DATA PROCESSOR/AIRBORNE MUX
	[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR
	[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI) DISCRETES
	[***]	[***]	[***]	RECEIVER/SYNTHESIZER
	[***]	[***]	[***]	EXCITER/INTERFERENCE PROTECTION FEATURE (IPF)
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	SYSTEM/SEGMENT ICD APPENDIX A OF CB021-01M-01 (SOFTWARE SECTION)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR RECEIVER TRANSMITTER
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR RADIO TERMINAL SET AN/USQ-140(V)(C)
0K663	[***]	[***]	[***]	BIT REPORT
	[***]	[***]	[***]	(NSIO/NCP SOFTWARE OPTION) SSS ADDENDUM FOR THE MIDS LVT WITH NSIO AND NCP
	[***]	[***]	[***]	(NSIO/NCP SOFTWARE OPTION) S/S ICD ADDENDUM FOR THE MIDS LVT WITH NSIO AND NCP
	[***]	[***]	[***]	(NSIO/NCP SOFTWARE OPTION) APPENDIX A TO THE S/S ICD ADDENDUM FOR THE MIDS LVT WITH NSIO AND NCP

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:	Cage Code:	Date:
[***]	[***]	JPEO JTRS MIDS International Program Office		[***]

Title:

RECEIVER TRANSMITTER RT-1842(C)/U

Change: Updated for FY10 Lot. Inc'd changes for Core BC5, and NORs from ECP00015 & 00147

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	CHASSIS/HARNESS
	[***]	[***]	[***]	INTERNAL POWER SUPPLY
	[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT
	[***]	[***]	[***]	TAILORED PROCESSOR/GROUND MUX
	[***]	[***]	[***]	DATA PROCESSOR/AIRBORNE MUX
	[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR
	[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI) DISCRETES
	[***]	[***]	[***]	RECEIVER/SYNTHESIZER
	[***]	[***]	[***]	TACAN
	[***]	[***]	[***]	EXCITER/INTERFERENCE PROTECTION FEATURE (IPF)
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	SYSTEM/SEGMENT ICD APPENDIX A OF CB021 -01M-01 (SOFTWARE SECTION)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR RECEIVER TRANSMITTER
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR RADIO TERMINAL SET AN/USQ-140(V)(C)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

RECEIVER TRANSMITTER RT-1843(C)/U

Change: Updated for FY10 Lot. Inc'd Core BC5, ECP00015 & 00147 changes and added NSIO Option Docs

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	CHASSIS/HARNESS
	[***]	[***]	[***]	INTERNAL POWER SUPPLY
	[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT
	[***]	[***]	[***]	TAILORED PROCESSOR/GROUND MUX
	[***]	[***]	[***]	DATA PROCESSOR/AIRBORNE MUX
	[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR
	[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI) DISCRETES
	[***]	[***]	[***]	RECEIVER/SYNTHESIZER
	[***]	[***]	[***]	EXCITER/INTERFERENCE PROTECTION FEATURE (IPF)
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	SYSTEM/SEGMENT ICD APPENDIX A OF CB021-01M-01 (SOFTWARE SECTION)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR RECEIVER TRANSMITTER
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR RADIO TERMINAL SET AN/USQ-140(V)(C)
0K663	[***]	[***]	[***]	BIT REPORT
	[***]	[***]	[***]	(NSIO/NCP SOFTWARE OPTION) SSS ADDENDUM FOR THE MIDS LVT WITH NSIO AND NCP
	[***]	[***]	[***]	(NSIO/NCP SOFTWARE OPTION) S/S ICD ADDENDUM FOR THE MIDS LVT WITH NSIO AND NCP
	[***]	[***]	[***]	(NSIO/NCP SOFTWARE OPTION) APPENDIX A TO THE S/S ICD ADDENDUM FOR THE MIDS LVT WITH NSIO AND NCP

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

REMOTE POWER SUPPLY PP-8476/U

Change: Updated for FY10 Lot. Inc'd changes for Core BC5, and from NORs ECP00015 & 00147

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	SYSTEM/SEGMENT ICD APPENDIX A OF CB021-01M-01 (SOFTWARE SECTION)
F0057	[***]	[***]	[***]	CIDS AND ICD FOR REMOTE POWER SUPPLY
F0057	[***]	[***]	[***]	INSTALLATION DRAWING FOR REMOTE POWER SUPPLY
F0057	[***]	[***]	[***]	INSTALLATION MACHINED DRAWING FOR REMOTE POWER SUPPLY
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR RADIO TERMINAL SET AN/USQ-14Q(V)(C)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

POWER SUPPLY ASSEMBLY PP-8453/U

Change: Updated for FY10 Lot. Inc'd Core BC5, CSIA BCC 6.00, IPV6 STD, and ECP00015 & 00147

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATlON (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION ADDENDUM (SSSA) MIDS LVT(2)
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT ICD ADDENDUM FOR MIDS LVT(2) AND LVT(11) (WITH APPENDICES)
47358	[***]	[***]		NOTICE OF REVISION (NOR) TO CB021-02M-01 ICDA FROM ECP00268 (UPDATES OF LVT-11 DETAILS)
	[***]	[***]	[***]	IPS FOR THE MIDS LVT(2) POWER SUPPLY ASSY
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR LVT 2
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

COOLING UNIT HD-1213/U

Change: Updated for FY10 Lot. Inc'd Core BC5, CSIA BCC 6.00, IPV6 STD, and ECP00015 and 00147 changes

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION ADDENDUM (SSSA) MIDS LVT(2)
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT ICD ADDENDUM FOR MIDS LVT(2) AND LVT(11) (WITH APPENDICES)
47358	[***]	[***]		NOTICE OF REVISION (NOR) TO CB021-02M-01 ICDA FROM ECP00268 (UPDATES OF LVT-11 DETAILS)
0D0D0	[***]	[***]	[***]	PIDS AND ICD FOR COOLING UNIT FOR MIDS LVT(2)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR COOLING UNIT
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR LVT 2
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

HIGH POWER AMPLIFIER GROUP INTERFACE ASSEMBLY J-6500/U

Change: Updated for FY10 Lot.
Incorporated the BC5 changes

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICO) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	SYSTEM/SEGMENT ICD APPENDIX A OF CB021-01M-01 (SOFTWARE SECTION)
0D0D0	[***]	[***]	[***]	CIDS AND ICD FOR HIGH POWER AMPLIFIER GROUP INTERFACE ASSEMBLY (HIA)
0D0D0	[***]	[***]		INSTALLATION DRAWING FOR HPAG INTERFACE ADAPTER
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR HPAG INTERFACE ASSY
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR RADIO TERMINAL SET AN/USQ-140(V)(C)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

ALTERNATING CURRENT CONVERTER CV-4344/U

Change: Updated for FY10 Lot. Inc'd Core BC5 changes and NORs from ECP00015 & 00147

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
F0057	[***]	[***]	[***]	CIDS AND ICD FOR AC ADAPTER
F0057	[***]	[***]	[***]	INSTALLATION DRAWING FOR AC ADAPTER

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	—		JPEO JTRS MIDS International Program Office		[***]
Title:				Change No:	

MOUNTING PLATE

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	MOUNTING BASE ASSY DRAWING AND PARTS LIST

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List: [***] | Rev: [***] | Activity: JPEO JTRS MIDS International Program Office | Cage Code: | Date: [***]

Title:
RECEIVER TRANSMITTER RT-1868(C)/U

Change: Updated for FY10 Lot. Inc'd NORs for BC5, CSIA BCC 6.00, IPV6 STD, and from ECP00015 & 00147

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
	[***]	[***]	[***]	INTERNAL POWER SUPPLY
	[***]	[***]	[***]	POWER AMPLIFIER ANTENNA INTERFACE UNIT
	[***]	[***]	[***]	VOICE
	[***]	[***]	[***]	SIGNAL MESSAGE PROCESSOR
	[***]	[***]	[***]	RECEIVER TRANSMITTER INTERFACE (RTI) DISCRETES
	[***]	[***]	[***]	RECEIVER/SYNTHESIZER
	[***]	[***]	[***]	EXCITER/INTERFERENCE PROTECTION FEATURE (IPF)
	[***]	[***]	[***]	CHASSIS/HARNESS (RT-1785 & RT-1868)
	[***]	[***]	[***]	DATA PROCESSOR/DUAL ADDSI
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION (SSS) FOR THE MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW-VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM SEGMENT SPECIFICATION ADDENDUM (SSSA) MIDS LVT(2)
	[***]	[***]	[***]	SYSTEM/SEGMENT INTERFACE CONTROL DOCUMENT (ICD) FOR MIDS LOW VOLUME TERMINAL AND ANCILLARY EQUIPMENT
	[***]	[***]	[***]	SYSTEM/SEGMENT ICD ADDENDUM FOR MIDS LVT(2) AND LVT(11) (WITH APPENDICES)
47358	[***]	[***]		NOTICE OF REVISION (NOR) TO CB021-02M01 ICDA FROM ECP00268 (UPDATES OF LVT-11 DETAILS)
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR MIDS MAIN TERMINAL
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
GK663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	RELIABILITY PROGRAM PLAN FOR LVT 2
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:
CHASSIS/HARNESS

Change No: Updated for FY10 Lot. Incd EMD and Prod changes into PIDS (changed from Rev 2 to 6)

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	PIDS FOR MAIN TERMINAL CHASSIS
0D0D0	[***]	[***]	[***]	ICD FOR MAIN TERMINAL CHASSIS
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR CHASSIS
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K653	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

INTERNAL POWER SUPPLY

Change No: Updated for FY10 Lot. Inc’d ECP00190 changes

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	PIDS FOR INTERNAL POWER SUPPLY (IPS)
0D0D0	[***]	[***]	[***]	ICD FOR INTERNAL POWER SUPPLY
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR INTERNAL POWER SUPPLY
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:
POWER AMPLIFIER ANTENNA INTERFACE UNIT

Change: Updated for FY10 Lot. Inc'd ECP00191 changes and added NOR for ECP00015

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
OK426	[***]	[***]	[***]	PIDS FOR RF AMPLIFIER
OK426	[***]	[***]	[***]	PIDS FOR ANNEX A ICD FOR RF AMPLIFIER
OK426	[***]	[***]	[***]	PIDS FOR POWER AMPLIFIER ANNEX B FUNCTIONAL ALLOCATION
OK426	[***]	[***]	[***]	PIDS FOR POWER AMPLIFIER ANNEX C POWER-UP & START-UP PROCEDURES
OK426	[***]	[***]	[***]	CIDS FOR ANNEX D, LOW NOISE AND SWITCH AMPLIFIER (LNASA) RF AMPLIFIER
0D0D0	[***]	[***]	[***]	INSTALLATION DRAWING FOR POWER AMPLIFIER RF
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:
VOICE

Change: Updated for FY10 Lot.
Inc'd ECP00059 NOR into CIDS

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
0178B	[***]	[***]	[***]	CIDS AND ICD FOR VOICE PROCESSOR
0D0D0	[***]	[***]	[***]	SRS FOR VOICE PROCESSOR (CSCI)
0D0D0	[***]	[***]	[***]	IRS/IDD, CORE/SMP INTERFACE AND THE CORE/VOICE INTERFACE
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR VOICE MODULE ASSY
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0178B	[***]	[***]	[***]	USER'S MANUAL FOR VOICE PROCESSOR SRU
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:
TAILORED PROCESSOR/GROUND MUX

Change No:
NOR ECP00238-25

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
A0062	[***]	[***]	[***]	PIDS FOR TAILORED PROCESSOR/GROUND MUX
A0062	[***]	[***]	[***]	CIDS FOR GROUND MUX LAMINA ANNEX B
0178B	[***]	[***]	[***]	CIDS AND ICD FOR TP/ DATA PROCESSOR CCA'S
A0062	[***]	[***]	[***]	ICD FOR GROUND MUX LAMINA (APPENDIX B1 OF PIDS)
A0062	[***]	[***]	[***]	HARDWARE SOFTWARE INTERFACE DOCUMENT GROUND MUX LAMINA
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR TAILORED PROCESSOR/X.25 MUX MODULE ASSY
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0178B	[***]	[***]	[***]	USER'S MANUAL FOR DP/TP CCA
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:
DATA PROCESSOR/AIRBORNE MUX

Change No:
NOR ECP00238-26

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
A0062	[***]	[***]	[***]	PIDS FOR DP/AV MUX
0178B	[***]	[***]	[***]	CIDS AND ICD FOR TP/ DATA PROCESSOR CCA’S
A0062	[***]	[***]	[***]	PIDS FOR AIRBORN MUX LAMINA ANNEX B
A0062	[***]	[***]	[***]	ICD FOR AIRBORN MUX LAMINA (APPENDIX B OF PIDS)
A0062	[***]	[***]	[***]	HARDWARE SOFTWARE INTERFACE DOCUMENT AIRBORN MUX LAMINA
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL FOR DP/MUX MODULE ASSY
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0178B	[***]	[***]	[***]	USER’S MANUAL FOR DP/TP CCA
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

SIGNAL MESSAGE PROCESSOR

Change No: Revised for the next Lot build — REMOVED ECP00271 FR Reqt

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	PIDS FOR SIGNAL/MESSAGE PROCESSOR
0D0D0	[***]	[***]	[***]	ICD FOR SIGNAL MESSAGE PROCESSOR
0D0D0	[***]	[***]	[***]	SRS FOR SIGNAL/MESSAGE PROCESSOR (CSCI)
0D0D0	[***]		[***]	NOTICE OF REVISION (NOR) TO SRS FOR SIGNAL/MESSAGE PROCESSOR (CSCI) FROM ECP00213, CL II GOVT ADMIN CHANGES
0D0D0	[***]	[***]	[***]	IRS/IDD, CORE/SMP INTERFACE AND THE CORE/VOICE INTERFACE
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL FOR SIGNAL/MESSAGE PROCESSOR MODULE ASSY
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

RECEIVER TRANSMITTER INTERFACE (RTI)/DISCRETES

Change No: Updated for FY10 Lot. Inc'd EMD and Prod changes from ECP00093 & 00147

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	PIDS FOR RECEIVER/TRANSMITTER INTERFACE (RTI) DISCRETES
A0062	[***]	[***]	[***]	CIDS FOR DISCRETES LAMINA ANNEX B
A0062	[***]	[***]	[***]	ICD FOR DISCRETES LAMINA (APPENDIX B1 OF CIDS)
0D0D0	[***]	[***]	[***]	ICD FOR RECEIVER/TRANSMITTER INTERFACE
A0062	[***]	[***]	[***]	HARDWARE SOFTWARE INTERFACE DOCUMENT DISCRETES LAMINA
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR RTI
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

RECEIVER/SYNTHESIZER

Change No:

NOR ECP00273-29

Cage Code	Document			NOMENCLATURE/DESCRIPTION
	Number	Rev	Rev Date	
F0057	[***]	[***]	[***]	PIDS AND ICD FOR RECEIVER SYNTHESIZER
F0057	[***]	[***]	[***]	NOTICE OF REVISION (NOR) TO PIDS AND ICD FOR RECEIVER SYNTHESIZER REV AE FROM ECP00179, I/Q ANALOG TEST OUTPUT CHARACTERISTICS CHANGE (F&ABL DISCREP)
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR RECEIVER/SYNTHESIZER MODULE ASSY
F0057	[***]	[***]	[***]	OUTLINE DRAWING FOR RECEIVER/SYNTHESIZER
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]
Title:				Change No:	
TACAN				NOR ECP00267-27	

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	PIDS AND ICD FOR TACAN
0D0D0	[***]	[***]	[***]	SRS FOR TACAN PROCESSOR CSCI
0D0D0	[***]	[***]	[***]	IRS/IDD FOR THE TACAN
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR TACAN MODULE ASSY
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:
EXCITER/INTERFERENCE PROTECTION FEATURE (IPF)

Change: Updated for FY10 Lot.
Inc'd changes from ECP00191

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
A0062	[***]	[***]	[***]	PIDS FOR EXCITER/IPF
A0062	[***]	[***]	[***]	ICD FOR EXCITER/IPF (ANNEX 1 OF PIDS)
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR EXCITER/IPF MODULE ASSY
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

CHASSIS/HARNESS (RT-1785 & RT-1868)

Change No:

NOR ECP00238-32

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	PIDS FOR CHASSIS
0D0D0	[***]	[***]	[***]	ICD FOR MAIN TERMINAL CHASSIS
0D0D0	[***]	[***]	[***]	INTERFACE CONTROL DRAWING FOR CHASSIS
0D0D0	[***]	[***]	[***]	ICD FOR THE RF CONTROL AND REPORT BUS
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

DATA PROCESSOR/DUAL ADDSI

Change: Revised to incorporate approved changes from CCB 98

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
A0062	[***]	[***]	[***]	CIDS FOR DP/DUAL ADDSI WITH ANNEX A & B
A0062	[***]	[***]	[***]	CIDS FOR DUAL ADDSI LAMINA (ANNEX B)
0178B	[***]	[***]	[***]	CIDS AND ICD FOR TP/ DATA PROCESSOR CCA’S
A0062	[***]	[***]	[***]	ICD FOR DUAL ADDSI LAMINA (APPENDIX B1 OF CIDS)
A0062	[***]	[***]	[***]	HARDWARE SOFTWARE INTERFACE DOCUMENT DUAL ADDSI LAMINA
0D0D0	[***]	[***]	[***]	INSTALLATION CONTROL DRAWING, MODULE ASSEMBLY, DATA PROCESSOR/DUAL ADDSI
0K663	[***]	[***]	[***]	REVISIONS TO INSTALLATION CONTROL DWG, MODULE ASSEMBLY, DATA PROCESSOR/DUAL ADDSI
0K663	[***]	[***]	[***]	ICD FOR THE VME BUS
0K663	[***]	[***]	[***]	EMI CONTROL PLAN
0K663	[***]	[***]	[***]	TEMPEST CONTROL PLAN (CLASSIFIED)
0K663	[***]	[***]	[***]	BIT REPORT

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

CORE PROCESSOR SOFTWARE (CSCI)

Change: Updated for FY10 Lot.
Inc'd BC5 changes into specifications

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	SRS FOR CORE (CSCI) PROCESSOR
0D0D0	[***]	[***]	[***]	IRS/IDD, CORE/SMP INTERFACE AND THE CORE/VOICE INTERFACE
0D0D0	[***]	[***]	[***]	IRS/IDD CORE TO TAILORED I/O INTERFACE

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

TAILORED INPUT/OUTPUT (TIO) PROCESSOR SOFTWARE (CSCI)

Change: Updated for FY10 Lot. Inc'd BC5 changes into docs

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
F0057	[***]	[***]	[***]	SRS FOR TAILORED I/O PROCESSOR, BC 5
F0057	[***]	[***]	[***]	IRS/IDD FOR THE TAILORED I/O (CSCI)
0D0D0	[***]	[***]	[***]	IRS/IDD CORE TO TAILORED I/O INTERFACE

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

SUBSCRIBER INTERFACE ARMY (SIA) CSCI

Change: Updated for FY10 Lot. Inc'd changes into CPDS for CSIA BCC 6.00 per ECP00320

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	COMPUTER PROGRAM DEVELOPMENT SPECIFICATION (CPDS) FOR SUBSCRIBER INTERFACE ARMY (SIA) CSCI

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

ENHANCED ADDSI (E-ADDSI) CSCI

Change: Updated for FY10 Lot Inc'd changes for IPV6 STD into SRS per ECP00270

Cage Code	Document Number	Document Rev	Document Rev Date	NOMENCLATURE/DESCRIPTION
47358	[***]	[***]	[***]	SRS, ENHANCED ADDSI CSCI
A0062	[***]	[***]	[***]	HARDWARE SOFTWARE INTERFACE DOCUMENT DUAL ADDSI LAMINA

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

MIDS-ON-SHIP (MOS) SOFTWARE

Change No: Revised for next Lot - REMOVED ECP00271 FR Reqt

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
0D0D0	[***]	[***]	[***]	CPDS FOR NAVY SHIP I/O COMPUTER PROGRAM FOR THE NAVY SHIP HIGH POWER (NSHIP) LINK 16 TERMINAL
0D0D0	[***]	[***]	[***]	SRS NAVY COMMUNICATIONS PROCESSOR (NCP) OF THE MOS TERMINAL

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

ANCILLARY SET

Change No./Descrip:

NOR ECP00267-33

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
47358	[***]	[***]	[***]	POWER CABLE, 115VAC, 1 PHASE 50-400HZ
47358	[***]	[***]	[***]	PARTS LIST, POWER CABLE, 115VAC, 50-400HZ
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W1
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W2
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W3
47358	[***]	[***]	[***]	CABLE ASSY, EXTERNAL, W/ETR, W5
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W6
53919	[***]			CONNECTOR ADAPTER FOR ANTENNA A AND B (C FEMALE TO HN MALE)
53919	[***]			CONNECTOR ADAPTER FOR ANTENNA A AND B (HN MALE TO N FEMALE)
53919	[***]			CONNECTOR ADAPTER FOR ANTENNA A AND B (N MALE TO C FEMALE}

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Data List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

ANCILLARY SET (W/ VOICE)

Change: Preliminary ECP00268 NOR VSATE-055-02 in process to replace the W5 Voice Cable

Cage Code	Document Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
47358	[***]	[***]	[***]	POWER CABLE, 115VAC, 1 PHASE 50-400HZ
47358	[***]	[***]	[***]	PARTS LIST, POWER CABLE, 115VAC, 50-400HZ
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W1
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W2
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W3
47358	[***]	[***]	[***]	CABLE ASSY, VOICE, W/ETR, W5
47358	[***]	[***]		NOTICE OF REVISION (NOR) FROM ECP00268 THAT CREATES A NEW SPEC CONTROL DWG FOR THE W5 VOICE CABLE ASSY, MIDS LVT(11) (P/N: 1083328)
47358	[***]	[***]	[***]	CABLE ASSY, LVT(2), EXTERNAL, EMI, W6
53919	[***]			CONNECTOR ADAPTER FOR ANTENNA A AND B (C FEMALE TO HN MALE)
53919	[***]			CONNECTOR ADAPTER FOR ANTENNA A AND B (HN MALE TO N FEMALE)
53919	[***]			CONNECTOR ADAPTER FOR ANTENNA A AND B (N MALE TO C FEMALE)

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Index List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)1(C)

Change: Revised for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1840(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Index List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)2(C)

Change: Revised for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1785(C)/U
[***]	[***]	[***]	POWER SUPPLY ASSEMBLY PP-8453/U
[***]	[***]	[***]	COOLING UNIT HD-1213/U
[***]	[***]	[***]	MOUNTING PLATE
[***]	[***]	[***]	ANCILLARY SET

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Index List:	Rev:	Activity:	Cage Code:	Date:
[***]	—	JPEO JTRS MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)3(C)

Change No: Released for FY10

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RADIO TERMINAL SET (RTS) AN/USQ-140(V) 3(C)

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Index List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)4(C)

Change: Revised for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1841(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U

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Index List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)5(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1841(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U
[***]	[***]	[***]	HIGH POWER AMPLIFIER GROUP INTERFACE ASSEMBLY J-6500/U

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Index List:	Rev:	Activity:	Cage Code:	Date:
[***]	[***]	JPEO JTRS MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)6(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1842(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U

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Index List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)7(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1843(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U

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Index List:	Rev:	Activity:	Cage Code:	Date:
[***]	[***]	JPEO JTRS MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)8(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1841(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U
[***]	[***]	[***]	HIGH POWER AMPLIFIER GROUP INTERFACE ASSEMBLY J-6500/U
[***]	[***]	[***]	ALTERNATING CURRENT CONVERTER CV-4344/U

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Index List:	Rev:	Activity:	JPEO JTRS	Cage Code:	Date:
[***]	[***]		MIDS International Program Office		[***]

Title:

RADIO TERMINAL SET (RTS) AN/USQ-140(V)9(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1841(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U
[***]	[***]	[***]	ALTERNATING CURRENT CONVERTER CV-4344/U

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Index List:	Rev:	Activity:		Cage Code:	Date:
[***]	[***]		JPEO JTRS MIDS International Program Office		[***]

Title:
RADIO TERMINAL SET (RTS) AN/USQ-140(V)10(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1843(C)/U
[***]	[***]	[***]	REMOTE POWER SUPPLY PP-8476/U
[***]	[***]	[***]	ALTERNATING CURRENT CONVERTER CV-4344/U

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Index List:	Rev:	Activity:	Cage Code:	Date:
[***]	[***]	JPEO JTRS MIDS International Program Office		[***]

Title:
RADIO TERMINAL SET (RTS) AN/USQ-140(V)11(C)

Change: Updated for FY10 Lot

Data List Number	Rev	Rev Date	NOMENCLATURE/DESCRIPTION
[***]	[***]	[***]	POWER SUPPLY ASSEMBLY PP-8453/U
[***]	[***]	[***]	COOLING UNIT HD-1213/U
[***]	[***]	[***]	MOUNTING PLATE
[***]	[***]	[***]	RECEIVER TRANSMITTER RT-1868(C)/U
[***]	[***]	[***]	ANCILLARY SET (W/ VOICE)

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EXCEPTIONS TO ATTACHMENT F DOCUMENTATION

The exceptions herein shall tailor attachment F documentation to MIDS production for MIDS LVT Terminals.

1. Quality Assurance Provisions.

Quality assurance provisions in section 4 of attachment F documentation shall be replaced in their entirety by Attachment 1 of this appendix except:

- Paragraphs 4.2.4.2.3 (Mission Load Test) and 4.2.4.7.d (EMC Features Verifications) LVT System Segment Specification (SSS) must be verified in accordance with the SSS.
- Paragraphs 4.2.4.2.3 (Mission Load Test) and 4.2.4.7.d (EMC Features Verifications) LVT (2) SSS Addendum (SSSA) must be verified in accordance with the SSSA.
- Paragraphs 4.2.4.2.3 (Mission Load Test) LVT (3) SSS Addendum (SSSA) must be verified in accordance with the SSSA.

Any other section 3 references to section 4 are cancelled and the contractor shall propose a reasonable approach to verify those requirements for the purpose of qualification or regressive qualification.

2. EMD Test Points.

Information and requirements in Attachment F documentation relating to EMD terminal test points shall be considered for information purposes only. The exception to this is that a test point for the exciter/IPF SRU shall be required for the IPF self-test signal (NTIA requirement).

3. MIDS Production Built-in-Test (BIT) Processing.

BIT parameters in Attachment F documentation are used at the SRU-level and Terminal-level BIT processing. The Core Computer Software Configuration Item (CSCI) contains the Terminal BIT processing, including the LRU/SRU fault isolation algorithm. Details of the fault isolation algorithm are contained in the MIDS BIT Report (document #MI-18.501). For production build-to-print solutions at the SRU level, the particular SRU BIT parameters shall remain the same. For production SRU solutions that are not build-to-print, the internal SRU BIT parameters may be different for each SRU manufacturer. However, the parameters for the new design shall map into the existing BIT parameter list for the SRU. The mapping shall not require the new design to have the identical BIT parameters as the build-to-print approach. The new design may have fewer parameters (but shall not have additional ones) and shall set Attachment F MIDS BIT Report BIT parameters that are not used to a constant value (“1” or “0”). There shall be a set of BIT parameters in the new design, which at a minimum, map into the Attachment F MIDS BIT Report BIT parameters used in the BIT LRU/SRU fault isolation algorithm. Mapping means to take a BIT parameter for the new design, which does not exist in the built-to-print design approach, and use the BIT parameters in the Attachment F MIDS BIT Report field(s) similar in function. As an example, if a new design has FPGAs but does not have PALs, a bit for FPGA failure could be mapped into an already existing bit for PAL failure.

4. Revised Standards and Specifications.

Table 1 contains the disposition of military standards and military specifications cancelled as a result of DoD acquisition reform that are relevant to MIDS production. The offeror shall follow the disposition for the cancelled standard or specification in Table 1.

5. “How to’s”, Custom Devices and Specific Part Numbers.

Information associated with all occurrences of “how to’s” in attachment F documentation shall be considered for information purposes only unless specifically stated otherwise. An example of a “how to” is an implementation detail that is manufacturing process specific or specific to a particular design instead of a specific design requirement value being provided. In all cases the contractor shall ensure that the design requirement implied by the “how to’s” is satisfied.

Furthermore, all references to MIDS EMD terminal custom devices (e.g. “RF Translator,” etc.) and specific part numbers in attachment F shall be for information purposes only. However, implementation of the functionality of the custom devices and specified parts, in the manner deemed appropriate by the manufacturer, shall be required. The exception to this is as follows:

- CTIC/DS-101 Hybrid (CDH) in the signal message processor SRU shall be required.
- Connectors external to the Terminal shall have the same part number as specified in the LVT(1) system/segment ICD (#CB021-01M-01) and the LVT(2) system/segment ICD addendum (#CB021-02M-01).

Table 1. Disposition of Cancelled Military Specifications/Standards Relevant to MIDS

Cancelled Military Specification/Standard	Disposition of Military Specification/Standard
ISO 68	ISO 68-1 and ISO 68-2
MIL-B-5087B	MIL-STD-464
MIL-STD-172C	Requirement deleted.
MIL-C-17D	Requirement deleted.
MIL-C-26074	Use best commercial practices (BCP)
MIL-C-5541D	MIL-C-5541E or Use BCP
MIL-C-28748B	MIL-DTL-28748C or Use BCP
MIL-C-28754B	MIL-C-28754D supplement 1
MIL-C-28809B	Use BCP
MIL-C-0038999E	MIL-C-38999J & supplement 1
MIL-C-39012B	MIL-PRF-39012D & amendments 1 & 2
MIL-E-4158E	MIL-HDBK-454 as guidance
MIL-E-5400T	MIL-HDBK-5400 as guidance
MIL-F-14072C	Use BCP
MIL-H-5606E	MIL-H-5606G notice 1
MIL-H-83282C	MIL-PRF-83282D & amendment 1
MIL-I-46058C	Use BCP
MIL-I-81550C	Use BCP
MIL-L-6081C	MIL-PRF-6081D
MIL-L-7808J	MIL-PRF-7808L
MIL-L-23699C	MIL-PRF-23699F
MIL-M-26542/4B	Requirement deleted.
MIL-M-38510H	Requirement deleted.
MIL-P-13949A	Requirement deleted.
MIL-P-23377F	MIL-PRF-23377H
MIL-P-55110D	Requirement deleted.
MIL-S-901C	MIL-S-901D
MIL-S-7742B	Requirement deleted.
MIL-S-8516E	Use BCP
MIL-S-8802F	MIL-S-8802F amendment 4 & notice 1
MIL-S-8879A	Requirement deleted.
MIL-S-23586C	MIL-PRF-23586F
MIL-T-5422F	MIL-STD-810E notices 1, 2 & 3
MIL-T-5624N	Use BCP
MIL-T-23103A	Requirement deleted.
MIL-T-28800	Requirement deleted.
MIL-T-83133C	MIL-T-83133D amendment 1
FED-STD-313C	FED-STD-313D
FED-STD-595B	FED-STD-595B change notice 1
MIL-STD-129L	MIL-STD-129N

Cancelled Military Specification/Standard	Disposition of Military Specification/Standard
MIL-STD-130G	MIL-STD-130J
MIL-STD-167	MIL-STD-167-I valid notice 1, and MIL-STD-167-2 valid notice 1.
MIL-STD-275D	Requirement deleted.
MIL-STD-291B	MIL-STD-291C
MIL-STD-415D	Use BCP
MIL-STD-454M	MIL-HDBK-454 as guidance
MIL-STD-462	MIL-STD-462C
MIL-STD-470B	MIL-HDBK-470 as guidance
MIL-STD-490A	Requirement deleted.
MIL-STD-781D	MIL-HDBK-781A as guidance
MIL-STD-785B	Requirement deleted.
MIL-STD-794E	MIL-STD-2073-1C
MIL-STD-810E	MIL-STD-810E notices 1, 2, 3
MIL-STD-882B	MIL-STD-882C & notice 1
MIL-STD-883C	Requirement deleted.
MIL-STD-1130B	Requirement deleted.
MIL-STD-1275A	MIL-STD-1275B
MIL-STD-1472D	MIL-STD-1472E
MIL-STD-1686B	MIL-STD-1686C
MIL-STD-1753	Requirement deleted.
MIL-STD-1788A	Use BCP
MIL-STD-1815A	Use BCP
MIL-STD-2000A	Requirement deleted.
MIL-STD-2073-1B	MIL-STD-2073-1C
MIL-STD-2076	Requirement deleted.
MIL-STD-2084	MIL-HDBK-2084 with change notice 1 as guidance
DOD-STD-2167A	IEEE/EIA 12207.2 as guidance
MIL-HDBK-5F	MIL-HDBK-5G volume 1 change notice 3 and volume 2 change notice 3 as guidance
MIL-HDBK-217F	MIL-HDBK-217F change notice 2 as guidance
MIL-HDBK-781	MIL-HDBK-781A as guidance

Attachment 1: Section 4. Quality Assurance Provisions

4. QUALITY ASSURANCE PROVISIONS.

4.1 General.

The contractor shall verify all the requirements in section 3 of the applicable system/segment specification, SRU and LRU prime item development specification (PIDS). Verification methods shall consist of inspection, demonstration, test, or analysis as defined below. The contractor shall determine and justify the verification method to achieve a high confidence verification with mitigated risk.

Inspection: Inspection (I) is defined as a visual method of verification that determines compliance with required characteristics without the use of special laboratory equipment, procedures, items, or services. Inspection is used to verify construction features, parts compliance, and document or drawing compliance, software source and object code compliance, workmanship, and physical condition. This method may require moving, turning, or partially disassembling hardware to gain visual access, but it does not require operation of the item. Inspections may be required during manufacture, assembly, and final acceptance.

Analysis: Analysis (A) is defined as a method of verification wherein the item or its design is studied to determine if it meets specified requirements. Analysis includes the technical evaluation of drawings, software listings, equations, charts, graphs, diagrams, or representative data.

Demonstration: Demonstration (D) is defined as a method of verification wherein compliance with a requirement is ascertained without operating the item. Demonstration is used to verify characteristics such as human engineering features, service access features, and transportability. Demonstration may involve special test equipment and simulation techniques to create the necessary environment.

Test: Test (T) is defined as a method of verification wherein operating performance is measured quantitatively or qualitatively during or after the controlled application of real or simulated, functional, or environmental stimuli. The test may require multiple applications of these stimuli to provide a statistical level of confidence in the final results. Measurement may involve the use of laboratory equipment, recorders, items, or services.

The contractor shall keep the following verification records as a minimum, but not limited to: verification procedures and plans, verification results, testability analysis, verification methodology rationale, and quantifiable traceability to allocated baseline requirements (including the extent of the compliance).

4.2 Responsibility for Tests.

The contractor shall be responsible for the performance of all tests and examinations herein. The Government reserves the right to witness or perform any of the inspections or tests of the SRU or LRU set forth in the applicable PIDS where such inspection or tests are deemed necessary to assure that supplies and services conform to prescribed requirements.

4.3 Quality Conformance Verifications.

The SRU or LRU shall be subject to qualification verification to determine that the SRU or LRU design meets all the requirements in Section 3, and to acceptance verification to determine that each delivered SRU or LRU conforms to the qualified design.

4.4 Engineering Development Tests and Evaluations.

Only regression verification shall be required when the SRU or LRU has undergone technology insertion, re-packaging, or component replacement. The extent of regression verification shall be limited to those verifications necessary to qualify the design change, but shall be subject to approval by the Government.

4.5 Qualification Verifications.

Qualification verifications shall verify that the SRU or LRU meets all of its specified performance, environmental, reliability, and maintainability requirements.

4.6 Acceptance Verifications.

Acceptance verifications shall be conducted on each delivered SRU or LRU to ensure that it meets the specified functional performance and workmanship requirements. Acceptance verifications shall be conducted using plans and procedures prepared by the contractor and approved by the Government.

4.6.1 Inspections.

Each SRU or LRU shall be subjected to the inspections necessary to verify that the quality of all materials and workmanship is in compliance with the applicable specification as well as individual drawings, specifications, and standards.

4.6.2 Environmental Stress Screening (ESS).

All Terminal systems and LRUs must perform ESS in accordance with paragraph 4.2.5.2.3 of the SSS. Each SRU shall be subject to ESS either as an individual unit when delivered separately as a spare or as part of the ESS of the main terminal LRU when delivered as part of the main terminal LRU. Spare SRUs shall complete ESS either as part of an LRU in accordance with SSS paragraph 4.2.5.2.3 or individually in accordance with the requirements listed below.

A. Electrical (Functional) Test at [***]

- Repair any Failures Detected

B. 10 Minutes of Random Vibration at [***]

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[***]

* 1 Axis (Worst Case)

C. Electrical (Functional) Test at [***]

* Repair any Failures Detected
* Repeat 2.5 Minutes of Vibration after Repair Action

D. 15 Temperature Cycles

[***]

E. Electrical (Functional) Test at [***]

* Repair any Failures Detected
* Repeat 3 Temperature Cycles after Repair Action

*Notes:

- Vibration exposure and temperature cycles can be performed simultaneously.
- C above may be omitted if electrical testing is performed during vibration exposure.

  [***]

- Stabilization has occurred when the temp. at the point of maximum thermal inertia, as determined by engineering thermal survey/test, does not change by more than 2° C/Hr.
- Random vibration is the preferred type of vibration. Sinusoidal might be used but for a longer duration subject to Government approval.

4.6.3 Acceptance Performance Tests.

Each SRU or LRU shall be subject to acceptance performance tests. The acceptance performance tests shall consist of tests in the applicable acceptance test plan.

4.6.4 EMC Features Verification for LVT(3)

LVT(3) EMC Features Verification shall be performed in accordance with 4.2.4.7.d (EMC Features Verifications) of the LVT System Segment Specification (SSS).

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ATTACHMENT "H" **DD Form 254, Contract Security Classification Specification**

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION *(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*	**1. CLEARANCE AND SAFEGUARDING** a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

X	a. PRIME CONTRACT NUMBER N00039-10-D-0032 ECD: 20160226	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER N00039-10-R-0011	DUE DATE: *(YYYYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

	a. ORIGINAL *(Complete date in all cases)*		DATE: *(YYYYMMDD)* 20100224
	b. REVISED *(Supersedes all previous specs)*	REVISION NO.	DATE:*(YYYYMMDD)*
	c. FINAL *(Complete Item 5 in all cases)*		DATE: *(YYYYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? ☒ YES c NO. If Yes, complete the following:

Classified material received or generated under N00039-00-D-2101 *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? c YES ☒ No. If Yes, complete the following:

In response to the contractor's request dated , retention of the classified material is authorized for the period of

6. CONTRACTOR *(Include Commercial and Government Entity(CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. Cognizant Security Office (Name, Address, Zip)
VIASAT, INCORPORATED 6155 EL CAMINO REAL CARLSBAD, CA. 92009	47358	DEFENSE SECURITY SERVICE (DSS) (IOFWD) 11770 BERNARDO PLAZA COURT, SUITE 450 SAN DIEGO, CA. 92128-2426

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE*(Name, Address, And Zip)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE*(Name, Address, And Zip)*

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) LOW VOLUME TERMINAL AND THE JOINT TACTICAL RADIO SYSTEM (JTRS)

(INFORMATION SHARING BETWEEN COMPANY NOTED IN BLOCK 6A AND COMPANIES ON PAGE 4 OF THIS DD254 IS PERMITTED PER CNO/NSA 24 FEB 2010.)

10. CONTRACTOR WILL REQUIRE access to:	**YES**	**NO**
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION (ACCESS TO COSMEC EQUIPMENT/SIPRNET.)	X	
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION:		
(1) Sensitive Compartmented Information (SCI)		X
(2) Non-SCI	X	
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION (MANDATED BRIEF/GRANTED ACCESS FOR SIPRNET; ACCESS TO NATO MATERIAL APPROVED SEE BLOCK 13.)	X	
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION	X	
k. OTHER(Specify) PR NO.:		X

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL	**YES**	**NO**
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR A GOVERNMENT ACTIVITY		X
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIES MATERIAL	X	
d. FABRICATE, MODIFY OR STORE CLASSIFIED HARDWARE	X	
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
h. REQUIRE A COSMEC ACCOUNT	X	
i. HAVE TEMPEST REQUIREMENTS	X	
j. HAVE OPERATIONS SECURITY(OPSEC) REQUIREMENTS	X	
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X	
l. OTHER(Specify) AIS AUTOMATIC INFORMATION SYSTEM	X	

12. PUBLIC RELEASE. Any Information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

c Direct ☒ Through *(Specify)*:

COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND (SPAWARSYSCOM), CODE 8.5, 4301 PACIFIC HIGHWAY, SAN DIEGO CA 92110-3127.

RELEASE OF COMSEC INFORMATION IS NOT AUTHORIZED
RELEASE OF NATO MATERIAL IS NOT AUTHORIZED.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

<u>CLASSIFICATION GUIDES:</u>
MULTIFUNCTIONAL INFORMATION DISTRIBUTION SYSTEM (MIDS) PROGRAM SECURITY INSTRUCTION (PSI) REVISION A, DATED OCTOBER 1 2004. UNITED STATES SECURITY AUTHORITY FOR NATO AFFAIRS MEMORANDUM, "HANDLING OF NATO RESTRICTED INFORMATION", DATED 26 JULY 1988. THIS NATO DOCUMENT HAS BEEN APPROVED BY THE SSC PACIFIC CONTROL OFFICER (NCO) FOR THE PRIME CONTRACTOR ONLY. ANY ADDITIONAL NATO DOCUMENT MUST BE APPROVED BY THE NCO PRIOR TO RELEASE TO CONTRACTOR. ANY SUBCONTRACTOR MUST RECEIVE APPROVAL FROM THE NCO PRIOR TO RELEASE OF NATO MATERIAL
JOINT TACTICAL RADIO SYSTEMS (JTRS) SCG DATED 23 OCTOBER 2001, PM TRACS, ATTN: SFAE-C3S-TRC-TMD, FT MONMOUTH, NJ.
SCG WILL BE PROVIDED UNDER SEPARATE COVER.
IF ADDITIONAL GUIDES ARE REQUIRED A REVISED DD254 WILL BE ISSUED.

<u>ACCESS REQUIREMENTS</u>: (CONTINUED ON PAGES 3 AND 4)

VISIT REQUEST TO OTHER THAN JPEO JTRS OR SPAWARSYSCOM WILL HAVE NEED-TO-KNOW CERTIFIED BY THE COR

NAME, CODE AND PHONE NUMBER OF THE CONTRACTING OFFICER: MS. MELISSA HAWKINS, CODE 2.1D2, [***].
CONTRACTING OFFICER'S REPRESENTATIVE (COR): MR. DAVID FELKER, JPEO JTRS10, [***] EMAIL: <u>DAVID.FELKER@NAVY.MIL</u>.

ALL CLASSIFIED INFORMATION MUST BE MARKED IN ACCORDANCE WITH EXECUTIVE ORDER 12958-CLASSIFIED NATIONAL SECURITY INFORMATION, OF 17 APRIL 1995, AS AMENDED MARCH 2003 & CNO LTR N09N2/8U223000 DTD 7 JAN 08. NOTE: EXEMPTION CATEGORIES X1 THROUGH X8 DECLASSIFICATION MARKINGS ARE NO LONGER USED. YOUR DEFENCE SECURITY SERVICE (DSS) INDUSTRIAL SECURITY REPRESENTATIVE (IS REP) SHOULD BE CONTACTED FOR ASSISTANCE.
COPIES OF ALL SUBCONTRACT DD FORM 254S MUST BE PROVIDED TO THE DISTRIBUTION LISTED IN BLOCK 17.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☒ YES c NO
(If Yes, identify the partinent contractual clauses in the contract itself, or provide an appropriate statement that identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)
SPECIFIC ON-SITE SECURITY REQUIREMENTS ARE ATTACHED. FOR AUTHORIZED VISITS TO OTHER U.S. GOVERNMENT ACTIVITIES, THE CONTRACTOR MUST COMPLY WITH ALL ONSITE SECURITY REQUIREMENTS OF THE HOST COMMAND.
INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS ARE ATTACHED AND **<u>MUST</u>** BE PASSED TO SUBCONTRACTORS.
TEMPEST REQUIREMENTS QUESTIONNAIRE IS ATTACHED AND MAY BE PASSED TO SUBCONTRACTORS.
INTELLIGENCE REQUIREMENTS ARE ATTACHED.
FOUO REQUIREMENTS ARE ATTACHED.
OPSEC REQUIREMENTS ARE ATTACHED.

15. INSPECTIONS. Elements of this contract are outside the inspection resposibility of the cognizant security office. c YES ☒ NO
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements started herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
VERNA F. MINARD VERNA, MINARD@NAVY.MIL	SECURITY'S CONTRACTING OFFICER'S REPRESENTATIVE (COR)	(619) 533-3005

d. ADDRESS *(Include Zip Code)*
COMMANDING OFFICER

SPAWAR SYSTEMS CENTER CODE 83310

53560 HULL ST.

SAN DIEGO, CA 92152-5001

e. SIGNATURE

20100224

17. REQUIRED DISTRIBUTION
☒ a. CONTRACTOR
c b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRATOR
☒ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER CODE 024A-B MELISSA HAWKINS
☒ f. OTHERS AS NECESSARY CODES 83310, JPEO JTRS10 RICHARD JONES

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

10.A FURTHER DISCLOSURE, TO INCLUDE SUBCONTRACTING, OF COMSEC INFORMATION BY A CONTRACTOR REQUIRES PRIOR APPROVAL OF THE **JPEO JTRS10 COR**. ACCESS TO ANY COMSEC INFORMATION REQUIRES SPECIAL BRIEFINGS AT THE CONTRACTOR FACILITY. ACCESS TO CLASSIFIED COMSEC INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL. USE OF COMSEC INFORMATION IS GOVERNED BY THE NSA INDUSTRIAL COMSEC MANUAL, **NSA/CSS POLICY MANUAL 3-16. (ACCESS IS FOR COMSEC EQUPMENT AND SIPRNET.) CNO/NSA APPROVAL LETTER ATTACHED; THOUGH THE APPROVAL LETTER STATES BAE SYSTEMS. THE NSA INTERNAL PAPERWORK DID APPROVE THE BAE SYSTEMS ROCKWELL COLLINS DATA LINK SOLUTIONS UNDER CONTRACT NUMBER: N00039-00-D-2100 OF WHICH THIS IS FOLLOW-ON CONTRACT.)**

10.E (2) PRIOR APPROVAL OF **JPEO JTRS10 COR** IS REQUIRED FOR SUBCONTRACTING.

10.G PRIOR APPROVAL OF THE SPAWAR SYSTEMS CENTER PACIFIC **NATO CONTROL OFFICER (NCO)/ALTERNATE (CODE 83310,619-553-0437/4405/3005) IS REQUIRED BEFORE THE PRIME CONTRACTOR OR THE SUBCONTRACTING FACILITY CAN BE GRANTED ACCESS TO OR STORE NATO MATERIAL AT THEIR FACILITY NO EXCEPTIONS**.

IN ACCORDANCE WITH THE OFFICE OF THE UNDER SECRETARY OF DEFENSE MEMORANDUM, DATED 5 DEC 2001, SUBJECT: FACILITATING NECESSARY ACCESS TO NATO CLASSIFIED INFORMATION FOR THE DURATION OF ENDURING FREEDOM, CONTRACTOR'S CAN BE BRIEFED INTO THE NATO PROGRAM IF THEY HOLD A CONFIDENTIAL CLEARANCE OR HIGHER HAVING AN INTERIM U.S. GOVERNMENT GRANTED CLEARANCE AT THE APPROPRIATE LEVEL AND SPECIAL BRIEFING. SUCH ACCESS REQUIRES ESTABLISHED NEED-TO-KNOW AND THE SPECIAL BRIEFING IS PROVIDED BY THE CONTRACTING COMPANY'S FACILITY SECURITY OFFICER. ATOMAL ACCESS STILL REQUIRES A FINAL CLEARANCE. NOTE: THIS DOES NOT MEAN THE CONTRACTOR IS GRANTED ACCESS TO NATO MATERIAL THEY WILL ONLY BE BRIEFED.

A CONTRACTOR CAN ONLY BE GRANTED ACCESS TO NATO MATERIAL AT SSC PACIFIC IF THERE IS AN ESTABLISHED REQUIREMENT TO PERFORM TASKS NOTED IN THE SOW/PWS/SOO, ACCESS MUST BE APPROVED BY THE COR/TOM/TR AND FINAL APPROVAL AUTHORIZED BY THE NCO/ALTERNATE NO EXCEPTIONS.

WHEN CONTRACTORS ARE REQUIRED TO USE THE SIPRNET THEY ARE REQUIRED TO BE BRIEFED AND GRANTED ACCESS TO NATO MATERIAL.

WHEN CONTRACTORS ARE WORKING IN A LABORATORY WHERE NATO MATERIAL IS PROCESSED AND STORED OR AN OFFICE WHERE NATO MATERIAL IS KEPT THEY NEED TO BE BRIEFED IN THE NATO PROGRAM.

NOTE: SPAWAR SYSTEM CENTER PACIFIC IS NOT CLEARED TO RECEIVE OR TRANSMIT NATO MATERIAL VIA SIPRNET NOR NIPRNET NO MATTER THE CLASSIFICATION LEVEL.

10.J TO OBTAIN FOR OFFICIAL USE ONLY (FOUO) GUIDANCE REFER TO THE DOD INFORMATION SECURITY PROGRAM REGULATION, DOD 5200.1-R, APPENDIX 3, LOCATED AT HTTP://WWW.DTIC.MIL/WHS/DIRECTIVES/CORRES/HTML/52001R.HTM; AND THE DOD INFORMATION SECURITY PROGRAM, DOD 5200.1-R, APPENDIX 3.

11.C ALL CLASSIFIED MATERIAL MUST BE MARKED IN ACCORDANCE WITH EXECUTIVE ORDER 13292 — CLASSIFIED NATIONAL INFORMATION; MARCH 2003 — AMENDMENT TO EXECUTIVE ORDER 12958 ALONG WITH CNO LTR N09N2/8U223000 DTD 7 JAN 08. NOTE: EXEMPTION CATEGORIES X1 THROUGH X8 DECLASSIFICATION MARKINGS ARE NO LONGER USED.

11.D THE CONTRACTOR SHALL POSSESS SUFFICIENT CLASSIFIED INFORMATION AND HARDWARE STORAGE TO SUPPORT THE REQUIREMENTS DEFINED UNDER THIS CONTRACT. STORAGE MUST BE GSA APPROVED.

11.F ACCESS TO CLASSIFIED U.S. GOVERNMENT INFORMATION MAY BE REQUIRED AT THE FOLLOWING OVERSEAS LOCATIONS: FRANCE, SPAIN, ITALY, AND GERMANY. ANTI-TERRORISM/FORCE PROTECTION BRIEFINGS ARE REQUIRED FOR ALL PERSONNEL PRIOR TO COMMENCEMENT OF FOREIGN TRAVEL. THE BRIEFING IS AVAILABLE ON HTTPS://IWEB.SPAWAR.NAVY.MIL/SERVICES/SECURITY/TRAINING/INDEX.HTML OR HTTP://WWW.SPAWAR.NAVY.MIL/SANDIEGO/SECURITY/FP-AT/FP-ATBRIEFINGS.HTM. THE FOLLOWING BRIEFING IS ALSO REQUIRED PRIOR TO OCONUS TRAVEL FOR ALL PERSONNEL (MILITARY, DOD CIVILIANS AND CONTRACTORS): **LEVEL B CODE OF CONDUCT TRAINING** IS NOT AVAILABLE ON THE INTRANET, CD VERSION CAN BE BORROWED AT THE SSC-SD POINT LOMA OFFICE OR THE SPAWAR OTC OFFICE; HOWEVER, CONTRACTORS MUST HAVE A CAC CARD TO ACCESS THE SITE FOR THIS TRAINING AT HTTPS://WWWA.NKO.NAVY.MIL/PORTAL/SPLASH/INDEX.JSP

NO FURTHER ENTRIES THIS PAGE

11.G THE CONTRACTOR IS AUTHORIZED THE USE OF DTIC REGARDING SPECIFIC CONTRACT RELATED INFORMATION AND WILL PREPARE AND PROCESS DD FORM 1540 IN ACCORDANCE WITH THE NISPOM, CHAPTER 11, SECTION 2. THE COR/TR WILL CERTIFY NEED-TO-KNOW TO DTIC.

11.J THE CONTRACTOR WILI ACCOMPLISH THE FOLLOWING MINIMUM REQUIREMENTS IN SUPPORT OF THE SPAWAR HQ OPERATIONS SECURITY (OPSEC) PROGRAM: THE CONTRACTOR SHALL DOCUMENT ITEMS OF CRITICAL INFORMATION APPLICABLE TO CONTRACTOR OPERATIONS INVOLVING INFORMATION ON OR RELATED TO THE PWS/SOO/SOW. CONTRACTOR IS RESPONSIBLE TO ADEQUATELY PROTECT GOVERNMENT DESIGNATED CRITICAL INFORMATION, AND TO DETERMINE AND PROTECT CRITICAL IN FORMATION GENERATED BY THE CONTRACTOR USING GUIDANCE AND MEETING REQUIREMENTS OUTLINED IN THE OPSEC ATTACHMENT. ALL OPSEC REQUIREMENTS MUST BE PASSED TO ALL SUBCONTRACTORS.

11.K JPEO JTRS10 HAS AUTHORIZED THE CONTRACTOR TO HAVE A DEFENSE COURIER SERVICE (DCS) ACCOUNT WITH PRIOR VALIDATION. THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO USE THE SERVICES OF THE DCS FOR TRANSPORTATION OF QUALIFIED MATERIAL TO OBTAIN DCS GUIDANCE REFER TO THE DOD DIRECTIVE 5200.33, DEFENSE COURIER SERVICE LOCATED AT HTTP://WWW.DTIC.MIL/WHS/DIRECTIVES/HTML/520033.HTM.

11.L(1) CLASSIFIED AIS PROCESSING MUST BE PERFORMED ON AN APPROVED SYSTEM UNDER THE GUIDELINES OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) WITH DSS APPROVAL.

11.L(2) RECOMMENDED ELECTRONIC DATA TRANSFER FOR CLASSIFIED DATA IS VIA SIPRNET.

11.L(3) THE CONTRACTOR IS AUTHORIZED TO PROVIDE CLASSIFIED PROGRAM INFORMATION SUCH AS DOCUMENTATION, SOFTWARE AND HARDWARE TO OTHER AUTHORIZED CONTRACTORS AT THE FOLLOWING LOCATIONS:

BAE SYSTEMS/ROCKWELL COLLINS DATA LINK SOLUTIONS, LLC.
350 COLLINS ROAD NE
CEDAR RAPIDS, IA 52498
CAGE CODE: 081U3
CONTRACT NUMBER: N00039-10-D-0031

ROCKWELL COLLINS INC.
400 COLLINS ROAD NE
CEDAR RAPIDS, IA 52406
CAGE CODE: 13499
CONTRACT NUMBER: N00039-10-D-0031

BAE SYSTEMS INFORMATION & ELECTRONICS SYSTEMS INTEGRATION INC.
164 TOTOWA ROAD
WAYNE, NJ 07470
CAGE CODE: 0D0D0
CONTRACT NUMBER: N00039-10-D-0031

11.L(4) CONTRACTORS THAT HAVE BEEN AWARDED A CLASSIFIED CONTRACT MUST SUBMIT VISIT REQUESTS USING "ONLY" THE JOINT PERSONNEL ADJUDICATION SYSTEM (JPAS). ALL GOVERNMENT ACTIVITIES HAVE BEEN DIRECTED TO USE JPAS WHEN TRANSMITTING OR RECEIVING VALS. THEREFORE, CONTRACTORS WHO WORK ON CLASSIFIED CONTRACTS ARE REQUIRED TO HAVE ESTABLISHED AN ACCOUNT THROUGH JPAS FOR THEIR FACILITY. THIS DATABASE CONTAINS ALL U.S.CITIZENS WHO HAVE RECEIVED A CLEARANCE OF CONFIDENTIAL, SECRET AND/OR TOP SECRET. THE VISIT REQUEST CAN BE SUBMITTED FOR ONE YEAR. WHEN SUBMITTING VISIT REQUESTS TO SPAWAR SYSTEMS CENTER PACIFIC USE ITS SECURITY MANAGEMENT OFFICE (SMO) NUMBER (660015). THIS INFORMATION IS PROVIDED IN ACCORDANCE WITH GUIDANCE PROVIDED TO CONTRACTORS VIA THE DEFEMSE SECURITY SERVICE (DSS) WEBSITE HTTPS://WWW.DSS.MIL/GW/SHOWBINARY/DSS/ABOUT DSS/PRESS ROOM/JPAS PROCEDURES FINAL.PDF **(DSS GUIDANCE DATED 24 APRIL 2007, SUBJECT: *PROCEDURES GOVERNING THE USE OF JPAS BY CLEARED CONTRACTORS.***

FURTHER DISCLOSURE, TO INCLUDE SUBCONTRACTING, OF CLASSIFIED INFORMATION BY A CONTRACTOR BEYOND THAT GRANTED HEREIN REQUIRES PRIOR APPROVAL FROM THE COR.

NO FURTHER ENTRIES THIS PAGE

INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS

The U.S. Government conducts trustworthiness investigations of personnel who are assigned to positions that directly or indirectly affect the operation of unclassified IT resources and systems that process Department of Defense (DoD) information, to include For Official Use Only (FOUO) and other controlled unclassified information.

The United States Office of Personnel Management (OPM), Federal Investigations Processing Center (FIPC) process all requests for U.S. Government trustworthiness investigations. Requirements for these investigations are outlined in paragraph C3.6.15 and Appendix 10 of DoD 5200.2-R, available at http://www.dtic.mil/whs/directives/corres/html/52002r.htm. Personnel occupying an IT Position shall be designated as filling one of the IT Position Categories listed below. The contractor shall include all of these requirements in any subcontracts involving IT support. (Note: Terminology used in DoD 5200.2R references "ADP" vice "IT". For purposes of this requirement, the terms ADP and IT are synonymous.)

The Program Manager (PM), Contracting Officer's Representative (COR) or Technical Representative (TR) shall determine if they or the contractor shall assign the IT Position category to contractor personnel and inform the contractor of their determination. If it is decided the contractor shall make the assignment, the PM, COR, or TR must concur with the designation.

DoDD Directive 8500.1, Subject: Information Assurance (IA), paragraph 4.8 states "Access to all DoD information systems shall be based on a demonstrated need-to-know, and granted in accordance with applicable laws and DoD 5200.2R for background investigations, special access and IT position designations and requirements. An appropriate security clearance and non-disclosure agreement are also required for access to classified information in accordance with DoD 5200.1-R (reference (o))." DoD 5200.2R and DoDD 5200.2 require all persons assigned to sensitive positions or assigned to sensitive duties be U.S. citizens. All persons assigned to IT-I and IT-II positions, as well as all persons with access to controlled unclassified information (without regard to degree of IT access) or performing other duties that are considered "sensitive" as defined in DoDD 5200.2 and DoD 5200.2R must be U.S. citizens. Furthermore, access by non-U.S. citizens to unclassified export controlled data will only be granted to persons pursuant to the export control laws of the U.S. The categories of controlled unclassified information are contained in Appendix 3 of DoD 5200.1R. These same restrictions apply to "Representatives of a Foreign Interest" as defined by DoD 5220.22-M (National Industrial Security Program Operating Manual, NISPOM).

Criteria For Designating Positions:

IT-I Position (Privileged)

- Responsibility or the development and administration of Government computer security programs, and including direction and control of risk analysis an/or threat assessment.
- Significant involvement in life-critical or mission-critical systems.
- Responsibility for the preparation or approval of data for input into a system, which does not necessarily involve personal access to the system, but with relatively high risk for effecting grave damage or realizing significant personal gain.
- Relatively high risk assignments associated with or directly involving the accounting, disbursement, or authorization for disbursement from systems of (1) dollar amounts of $10 million per year or greater, or (2) lesser amounts if the activities of the individual are not subject to technical review by higher authority in the IT-I category to ensure the integrity of the system.
- Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software.
- Other positions as designated by Joint Program Executive Office Joint Tactical Radio Systems (JPEO JTRS) that involve relatively high risk for effecting grave damage or realizing significant personal gain.

Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR). The SSBI or SSBI-PR shall be updated every 5 years by using the Electronic Questionnaire for Investigation Processing (eQIP) web based program (SF86 format).

IT-II Position (Limited Privileged)

Responsibility for systems design, operation, testing, maintenance, and/or monitoring that is carried out under technical review of higher authority in the IT-I category, includes but is not limited to:

- Access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts;
- Accounting, disbursement, or authorization for disbursement from systems of dollar amounts less than $10 million per year. Other positions are designated by JPEO JTRS that involve a degree of access to a system that creates a significant potential for damage or personal gain less than that in IT-I positions. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated National Agency Check (NAC).

IT-III Position (Non-Privileged)

- All other positions involving Federal IT activities. Incumbent in this position has non-privileged access to one or more DoD information systems, application, or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

Qualified Cleared Personnel Do *NOT* Require Trustworthiness Investigations:

If an employee is in a position that **does not** require a personnel security clearance, **do not** submit a request for clearance, simply submit the ***Public Trust Position Application***, Standard Form (SF) 85P, for trustworthiness determination. If an employee has already been granted a personnel security clearance at the appropriate level without a break in service for more than 24 months, and in the case of IT-I Position has had a completed Personnel Security Investigation (a Single Scope Background Investigation-SSBI) less than 5 years old, you do **not** need to submit an additional investigation for the trustworthiness determination.

Procedures for submitting U.S. Government Trustworthiness investigations:

***Only hard copy SF85Ps* are *acceptable by OPM-FIPC*.** The contractor will ensure personnel complete either the hard copy SF 85P *or* the online—fillable form of the SF85P. The SF85P is available from OPM at http://www.opm.gov.

The SF85P — request package, shall include:

- A hard copy of the SF85P;
- All pertinent signed release forms;
- SF87 or FD258 Fingerprint Card or electronic fingerprint transmission

The company’s Facility Security Officer (FSO) is responsible for completing the following items located on the top portion of the SF85P: 1) Clearly indicate for item “A” if the Trustworthiness Investigation is for an 08B (IT-II position) or an 02B (IT-III position); 2) item “B” Extra Coverage enter R, this will allow the Government to request for the finger print data quickly so that a Common Access Card (CAC) can be processed if needed. 3) item “C” is for the Sensitivity/Risk Level enter either 1 (low risk positions), 5 (moderate risk positions), or 6 (high risk positions); 4) item “D” for Computer/ADP (IT) enter I, II, or III; 5) item “E” for the Nature of Action Code enter CON; 6) item “I” must contain the name of the position and the contract number; 7) item “J” SON enter 4219; 8) item “K” place and X by “None”; 9) item “L” SOI enter NV00; 10) item “M” place and

X by “**None**”; 11) item “N” type DOD-NAVY; 12) item “O” Accounting-Data and/or Agency Case Number enter contracting facility’s Cage Code; and 13) item “P” Company representatives/FSO are **NOT** to sign the SF85P, you must leave this blank.

The company shall review the SF85P for completeness and use SECNAV M-5510.30, Appendix G available at https://doni.daps.dla.mil/secnavmanuals.aspx to determine if any adverse information is present. Additional guidance for requesting investigations from OPM is found at http://www.opm.gov. Completed SF85P packages will be mailed “in care of” to: Commanding Officer, Space and Naval Warfare Systems Center Pacific, Code 83310 (SF85P), 53560 Hull Street, San Diego, CA 92152-5001. Note: All forms must be signed by the individual within 60 days of the date of submission. Submitted forms, which are not received within these 60 days, will be delayed or returned. If no change has occurred, forms must be re-dated and initialed by the Subject/employee. If the SF85P is submitted with missing information or adverse information is found, the form(s) will be returned to the company/FSO to revised and resubmit.

The Office of the Chief Naval Operations has provided the following guidance in their letter Ser N09N2/8U223257 dated 9 October 2008 which states in paragraph 2 that the “contractor fitness determinations made by the DON CAF will be maintained in the Joint Personnel Adjudication System (JPAS). Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are discovered, according to respective guidelines a “Favorable Determination” will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DoN CAF will place a “No Determination Made” in the JPAS and forward the investigation to the submitting office for the commander’s final determination.”

For Trustworthiness Investigations that have been returned to Space and Naval Warfare Systems Center Pacific Security Office with a “No Determination Made” decision, your company will be notified in writing. If an individual received a negative trustworthiness determination, they will be immediately removed from their position of trust, the contractor will follow the same employee termination processing above, and they will replace any individual who has received a negative trustworthiness determination.

If you require additional assistance for SF85P or related concerns, you may send email to SPAWARSYSCEN PAC at SF85P@spawar.navy.mil.

Visit Authorization Letters (VALs) for Qualified Employees:

Contractors that have been awarded a classified contract must submit visit requests using “only” the Joint Personnel Adjudication System (JPAS). All government activities have been directed to use JPAS when transmitting or receiving VALS. Therefore, contractors who work on classified contracts are required to have established an account through JPAS for their facility. This database contains all U.S. citizens who have received a clearance of Confidential, Secret, and/or Top Secret. The visit request can be submitted for one year. When submitting visit requests to Space and Naval Warfare Systems Center Pacific use its Security Management Office (SMO) number (660015). This information is provided in accordance with guidance provided to contractors via the Defense Security Service (DSS) website https://www.dss.mil/portal/showbinary/bea%20repository/new dss internet/about dss/press room/jpas procedures final.pdf (DSS guidance dated 24 April 2007, subject ***Procedures Governing The Use Of JPAS By Cleared Contractors).***

Employment Terminations:

The contractor shall:

- Immediately notify the COR or TR of the employee’s termination.
- Fax a termination VAL to Code 83320 at (619) 553-6169.
- Return any badge and decal to Code 83320.

SPECIFIC ON-SITE SECURITY REQUIREMENTS

I. GENERAL.

a. Contractor Performance. In performance of this Contract the following security services and procedures are incorporated as an attachment to the DD 254. The Contractor will conform to the requirements of DoD 5220.22-M, Department of Defense National Industrial Security Program, Operating Manual (NISPOM). When visiting the Joint Program Executive Office, Joint Tactical Radio System Command (JPEO JTRS) at Old Town Campus (OTC) the Contractor will comply with the security directives used regarding the protection of classified and controlled unclassified information, SECNAVINST 5510.36 (series), SECNAVINST 5510.30 (series), and NRADINST 5720.1(series). Both of the SECNAV instructions are available online at http://neds.nebt.daps.mil/directives/table52.html. A copy of NRADINST 5720.1 will be provided upon receipt of a written request from the Contractor's Facility Security Officer (FSO) to the SPAWAR Systems Command Security's Contracting Officer's Representative (COR), Code 83310. If the Contractor establishes a cleared facility or Defense Security Service (DSS) approved off-site location from SPAWAR SYSCOM, the security provisions of the NISPOM will be followed within this cleared facility.

b. Security Supervision. Space and Naval Warfare Systems Center Pacific (SSC Pacific) will exercise security supervision over all contractors visiting JPEO JTRS and will provide security support to the Contractor as noted below. The Contractor will identify, in writing to Security's COR, an on-site Point of Contact to interface with Security's COR.

II. HANDLING CLASSIFIED MATERIAL OR INFORMATION.

a. Control and Safeguarding. Contractor personnel located at JPEO JTRS are responsible for the control and safeguarding of all classified material in their possession. All contractor personnel will be briefed by their FSO on their individual responsibilities to safeguard classified material. In addition, all contractor personnel are invited to attend SSC Pacific conducted Security Briefings, available at this time by appointment only. In the event of possible or actual loss or compromise of classified material, the on-site Contractor will immediately report the incident to SSC Pacific's Code 83310, telephone (619) 553-3005, as well as the Contractor's FSO. A Code 83310 representative will investigate the circumstances, determine culpability where possible, and report results of the inquiry to the FSO and the Cognizant DSS Field Office. On-site contractor personnel will promptly correct any deficient security conditions identified by a SSC Pacific Security representative.

b. Storage.

1. Classified material may be stored in containers authorized by SSC Pacific's Physical Security Branch, Code 83320 for the storage of that level of classified material. Classified material may also be stored in Contractor owned containers brought on board JPEO JTRS with Code 83320's written permission. Areas located within cleared contractor facilities on board JPEO JTRS will be approved by DSS.

2. The use of Open Storage areas must be pre-approved in writing by Code 83320 for the open storage, or processing, of classified material. Specific supplemental security controls for open storage areas, when required, will be provided by SSC Pacific, Code 83320.

c. Transmission of Classified Material.

1. All classified material transmitted by mail for use by long term visitors will be addressed as follows:

(a) TOP SECRET, Non-Sensitive Compartmented Information (non-SCl) material using the Defense Courier Service: SSC Pacific: 271582-SN00, SSC Pacific.

(b) CONFIDENTIAL and SECRET material transmitted by FedEx, USPS Registered, Express mail will be addressed to COMMANDER, SPACE & NAVAL WARFARE SYSTEMS COMMAND, 4301 PACIFIC HWY, SAN DIEGO CA 92110-3127. The inner envelope will be addressed to the attention of the Contracting Officer's Representative (COR) or applicable Technical Representative (TR) for this contract, to include their code number.

2. All SECRET material hand carried to JPEO JTRS by contractor personnel must be delivered to the Classified Material Control Center (CMCC), Code 83430, building 33, room 1305, for processing.

3. All CONFIDENTIAL material hand carried to JPEO JTRS by contractor personnel that is intended to remain at JPEO JTRS shall be provided to the designated recipient or proper cleared JPEO JTRS employee.

4. All JPEO JTRS classified material transmitted by contractor personnel from JPEO JTRS will be sent via the JPEO JTRS Technical COR or TR for this contract.

5. The sole exception to the above is items categorized as a Data Deliverable. All contract Data Deliverables will be sent directly to the Technical COR or TR and a notification of deliverables without attachments will be sent to the cognizant PCO, unless otherwise stated in the contract.

III. INFORMATION SYSTEMS (IS) Security. Contractors using ISs, networks, or computer resources to process classified, sensitive unclassified and/or unclassified information will comply with the provisions of SECNAVINST 5239.3 (series) and local policies and procedures. Contractor personnel must ensure that systems they use at JPEO JTRS have been granted a formal letter of approval to operate by contacting their Information Assurance Office.

IV. VISITOR CONTROL PROCEDURES.

Title 18 USC 701 provides for criminal sanctions including fine or imprisonment for anyone in possession of a badge who is not entitled to have possession. Sec. 701. Official badges, identification cards, other insignia. Whoever manufactures, sells, or possesses any badge, identification card, or other insignia, of the design prescribed by the head of any department or agency of the United States for use by any officer or employee thereof, or any colorable imitation thereof, or photographs, prints, or in any other manner makes or executes any engraving, photograph, print, or impression in the likeness of any such badge, identification card, or other insignia, or any colorable imitation thereof, except as authorized under regulations made pursuant to law, shall be fined under this title or imprisoned not more than six months, or both.

a. Contractor personnel assigned to JPEO JTRS will be considered long-term visitors for the purpose of this contract.

b. Contractors that have been awarded a classified contract must submit visit requests using "only" the Joint Personnel Adjudication System (JPAS). All government activities have been directed to use JPAS when transmitting or receiving VALs. Therefore, contractors who work on classified contracts are required to have established an account through JPAS for their facility. This database contains all U.S. citizens who have received a clearance of Confidential, Secret, and/or Top Secret. The visit request can be submitted for one year. When submitting visit requests to SPAWAR Systems Center Pacific use its Security Management Office (SMO) number (660015). This information is provided in accordance with guidance provided to contractors via the Defense Security Service (DSS) website https://www.dss.mil/portal/ShowBinary/BEA%20Repository/new dss internet/about dss/press room/jpas. proced ures final.pdf (DSS guidance dated 24 April 2007, subject: ***Procedures Governing the Use of JPAS by Cleared Contractors).***

c. For visitors to receive a SPAWAR Systems Center Pacific badge their Government point of contact must approve their visit request and the visitor must present government issued photo identification.

d. Visit requests for long-term visitors must be received at least one week prior to the expected arrival of the visitor to ensure necessary processing of the request.

e. Code 83320 will issue temporary identification badges to Contractor personnel following receipt of a valid VAL from the Contractor's FSO. The responsible SPAWARCOM COR will request issuance of picture badges to contractor personnel. Identification badges are the property of the U.S. Government, will be worn in plain sight, and used for official business only. Unauthorized use of an SSC Pacific badge will be reported to the DSS.

f. Prior to the termination of a Contractor employee with a SSC Pacific badge or active VAL on file the FSO must:

   1. Notify in writing Code 83320, the COR, Security's COR, and the laboratory managers of any laboratories into which the employee had been granted unescorted access of the termination and effective date. In emergencies, a facsimile may be sent or a telephone notification may be used. The telephone notification, however, must be followed up in writing within five working days.

   2. Immediately confiscate any SSC Pacific issued identification badge, (to include Common Access Card (CAC) and OP Form 55 card, if issued), and vehicle decals and return them to Code 83320 no later than five working days after the effective date of the termination.

g. Common Access Card (CAC),

   1. VAL must be on file, form completed and signed, approved by the contractor's COR, and sent to the Badge and Pass Office, Code 83320.

V. INSPECTIONS. Code 83310 personnel may conduct periodic inspections of the security practices of the on-site Contractor. All contractor personnel will cooperate with Code 83351 representatives during these inspections. A report of the inspection will be forwarded to the Contractor's employing facility, Security's COR and Technical COR. The Contractor must be responsive to the Code 83310 representative's findings.

VI. REPORTS. As required by the NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication classified information has been lost or compromised.

a. The Contractor will ensure that certain information pertaining to assigned contractor personnel or operations is reported to Security's COR, Code 83310. If further investigation is warranted it will be conducted by Code 83310. This reporting will include the following:

   1. The denial, suspension, or revocation of security clearance of any assigned personnel;

   2. Any adverse information on an assigned employee's continued suitability for continued access to classified access;

   3. Any instance of loss or compromise, or suspected loss or compromise, of classified information;

   4. Actual, probable or possible espionage, sabotage, or subversive information; or

   5. Any other circumstances of a security nature that would effect the contractor's operation on board

JPEO JTRS.

b. In addition to the NISPOM reporting requirements, any conviction and/or violation of the Foreign Corrupt Practices Act, or any other violation of the International Traffic in Arms Regulations (ITAR) shall immediately be reported to the Designated Disclosure Authority (DDA), COR/TR/PM and Contracting Officer.

VII. PHYSICAL SECURITY.

a. SSC Pacific will provide appropriate response to emergencies occurring onboard this command. The Contractor will comply with all emergency rules and procedures established for SSC Pacific.

b. A roving Contract Security Guard patrol will be provided by SSC Pacific. Such coverage will consist of, but not be limited to, physical checks of the window or door access points, classified containers, and improperly secured documents or spaces. Specific questions or concerns should be addressed to Code 83320.

c. All personnel aboard SSC Pacific property are subject to random inspections of their vehicles and personal items. Consent to these inspections is given when personnel accept either a badge or a vehicle pass/decal permitting entrance to this command.

d. Information about parking restrictions may be found on the Security web site at https://iweb.spawar.navy.mil/services/security/html/Parking.html.

VIII. COR RESPONSIBILITIES.

a. Review requests by cleared contractors for retention of classified information beyond a two-year period and advise the contractor of disposition instructions and/or submit a Final DD 254 to Security's COR.

b. In conjunction with the appropriate transportation element, coordinates a suitable method of shipment for classified material when required.

c. Certify and approve Registration For Scientific and Technical Information Services requests (DD 1540) (DTIC).

d. Ensure timely notice of contract award is given to host commands when contractor performance is required at other locations.

e. Certify need-to-know on visit requests and conference registration forms.

IX. SPECIAL CONSIDERATIONS FOR ON-SITE CLEARED FACILITIES.

Any cleared contractor facility on board JPEO JTRS will be used strictly for official business associated with this contract. No other work may be performed aboard this facility. Additional JPEO JTRS contracts may be performed in this cleared facility, but only on a case-by-case basis. The COR, Security's COR, and Contracting Officer must all be in agreement that this particular arrangement best suits the needs of the Government. At the end of this contract the on-site facility must be vacated, with proper written notification being submitted to the DSS and Security's COR.

X. ITEMS PROHIBITED ABOARD JPEO JTRS AND SSC PACIFIC.

The following items are prohibited within any JPEO JTRS & SSC Pacific controlled areas, with the exception of personnel authorized to possess weapons in the performance of required duties. Also, note exceptions for alcohol possession and consumption on board SSC Pacific property.

WEAPONS

1. Ammunition
2. Fireworks
3. Molotov Cocktail
4. Pipe Bomb
5. Black Jack
6. Slingshots
7. Billy/Sand Club
8. Nunchakus
9. Sand Bag: Partially filled with sand and swung like a mace
10. Metal (Brass) Knuckle
11. Dirk or Dagger
12. Switch Blade or Butterfly Knife
13. Knife with a blade (cutting edge) longer than 4 inches
14. Razor with Unguarded blade.
15. Pipe, Bar or Mallet to be used as a club.
16. Compressed Air or Spring Fired Pellet/BB gun
17. Tear Gas/Pepper Spray Weapon
18. Pistol, Revolver, Rifle, Shotgun or any other Firearm
19. Bows, Crossbows or Arrows
20. Bowie Style Hunting Knife
21. Any weapon prohibited by State law
22. Any object similar to the aforementioned items
23. Any offensive or defensive weapons not described above, but likely to cause injury (i.e., Stun Gun, Blow Gun).
24. Any abrasive, caustic, acid, chemical agent or similar substance, with which to inflict property damage or personal injury
25. Combination Tools with Knife Blades Longer Than 4 inches (i.e., Gerber, Leatherman, etc.)

Military personnel aboard JPEO JTRS and SSC Pacific controlled areas not authorized to possess a firearm, as part of prescribed military duties will be apprehended if found in possession. Civilians in unauthorized possession of a firearm will be detained while civilian authorities are notified.

CONTROLLED SUBSTANCES

The unauthorized possession or use of controlled substances defined as marijuana, narcotics, hallucinogens, psychedelics, or other controlled substances included in Schedule I, II, III, IV, or V established by Section 202 of the Comprehensive Drug Abuse Prevention and Control Act of 1970 (84 Stat. 1236) is prohibited.

CONTRABAND

Contraband defined as all equipment, products and materials of any kind which are used, intended for use, or designed, for use in injecting, ingesting, inhaling, or otherwise introducing into the human body, marijuana or other controlled substances, in violation of law. This includes: hypodermic syringes, needles, and other objects to inject controlled substances in the body or objects to ingest, inhale or otherwise introduce marijuana, cocaine or hashish oil into the body is prohibited.

ALCOHOL

All JPEO JTRS, tenant command and other government employees, as well as support contractors and authorized visitors may bring unopened containers of alcohol on board the Center if it remains in their private vehicles except where expressly authorized for an approved event. Alcohol beverages will be consumed only at designated facilities for which written permission by the Commanding Officer is granted.

Personnel desiring to hold a social function and serve alcohol, should send a memo (hard copy) to the Commanding Officer, via the appropriate division head, the Director of Security, and the Public Affairs Officer. The Public Affairs Officer will approve or disapprove the facility use request based on availability and general use policy. If facility use is approved, the Public Affairs Officer will forward the memo to the Commanding Officer for approval/disapproval.

COUNTERFEIT CURRENCY

Counterfeit currency defined as any copy, photo, or other Likeness of any U.S. currency, either past or present, not authorized by the U.S. Treasury Department is prohibited.

XI. ESCORTING POLICY.

a. All personnel within JPEO JTRS and SSC Pacific's fenced perimeters, with the exception of emergency personnel such as fire, ambulance, or hazardous material response personnel responding to an actual emergency, must wear an SSC Pacific issued badge. Only U.S. citizens and U.S. Permanent Residents (former immigrant aliens) may be escorted under this policy. ALL JPEO JTRS FOREIGN NATIONAL VISITORS MUST BE PROCESSED THROUGH THE SPAWAR FOREIGN VISITS COORDINATOR OFFICE, 8335. Contact phone number, (858) 537-8884.

b. All pictured badged JPEO JTRS and tenant command employees, as well as those contractors and other government employees who have an "E" on their picture badge may escort visitors wearing a red escort-required badge.

XIII. CELLULAR PHONE USAGE.

a. Cellular phone use is prohibited in all secure spaces, i.e. Open Storage areas, classified laboratories.

b. Vehicle operators on DoD installations and operators of Government vehicles shall not use cellular phones, unless the vehicle is safely parked or unless they are using a hands-free device, and are also prohibited from wearing of any other portable headphones, earphones, or other listening devices while operating a motor vehicle.

c. The use of cellular phones, portable headphones, earphones, or other listening devices while jogging, walking bicycling, or skating on roads and streets on Navy installations is prohibited except for use on designated bicycle and running paths and sidewalks.

CONTRACTOR REQUIREMENTS FOR ACCESS TO INTELLIGENCE INFORMAT1ON

1. intelligence material and information, either furnished by the user agency or generated under the contract performance, will not be:

a. Reproduced without prior approval of the originator of the material. All Intelligence material shall bear a prohibition against reproduction while in your custody; or

b. Released to foreign nationals or immigrant aliens who you may employ, regardless of their security clearance or access authorization, except with the specific permission of the Office of Naval Intelligence (ON1-5), via Security's Contracting Officer's Representative (COR); or

c. Released to any activity or person of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without prior approval of the originator of the material, and prior approval and certification of need-to- know by the designated project manager/contract sponsor.

2. Intelligence material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence released and any material using data from the Intelligence must be returned to the COR or authorized representative for final disposition. The contractor shall maintain such records as will permit them to furnish, on demand, the names of individuals who have access to intelligence material In their custody.

3. Access to intelligence data will only be through cognizant government program managers/project engineers. Independent access is not inferred or intended.

4. Classified intelligence, even though it bears no control markings, will not be released in any form to foreign nationals or immigrant aliens (including u.s. government employed, utilized or integrated foreign nationals and immigrant aliens) without permission of the originator.

5. You will maintain records that will permit you to furnish, on demand, the names of individuals who have access to Intelligence material in your custody.

TEMPEST REQUIREMENTS QUESTIONNAIRE (TRQ)
FOR CONTRACTOR FACILITIES

1. This TRQ must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority (CTTA) within 30 days after contract award for all contracts where classified National Security Information (NSI) will be processed and the requirements of item 13 of the DD 254 have been met.

2. The prime contractor cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TRQ prior to processing.

3. The TRQ is for information collection only. It is not a directive or an implied requirement, nor is it an encouragement to procure TEMPEST equipment or any type of shielding for use on this contract. **DO NOT** initiate any changes to equipment of facilities for TEMPEST unless it has been recommended by the CTTA and specifically directed by the contracting authority.

4. The contracting authority will not issue any directives concerning TEMPEST until after the contractor submitted TRQ has been evaluated by the CTTA and resulting recommendations received. To fully evaluate the TRQ, the CTTA may request additional information concerning the facility, its physical control, the equipment which will be used to process NSI, etc.

5. The contractor shall ensure compliance with any TEMPEST countermeasure(s) specifically directed in writing by the contracting authority.

6. Please provide the information requested in paragraphs 7 through 20 and return to the CTTA at;

Commanding Officer
SSC Atlantic
Code 723
PO Box 190022
North Charleston, SC 29419-9022

7. Provide the name, address, position title and phone number (at the facility where classified processing will occur) of a point of contact who is knowledgeable of the processing requirements, the types of equipment to be used, and the physical layout of the facility.

8. Provide the specific geographical location, address, and zip code, where classified processing will be performed.

9. What are the classification level(s) of material to be processed/handled by electronic or electromechanical information system(s) and what percentage is processed at each level?

10. What special categories of classified information are processed?

11. Is there a direct connection (wireline or fiber) to a Radio Frequency (RF) (transmitters) located either locally or at a remote site?

12. Are there any RF transmitters located within 6 meters of the system processing NSI or the system's RED signal lines?

13. Describe how access is controlled to your facility including the building, compound, plant, property, and/or parking lots. Where are visitor's first challenged/identified? include controls such as alarms, guards, patrols, fences, and warning signs. Provide a simple block diagram of the equipment, the facility, and the surrounding areas. The diagram(s) should extend out to the nearest uncontrolled area on each side of the facility, such as a military base perimeter, plant property line, commercial building or residential area.

14. Are there other tenants in the building who are not U.S. department/agents?

15. Are there any known foreign business or government offices in adjacent buildings?

16. Provide the make and model number of all equipment used to process, transfer, or store classified information, include computers, peripherals, network hardware, multiplexors, modems, encryption devices (COMSEC), etc.

17. Have on-site TEMPEST tests been conducted on any of these equipment(s)? If so, which ones? When was the test(s) conducted? Who conducted the test(s)? Have all deficiencies (if any) been resolved?

18. Has a TEMPEST Facility Zoning test been conducted? If so, who conducted the testing and when?

19. Is this company foreign-owned or controlled? If so, what is the country?

20. Provide the contract number, identify the sponsoring command, point of contact or Contracting Officer’s Representative, and their telephone number.

FOR OFFICIAL USE ONLY (FOUO) INFORMATION

1. The For Official Use Only (FOUO) marking is assigned to information at the time of its creation. It isn't authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of information Act (FOIA).

2. Use of FOUO markings doesn't mean that the information can't be released to the public, only that it must be reviewed by Joint Program Executive Office Joint Tactical Radio Systems (JPEO JTRS) prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

3. An UNCLASSIFIED document containing FOUO information will be marked "FOR OFFICIAL USE ONLY" on the bottom face and interior pages.

4. Classified documents containing FOUO do not require any markings on the face of the document; however, the interior pages containing only FOUO information shall be marked top and bottom center with "FOR OFFICIAL USE ONLY." Mark only unclassified portions containing FOUO with "(FOUO)" immediately before the portion.

5. Any FOUO information released to you by JPEO JTRS is required to be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTION(S)_____ APPLY.

6. Removal of the FOUO marking can only be accomplished by the originator or other competent authority. DO NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM JPEO JTRS OR THE AUTHOR. When the FOUO status is terminated you will be notified.

7. You may disseminate FOUO information to your employees and subcontractors who have a need for the information in connection with this contract.

8. During working hours, reasonable steps should be taken to minimize risk of access by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored in locked desks, file cabinets, bookcases, locked rooms, or similar items.

9. FOUO information may be transmitted via first-class mail, parcel post, fourth-class mail for bulk shipments only.

10. When no longer needed, FOUO information may be disposed by tearing each copy into pieces to preclude reconstructing, and placing if in a regular trash, or recycle, container or in the uncontrolled burn.

11. Unauthorized disclosure of FOUO information doesn't constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

12. Electronic transmission of FOUO information (voice, data, or facsimile) should be by approved secure communications systems whenever practical.

OPERATIONS SECURITY REQUIREMENTS

All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements, per the following applicable documents:

- National Security Decision Directive 298
- DOD 5205.02
- OPNAVINST 3432.1
- SPAWARINST 3432.1
- National Operations Security Program (NSDD) 298
- DOD Operations Security (OPSEC) Program
- DON Operations Security
- Operations Security Policy

The contractor will accomplish the following minimum requirements in support of Space and Naval Warfare Systems Command (SPAWAR) Operations Security (OPSEC) Program:

- The contractor will practice OPSEC and implement OPSEC countermeasures to protect DOD Critical Information. Items of Critical Information are those facts, which individually, or in the aggregate, reveal sensitive details about SPAWAR or the contractor's security or operations related to the support or performance of this SOW, and thus require a level of protection from adversarial collection or exploitation not normally afforded to unclassified information.
- Contractor must protect Critical Information and other sensitive unclassified information and activities, especially those activities or information which could compromise classified information or operations, or degrade the planning and execution of military operations performed or supported by the contractor in support of the mission. Protection of Critical Information will include the adherence to and execution of countermeasures which the contractor is notified by or provided by SPAWAR, for Critical information on or related to the SOW.
- Sensitive unclassified information is that information marked FOR OFFICIAL USE ONLY (or FOUO), Privacy Act of 1974, COMPANY PROPRIETARY, and also information as identified by SPAWAR or the SPAWAR Security COR.
- SPAWAR has identified the following items as Critical Information that may be related to this SOW:
    - Known or probable vulnerabilities to any U.S. system and their direct support systems.
    - Details of capabilities or limitations of any U.S. system that reveal or could reveal known or probable vulnerabilities of any U.S. system and their direct support systems.
    - Details of information about military operations, missions and exercises.
    - Details of U.S. systems supporting combat operations (numbers of systems deployed, deployment timelines, locations, effectiveness, unique capabilities, etc.).
    - Operational characteristics for new or modified weapon systems (Probability of Kill (Pk), Countermeasures, Survivability, etc.).
    - Required performance characteristics of U.S. systems using leading edge or greater technology (new, modified or existing).
    - Telemetered or data-linked data or information from which operational characteristics can be inferred or derived.
    - Test or evaluation information pertaining to schedules of events during which Critical information might be captured. (advance greater than 3 days).
    - Details of SPAWAR/SSC Pacific unique Test or Evaluation capabilities (disclosure of unique capabilities).

- Existence and/or details of intrusions into or attacks against DoD Networks or Information Systems, including, but not limited to, tactics, techniques and procedures used, network vulnerabilities exploited, and data targeted for exploitation.
- Network User ID’s and Passwords.
- Counter-IED capabilities and characteristics, including success or failure rates, damage assessments, advancements to existing or new capabilities.
- Vulnerabilities in Command processes, disclosure of which could allow someone to circumvent security, financial, personnel safety, or operations procedures.
- Force Protection specific capabilities or response protocols (timelines/equipment/numbers of personnel/training received/etc.).
- Command leadership and VIP agendas, reservations, plans/routes etc.
- Detailed facility maps or installation overhead photography (photo with annotation of Command areas or greater resolution than commercially available).
- Details of COOP, SPAWAR/SSC Pacific emergency evacuation procedures, or emergency recall procedures.
- Government personnel information that would reveal force structure and readiness (such as recall rosters or deployment lists).
- Compilations of information that directly disclose Command Critical Information.

- The above Critical information and any that the contractor develops, regardless if in electronic or hardcopy form, must be protected by a minimum of the following countermeasures:
  - All emails containing Critical information must be DoD Public Key Infrastructure (PKI) <u>signed</u> *and* PKI <u>encrypted</u> when sent.
  - Critical Information may not be sent via unclassified fax.
  - Critical Information may not be discussed via non-secure phones.
  - Critical Information may not be provided to individuals that do not have a need to know it in order to complete their assigned duties.
  - Critical Information may not be disposed of in recycle bins or trash containers.
  - Critical Information may not be left unattended in uncontrolled areas.
  - Critical Information in general should be treated with the same care as FOUO or proprietary information.
  - Critical Information must be destroyed in the same manner as FOUO.
  - Critical information must be destroyed at contract termination or returned to the government at the government’s discretion.
- The contractor shall document items of Critical Information that are applicable to contractor operations involving information on or related to the SOW. Such determinations of Critical Information will be completed using the DoD OPSEC 5 step process as described in National Security Decision Directive (NSDD) 298, “National Operations Security Program”.
- OPSEC training must be Included as part of the contractors ongoing security awareness program conducted in accordance with Chapter 3, Section 1, of the NISPOM. NSDD 298, DoD 5205.02, “DOD Operations Security (OPSEC) Program”, and OPNAVINST 3432.1, “Operations Security” should be used to assist in creation or management of training curriculum.
- If the contractor cannot resolve an issue concerning OPSEC they will contact the SPAWAR Security COR (who will consult with the SPAWAR/SSC Pacific OPSEC Manager).
- All above requirements MUST be passed to all Sub-contractors.

Acceptance Test Requirements Matrix for LVT(1)

October 22, 2009

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Text	5 pages

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T: Test
I: Inspection

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T: Test
I: Inspection

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T: Test
I: Inspection

SSS SECTION REFERENCE	TITLE	Verification Method
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T: Test
I: Inspection

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T: Test
I: Inspection

ATTACHMENT J **10/22/09**

Acceptance Test Requirements Matrix for LVT(2)/(11)

October 22, 2009

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I: Inspection

SSS SECTION REFERENCE	TITLE	Verification Methods
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I: Inspection

SSS SECTION REFERENCE	TITLE	Verification Methods
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T: Test
I: Inspection

SSS SECTION REFERENCE	TITLE	Verification Methods
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T: Test
I: Inspection

Acceptance Test Requirements Matrix for LVT(3)

October 22, 2009

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T: Test
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SSS SECTION REFERENCE	TITLE	Verification Method
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T: Test
I: Inspection

Acceptance Test Requirements Matrix for Terminals Executing NSIO and NCP Software

October 27, 2009

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T: Test
I: Inspection

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T: Test
I: Inspection

SSS SECTION REFERENCE	TITLE	Verification Method
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T: Test
I: Inspection

SSS SECTION REFERENCE	TITLE	Verification Method
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3.3.4 c.		I

T: Test
I: Inspection

1. The instructions for preparation of each data item in the CDRL (DD Form 1423-1) are given on individual Data Item Descriptions (DIDs), DD Forms 1664. DIDs may be found on the Defense Standardization Program Web site at http://www.dsp.dla.mil. The DID revision current at time of contract award shall be used, unless otherwise noted. In some cases the CDRL contains additional instructions for preparation of data items. Where these additional instructions are extensive, backup sheets are utilized. All the instructions contained in the CDRL forms or on the backup sheets are directive on the contractor. CDRL Revisions will be issued on a page-by-page basis.

2. The contractor shall collect, prepare and distribute the data in accordance with the CDRL or as called for by FAR and FAR Supplement clauses of the contract. This will be done by the most economical method, within the requirements of the contract.

3. The data items in the CDRL are cross-referenced to the associated work statement tasks under which the basic information is generated. “Contract Reference” will be Statement of Work paragraph numbers unless annotated otherwise. When new delivery orders are placed utilizing existing CDRLs, the “contract references” block do not need to be updated.

4. Transmittal documents must clearly identify the document(s) delivered and must also be sequentially numbered within CDRL Sequence Number(s), i.e., the third delivery of CDRL Sequence Number A001 shall be identified as A001-003. Transmittal documents shall also specify the delivery order requiring the delivery. Each item delivered under the same CDRL number shall be separately sequenced. Final delivery of each data item shall also be annotated on the transmittal document.

5. For all data items requiring Government approval, the contractor shall deliver a final version within 30 days after receipt of Government comments (DARGC) unless otherwise noted on the individual DD Forms 1423. The Government’s response may take the form of approval, approval-with-comments or comments. The following definitions apply:

Approval:	The data submission is acceptable as submitted.
Approval-With-Comments:	The data submission will be acceptable when Government comments are satisfactorily incorporated.
Comments:	The data submission is deficient in scope, format, technical content and/or intelligibility and requires rework. The data submission will not be considered for further action by the Government until the comments are adequately incorporated.

6. The contractor shall use distribution and control markings as follows:

a. The following Distribution Statement shall be used on all data deliverables except as noted on the individual DD Form 1423 or as required by b. below:

DISTRIBUTION STATEMENT: Distribution of this document is limited to the Ministries of Defense (MODs) of France, Germany, Italy and Spain; the US DoD; and their contractors only in order to control critical technology. Other requests for this document shall be referred to the MIDS International Program Office, Joint Program Executive Office, Joint Tactical Radio System (JPEO JTRS MIDS IPO); 33050 Nixie Way, San Diego, CA 92147-5416.

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DISTRIBUTION STATEMENT: Distribution of this document is limited to the United States Department of Defense and US DoD contractors only in order to control critical technology. Other requests for this document shall be referred to the MIDS Program Office, Joint Program Executive Office, Joint Tactical Radio System (JPEO JTRS MPO); 33050 Nixie Way, San Diego, CA 92147-5416.

c. The following Warning shall be used on all data deliverables that are determined to contain export-controlled technical data:

WARNING — This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. Seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et. Seq. Violations of these export laws are subject to severe criminal penalties.

d. In addition to any other required distribution or control markings, all unclassified data deliverables shall be marked in accordance with DoD 5200.1R with the following:

FOR OFFICIAL USE ONLY

7. The contractor may deliver CDRL items early except that CDRL items with an established as-of date shall not be delivered prior to the as-of date as established by the DD Form 1423, Block 11. Delivery dates stipulated are for receipt at the destination.

8. All CDRL items identified on the DD Form 1423 as Joint CDRL items require signature by each participating contractor prior to submittal to the Government. Only one of the participating contractors is required to submit the data item; however, the contractor that is not submitting the data item shall provide a transmittal letter referencing the submittal by the contractor providing the data item.

9. Data shall be delivered in digital format. The preferred method for this delivery shall be via the Program Office’s data Web sites for unclassified data, and SIPRNET for classified data. If SIPRNET account is not yet approved, classified data shall be delivered via mail in digital format on portable electronic media. A scanned electronic image of the signed, formal delivery letter and all signature pages for all deliveries shall be included in the data delivery. Data provided in hard copy format or on portable digital media shall be delivered to the following addressees:

Unclassified Mailing Address:

JPEO JTRS MIDS PMO
Attn: John Foran (317I)
33050 Nixie Way
San Diego, CA 92147-5416

Classified Mailing Address*:

Commanding Officer,

SPAWARSYSCEN, Code D0355

53560 Hull St.
San Diego, CA 92152-5410
(619) 553-4926

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* The unclassified mailing address shall be put on the inside wrapping of the classified mailing.

10. Data items delivered in digital format on portable electronic media shall be provided on CD-ROM.

11. Digitally formatted data deliveries shall be provided in PDF or XML format. For two dimensional drawings, illustrations, and schematics, the digital formats shall be “Vector (CGM, SVG)” for new products and “Raster (TIFF, BMP, JPEG, PNG)” for existing data products. Native format files will be supplied to the Government upon request or if specified in the DD Form 1423. With the exception of specific types of technical drawings and databases, the preferred native file format for most deliveries is in the latest commonly available version of MS Office (MS Word for text and tables, MS Excel format for spreadsheets and MS Power Point for presentations).

12. With the exception of specific types of technical drawings, the contractor shall use U.S. A-size paper for formatting of all data items.

EXHIBIT “A”   MIDS LVT CDRLs

CONTRACT DATA REQUIREMENTS LIST (CDRL) (1 Data Item)	Form Approved OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.	**B. EXHIBIT**	**C. CATEGORY:**
0010, 2010, 3010, 4010, 5010	A	**TDP** ____ **TM** ____ OTHER MGMT

D. SYSTEM/ITEM	**E. CONTRACT/PR NO.**	**F. CONTRACTOR**
MIDS-LVT AN/USQ-140(V) (C)	N00039-10-D-0032	VIASAT INC.

1. DATA ITEM NO.	**2. TITLE OF DATA ITEM**	**3. SUBTITLE**	**17. PRICE GROUP**
A001	TEST PROCEDURE	RADIO TERMINAL SET ACCEPTANCE TEST PROCEDURE (ATP)	

4. AUTHORITY *(Data Acquisition Document No.)*	**5. CONTRACT REFERENCE**	**6. REQUIRING OFFICE**	**18. ESTIMATED TOTAL PRICE**
DI-NDTI-80603A (SEE BLK 16)	SOW 3.2.1	JPEO JTRS MIDS PMO	

7. DD 250 REQ	**9. DIST STATEMENT REQUIRED**	**10. FREQUENCY**	**12. DATE OF FIRST SUBMISSION**
LT	SEE BLK 16	OTIME	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**
A			

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4. ALL ACCEPTANCE TEST REQUIREMENTS IN ATTACHMENTS I, J OR K SHALL BE MAPPED TO THE SPECIFIC TEST PROCEDURES USED FOR VERIFICATION.

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. 90 DAYS PRIOR TO START OF ACCEPTANCE TESTING.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN , DATA MANAGER	30 SEP 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL) (1 Data Item)	*Form Approved OMB No. 0704-0188*

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010	**B. EXHIBIT** A	**C. CATEGORY:** **TDP** ____ **TM** ____ OTHER MGMT
D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)	**E. CONTRACT/PR NO.** N00039-10-D-0032	**F. CONTRACTOR** VIASAT INC.
1. DATA ITEM NO. A002	**2. TITLE OF DATA ITEM** TEST PROCEDURE	**3. SUBTITLE** LRU/SRU ACCEPTANCE TEST PROCEDURE (ATP)
4. AUTHORITY *(Data Acquisition Document No.)* DI-NDTI-80603A	**5. CONTRACT REFERENCE** SOW 3.2.2, 3.2.3	**6. REQUIRING OFFICE** JPEO JTRS MIDS PMO

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT	**9. DIST STATEMENT REQUIRED** SEE BLK 16	**10. FREQUENCY** OTIME	**12. DATE OF FIRST SUBMISSION** SEE BLK 16
8. APP CODE A		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
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15. TOTAL →		1	

16. REMARKS

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. 90 DAYS PRIOR TO START OF ACCEPTANCE TESTING.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN , DATA MANAGER	30 Sep 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010
B. EXHIBIT A
C. CATEGORY: **TDP** ____ **TM** ____ **OTHER** **MGMT**

D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)
E. CONTRACT/PR NO. N00039-10-D-0032
F. CONTRACTOR VIASAT INC.

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM METRICS REPORT
3. SUBTITLE MIDS LVT PROD RPT

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)* SEE BLK 16
5. CONTRACT REFERENCE SOW 3.4.7
6. REQUIRING OFFICE JPEO JTRS MIDS PMO

7. DD 250 REQ LT
8. APP CODE
9. DIST STATEMENT REQUIRED SEE BLK 16
10. FREQUENCY MTHLY
11. AS OF DATE 0
12. DATE OF FIRST SUBMISSION SEE BLK 16
13. DATE IF SUBSEQUENT SUBM. NLT 15 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4. CONTRACTOR FORMAT IS ACCEPTABLE. THE METRICS REPORT SHALL INCLUDE THE FOLLOWING AT A MINIMUM:

- FIRST TIME TEST YIELDS ON EACH SRU AND TERMINAL
- STE DOWNTIME
- NUMBER OF SRUS RETURNED FOR REWORK
- WORK IN INEVNTORY
- WORK IN PROGRESS
- NUMBER OF ESS CYCLES PERFOMED ON EACH ACCEPTED TERMINAL

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. NO LATER THAN 15 DAYS AFTER THE END OF THE MONTH THAT THE FIRST TERMINAL IS DELIVERED

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN , DATA MANAGER
H. DATE 30 Sep 2009
I. APPROVED BY DAVID FELKER, COR
J. DATE 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010
B. EXHIBIT A
C. CATEGORY: **TDP** ____ **TM** ____ **OTHER** **MGMT**

D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)
E. CONTRACT/PR NO. N00039-10-D-0032
F. CONTRACTOR VIASAT INC.

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM HAZARDOUS MATERIAL SUMMARY REPORT
3. SUBTITLE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (*Data Acquisition Document No.*) DI-ILSS-81168A (See Blk 16)
5. CONTRACT REFERENCE SOW 3.5
6. REQUIRING OFFICE JPEO JTRS MIDS PMO

7. DD 250 REQ LT
8. APP CODE A
9. DIST STATEMENT REQUIRED SEE BLK 16
10. FREQUENCY SEE BLK 16
11. AS OF DATE
12. DATE OF FIRST SUBMISSION SEE BLK 16
13. DATE IF SUBSEQUENT SUBM. SEE BLK 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4. REPLACE PARAGRAPH 3.1 WITH “THIS REPORT CONTAINS A LISTING OF ALL HAZARDOUS MATERIALS USED IN, SUPPLIED WITH, OR REQUIRED TO SUPPORT A SYSTEM/EQUIPMENT. IT SHALL INCLUDE JUSTIFICATION FOR THE USE OF HAZARDOUS MATERIALS. THE SUMMARY IS USED TO ELIMINATE OR REDUCE IDENTIFIED HAZARDOUS MATERIAL DURING THE DESIGN PROCESS.”

REPLACE PARAGRAPH 7.1 WITH “THIS DATA ITEM DESCRIPTION (DID) CONTAINS THE FORMAT FOR THE DATA AS REQUIRED BY THE CONTRACT. A MATERIAL SAFETY DATA SHEET (MSDS) (OSHA FORM 174) SHALL BE SUBMITTED FOR ALL MATERIAL LISTED ON THE HAZARDOUS MATERIAL SUMMARY REPORT.”

REPLACE PARAGRAPH 10.2 WITH “FORMAT. CONTRACTOR FORMAT IS ACCEPTABLE.” DELETE PARAGRAPHS 10.3, 10.3.1, AND 10.3.2.

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLKS 10/12/13. AS REQUIRED. THE REPORT SHALL BE SUBMITTED WITH MSDS’ ATTACHED FOR ALL HAZARDOUS MATERIALS LISTED AS THEY ARE IDENTIFIED.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN, DATA MANAGER
H. DATE 30 Sep 2009
I. APPROVED BY DAVID FELKER, COR
J. DATE 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL) *(1 Data Item)*	*Form Approved OMB No. 0704-0188*

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

A. CONTRACT LINE ITEM NO.	**B. EXHIBIT**	**C. CATEGORY:**
0010, 2010, 3010, 4010, 5010	A	**TDP ____ TM ____ OTHER MGMT**

D. SYSTEM/ITEM	**E. CONTRACT/PR NO.**	**F. CONTRACTOR**
MIDS-LVT AN/USQ-140(V) (C)	N00039-10-D-0032	VIASAT INC.

1. DATA ITEM NO.	**2. TITLE OF DATA ITEM**	**3. SUBTITLE**
A005	DATABASE DESIGN DESCRIPTION	CONTRACTOR DATABASE

4. AUTHORITY (*Data Acquisition Document No.*)	**5. CONTRACT REFERENCE**	**6. REQUIRING OFFICE**
DI-IPSC-81437A	SOW 3.7.2.1, 3.7.3	JPEO JTRS MIDS PMO

7. DD 250 REQ	**9. DIST STATEMENT REQUIRED**	**10. FREQUENCY**	**12. DATE OF FIRST SUBMISSION**
LT		BI-WE	1 DARP
8. APP CODE	SEE BLK 16	**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**
		0	1 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN, DATA MANAGER	30 Sep 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL) *(1 Data Item)*	*Form Approved OMB No. 0704-0188*

A. CONTRACT LINE ITEM NO. 1001	**B. EXHIBIT** A	**C. CATEGORY:** **TDP** X **TM** ____ **OTHER**
D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)	**E. CONTRACT/PR NO.** N00039-10-D-0032	**F. CONTRACTOR** VIASAT INC.
1. DATA ITEM NO. A006	**2. TITLE OF DATA ITEM** TECHNICAL DATA PACKAGE	**3. SUBTITLE**
4. AUTHORITY (*Data Acquisition Document No.*) SEE BLK 16	**5. CONTRACT REFERENCE** SOW 3.9.2	**6. REQUIRING OFFICE** JPEO JTRS MIDS PMO

7. DD 250 REQ DD	**9. DIST STATEMENT REQUIRED** SEE BLK 16	**10. FREQUENCY** OTIME	**12. DATE OF FIRST SUBMISSION** SEE BLK 16	**14. DISTRIBUTION**
8. APP CODE		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**	

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4.
DI-SESS-81000C - PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS
DI-SESS-81004C - SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/MODELS AND ASSOCIATED LISTS
DI-SESS-81008C - SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS
SEE TDP SELECTION WORKSHEET ATTACHED.

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. DUE NLT 30 DAYS AFTER OPTION IS EXERCISED.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN, DATA MANAGER	30 Sep 2009	DAVID FELKER, COR	30 Sep 2009

<table>
<tr><td colspan="8">TDP OPTION SELECTION WORKSHEET
PRODUCT DRAWINGS AND ASSOCIATED LISTS</td></tr>
<tr><td colspan="2">A. CONTRACT NO.
N00039-10-D-0032</td><td colspan="3">B. EXHIBIT/ATTACHMENT NO.
A</td><td>C. CLIN
1001</td><td colspan="2">D. CDRL DATA ITEM NO.
A006</td></tr>
<tr><td colspan="8">1. DELIVERABLE PRODUCT (X and complete as applicable.)</td></tr>
<tr><td></td><td colspan="7">a. ORIGINALS (Specify current design activity's full size reproducible drawing or digital data file(s) on which is kept the revision record as official)(Identify specification, type, grade and class, etc.)</td></tr>
<tr><td></td><td colspan="7">b. REPRODUCTIONS (Identify specifications, type, grade and class, etc., and quantity of each)</td></tr>
<tr><td>X</td><td colspan="7">c. DIGITAL DATA (Identify specification, exchange media, etc. and specify original (master) or copy) SEE BLK 9</td></tr>
<tr><td colspan="8">2. CAGE CODE AND DOCUMENT NUMBERS (X ONE)</td></tr>
<tr><td>X</td><td colspan="7">a. CONTRACTOR</td></tr>
<tr><td></td><td colspan="7">b. GOVERNMENT Complete (1) and (2) or (3)</td></tr>
<tr><td colspan="2">(1) Use CAGE Code</td><td colspan="3">(2) Use Document Numbers</td><td colspan="3">(3) To Be Assigned By:</td></tr>
<tr><td colspan="8">3. DRAWING FORMATS AND DRAWING FORMS (X one and complete as applicable)</td></tr>
<tr><td>X</td><td colspan="7">a. CONTRACTOR FORMATS. Forms to be supplied by contractor.</td></tr>
<tr><td></td><td colspan="7">b. GOVERNMENT FORMATS. Forms to be supplied by Contractor. Samples supplied by (Specify)</td></tr>
<tr><td></td><td colspan="7">c. GOVERNMENT FORMATS. Forms to be supplied as Government Furnished Material by (Specify)</td></tr>
<tr><td colspan="8">4. TYPES OF DRAWINGS SELECTION (X one)</td></tr>
<tr><td></td><td colspan="3">a. CONTRACTOR SELECTS</td><td>X</td><td colspan="3">b. GOVERNMENT SELECTS (Specify)
Use ASME Y14.24 Drawing Types</td></tr>
<tr><td colspan="8">5. ASSOCIATED LISTS (X and complete as applicable)</td></tr>
<tr><td>X</td><td>a. PARTS LIST (X one)</td><td></td><td colspan="2">(1) Integral</td><td>X</td><td colspan="2">(2) Separate</td></tr>
<tr><td>X</td><td>b. DATA LISTS (X one)</td><td></td><td colspan="2">(1) Not Required</td><td>X</td><td colspan="2">(2) Required to SRU level</td></tr>
<tr><td>X</td><td>c. INDEX LISTS (X one)</td><td></td><td colspan="2">(1) Not Required</td><td>X</td><td colspan="2">(2) Required at Terminal level</td></tr>
<tr><td>X</td><td>d. WIRING LISTS (X one)</td><td></td><td colspan="2">(1) Not Required</td><td>X</td><td colspan="2">(2) Required as required for assemblies</td></tr>
<tr><td>X</td><td>e. INDENTURED DATA LISTS (X one)</td><td></td><td colspan="2">(1) Not Required</td><td>X</td><td colspan="2">(2) Required at Top Assembly level</td></tr>
<tr><td></td><td>f. APPLICATION LISTS (X one)</td><td>X</td><td colspan="2">(1) Not Required</td><td></td><td colspan="2">(2) Required</td></tr>
<tr><td colspan="8">6. DETAILS (X one)</td></tr>
<tr><td></td><td colspan="3">a. MULTIDETAIL DRAWINGS PERMITTED</td><td>X</td><td colspan="3">b. MONODETAIL DRAWINGS MANDATORY</td></tr>
<tr><td colspan="8">7. VENDOR SUBSTANTIATION DATA (X one)</td></tr>
<tr><td>X</td><td>a. NOT REQUIRED</td><td></td><td></td><td></td><td>B. REQUIRED</td><td></td><td></td></tr>
<tr><td colspan="8">8. APPLICABILITY OF STANDARDS. The following Standards apply; (X as applicable)</td></tr>
<tr><td>X</td><td>a. ASME Y14.100M ENGINEERING DRAWING PRACTICES (COMMERCIAL)</td><td></td><td>b. MIL-STD-100 ENGINEERING DRAWING PRACTICES</td><td>X</td><td>c. ASME Y14.34M, ASSOCIATED LISTS</td><td></td><td>d. EXISTING STANDARDS DO NOT APPLY</td></tr>
<tr><td colspan="8">9. OTHER TAILORING (Attach additional sheets as necessary)

Block 1.c. The Contractor shall deliver the drawings in the native file format and in digital CALS Type 4 Raster image files (JEDMICS), per MIL-PRF-28002C, on Compact Optical Media IAW ISO 9660 and Compact Disc Exchange (CDEX) requirements. Text type documents, such as, but not limited to, specifications, vendor item and specification control documents, drawings and lists shall be provided in Portable Document Format (pdf). To take advantage of the latest in digital media technology, final media decisions shall be made at the time of delivery by the requiring office identified in Block 6 of the CDRL. Transfer media shall be marked and labeled, and comply with the interface requirements of MIL-STD-1840.</td></tr>
</table>

CONTRACT DATA REQUIREMENTS LIST (CDRL) (1 Data Item)	*Form Approved OMB No. 0704-0188*

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A. CONTRACT LINE ITEM NO.	0010, 2010, 3010, 4010, 5010
B. EXHIBIT	A
C. CATEGORY:	**TDP** ____ **TM** ____ **OTHER** **MGMT**
D. SYSTEM/ITEM	MIDS-LVT AN/USQ-140(V) (C)
E. CONTRACT/PR NO.	N00039-10-D-0032
F. CONTRACTOR	VIASAT INC.
1. DATA ITEM NO.	A007
2. TITLE OF DATA ITEM	TEST PROCEDURE
3. SUBTITLE	REGRESSION VERIFICATION PROCEDURE (RVP)
17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	
4. AUTHORITY (*Data Acquisition Document No.*)	DI-NDTI-80603A
5. CONTRACT REFERENCE	SOW 3.9.3.1.1
6. REQUIRING OFFICE	JPEO JTRS MIDS PMO
7. DD 250 REQ	LT
8. APP CODE	A
9. DIST STATEMENT REQUIRED	SEE BLK 16
10. FREQUENCY	ASREQ
11. AS OF DATE	
12. DATE OF FIRST SUBMISSION	SEE BLK 16
13. DATE IF SUBSEQUENT SUBM.	SEE BLK 16

16. REMARKS

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLKS 12. AND 13. 60 DAYS PRIOR TO START OF EACH VERIFICATION ALONG WITH THE APPLICABLE CLASS I ECP (CDRL A009 OR A011).

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN , DATA MANAGER	30 Sep 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)

(1 Data Item)

Form Approved OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010

B. EXHIBIT A

C. CATEGORY: **TDP** ____ **TM** ____ **OTHER** **MGMT**

D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)

E. CONTRACT/PR NO. N00039-10-D-0032

F. CONTRACTOR VIASAT INC.

1. DATA ITEM NO. A008

2. TITLE OF DATA ITEM TEST/INSPECTION REPORT

3. SUBTITLE REGRESSIVE VERIFICATION REPORT (RVR)

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (*Data Acquisition Document No.*) DI-NDTI-80809B

5. CONTRACT REFERENCE SOW 3.9.3.1.1

6. REQUIRING OFFICE JPEO JTRS MIDS PMO

7. DD 250 REQ LT

8. APP CODE

9. DIST STATEMENT REQUIRED SEE BLK 16

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF FIRST SUBMISSION SEE BLK 16

13. DATE IF SUBSEQUENT SUBM.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. DELIVER REPORT NLT 30 DAYS AFTER COMPLETION OF VERIFICATION.

G. PREPARED BY JOHN FORAN , DATA MANAGER

H. DATE 30 Sep 2009

I. APPROVED BY DAVID FELKER, COR

J. DATE 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010
B. EXHIBIT A
C. CATEGORY: **TDP** ____ **TM** ____ **OTHER** **MGMT**

D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)
E. CONTRACT/PR NO. N00039-10-D-0032
F. CONTRACTOR VIASAT INC.

1. DATA ITEM NO. A009
2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL (ECP)
3. SUBTITLE ENGINEERING CHANGE PROPOSAL (ECP), CLASS I CCB APPROVABLE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (*Data Acquisition Document No.*) DI-CMAN-80639C (SEE BLK 16)
5. CONTRACT REFERENCE SOW 3.9.3.1.1.1
6. REQUIRING OFFICE JPEO JTRS MIDS PMO

7. DD 250 REQ LT
8. APP CODE SEE BLK 16
9. DIST STATEMENT REQUIRED SEE BLK 16
10. FREQUENCY OTIME
11. AS OF DATE
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13. DATE IF SUBSEQUENT SUBM.

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15. TOTAL →		1	

16. REMARKS

BLK 4. REVISE DID REQUIREMENTS ITEM 2. FORMAT AND CONTENT: REPLACE " ... SHALL BE PREPARED IN CONTRACTOR FORMAT. " WITH " ... SHALL BE PREPARED USING GOVERNMENT ECP DD FORM 1692 , ALL APPLICABLE PAGES."

BLK 8. THIS DATA ITEM IS SUBMITTED FOR INFORMATIONAL PURPOSES AND THE ECP REQUIRES MIDS IPO CCB ACTION.

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. 90 DARO.
- - SUBMIT ECP/NOR TO EMS/CMS
- - RESOLVE COMMENTS FROM MIDS IPO, VENDORS AND PLATFORMS
- - IF REQUESTED BY THE GOVERNMENT, SUBMIT A CORRECTED ECP/NOR TO EMS/CMS
- - AFTER RECEIVING GOVERNMENT REQUEST FOR A FORMAL ECP, SUBMIT FORMAL ECP/NOR TO EMS/CDRL WITHIN 7 DAYS

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN , DATA MANAGER
H. DATE 30 SEP 2009
I. APPROVED BY DAVID FELKER, COR
J. DATE 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010
B. EXHIBIT A
C. CATEGORY: **TDP** ____ **TM** ____ OTHER MGMT

D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)
E. CONTRACT/PR NO. N00039-10-D-0032
F. CONTRACTOR VIASAT INC.

1. DATA ITEM NO. A010
2. TITLE OF DATA ITEM NOTICE OF REVISION (NOR)
3. SUBTITLE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)* DI-CMAN-80642C (SEE BLK 16)
5. CONTRACT REFERENCE SOW 3.9.3.1.1.1
6. REQUIRING OFFICE JPEO JTRS MIDS PMO

7. DD 250 REQ LT
8. APP CODE
9. DIST STATEMENT REQUIRED SEE BLK 16
10. FREQUENCY OTIME
11. AS OF DATE
12. DATE OF FIRST SUBMISSION SEE BLK 16
13. DATE IF SUBSEQUENT SUBM.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4. REVISE DID REQUIREMENT ITEM 2. FORMAT AND CONTENT: REPLACE ".... SHALL BE PREPARED IN CONTRACTOR FORMAT." WITH "... SHALL BE PREPARED USING GOVERNMENT NOR DD FORM 1695."

THE GOVERNMENT DD FORM 1695 SHALL BE USED AT MINIMUM AS PAGE 1. CONTINUATION PAGES MAY BE DEVELOPED BY THE CONTRACTOR. CONTINUATION PAGES SHALL MAINTAIN SIMILAR FORMAT TO CONTAIN AT A MINIMUM THE PAGE NUMBER, NOR NUMBER, ASSOCIATED ECP NUMBER AFFECTED DOCUMENT IDENTIFICATION, AND THE DETAILED DESCRIPTION OF DOCUMENT CHANGES. NO SIGNTURE BLOCKS ARE REQUIRED ON CONTINUATION PAGES.

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. SUBMIT NORS IN CONJUNCTION WITH EACH CCB APPROVABLE ECP (A009).

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN , DATA MANAGER
H. DATE 30 SEP 2009
I. APPROVED BY DAVID FELKER, COR
J. DATE 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)

(1 Data Item)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010	**B. EXHIBIT** A	**C. CATEGORY:** **TDP** ____ **TM** ____ OTHER MGMT
D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)	**E. CONTRACT/PR NO.** N00039-10-D-0032	**F. CONTRACTOR** VIASAT INC.
1. DATA ITEM NO. A011	**2. TITLE OF DATA ITEM** ENGINEERING CHANGE PROPOSAL (ECP)	**3. SUBTITLE** ECP, CLASS I, NON-APPROVABLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-CMAN-80639C (SEE BLK 16)	**5. CONTRACT REFERENCE** SOW 3.9.3.1.1.2	**6. REQUIRING OFFICE** JPEO JTRS MIDS PMO

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT	**9. DIST STATEMENT REQUIRED** SEE BLK 16	**10. FREQUENCY** ASREQ	**12. DATE OF FIRST SUBMISSION** ASREQ
8. APP CODE		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4. REVISE DID REQUIREMENTS ITEM 2. FORMAT AND CONTENT: REPLACE "...SHALL BE PREPARED IN CONTRACTOR FORMAT." WITH "...SHALL BE PREPARED USING GOVERNMENT ECP DD FORM 1692, ALL APPLICABLE PAGES."

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN , DATA MANAGER	**H. DATE** 30 SEP 2009	**I. APPROVED BY** DAVID FELKER, COR	**J. DATE** 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL) (1 Data Item)	*Form Approved OMB No. 0704-0188*

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0010, 2010, 3010, 4010, 5010	A	TDP ____ TM ____ OTHER MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
MIDS-LVT AN/USQ-140(V) (C)	N00039-10-D-0032	VIASAT INC.

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A012	ENGINEERING CHANGE PROPOSAL (ECP)	ENGINEERING CHANGE PROPOSAL (ECP), CLASS II	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-CMAN-80639C (SEE BLK 16)	SOW 3.9.3.1.2	JPEO JTRS MIDS PMO	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	ASREQ
8. APP CODE		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**

16. REMARKS

BLK 4. REVISE THE REQUIREMENTS OF THE DID AS FOLLOWS:
IN SECOND PARAGRAPH UNDER " USE RELATIONSHIPS:" REMOVE THE SECOND AND THIRD SENTENCES, AS THEY DO NOT APPLY TO THE CONTRACTOR CLASS II CHANGE. REMOVE: " THIS DID IS USED IN CONJUNCTION WITH A NOTICE OF REVISION (NOR) (DI-CMAN-80642B). A REQUIREMENT FOR NORS SHOULD BE CONTRACTUALLY IMPOSED IN CONJUNCTION WITH THIS DID."

CONTRACTOR INTERNAL ENGINEERING CHANGE FORMAT IS ACCEPTABLE PER DID REQUIEMENTS ITEM 2. ADDITIONALLY, THE DELIVERED FORM IS NOT REQUIRED TO BE CALLED AN ECP - THE CONTRACTOR CHANGE DOCUMENT TITLE IS ALSO ACCEPTABLE EXAMPLE: EO, ECO, ECN ...).

BLK 9, 14. SEE CDRL GENERAL INSTRUCTIONS.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
JOHN FORAN , DATA MANAGER	30 SEP 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010

B. EXHIBIT A

C. CATEGORY: **TDP** ____ **TM** ____ **OTHER** **MGMT**

D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)

E. CONTRACT/PR NO. N00039-10-D-0032

F. CONTRACTOR VIASAT INC.

1. DATA ITEM NO. A013

2. TITLE OF DATA ITEM REQUEST FOR DEVIATION (RFD)

3. SUBTITLE

4. AUTHORITY *(Data Acquisition Document No.)* DI-CMAN-80640C (SEE BLK 16)

5. CONTRACT REFERENCE SOW 3.9.3.2

6. REQUIRING OFFICE JPEO JTRS MIDS PMO

7. DD 250 REQ LT

8. APP CODE A

9. DIST STATEMENT REQUIRED SEE BLK 16

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF FIRST SUBMISSION ASREQ

13. DATE IF SUBSEQUENT SUBM.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 4. REVISE DID REQUIREMENTS ITEM 2. FORMAT AND CONTENT: REPLACE “...SHALL BE PREPARED IN CONTRACTOR FORMAT.” WITH “...SHALL BE PREPARED USING GOVERNMENT ECP DD FORM 1694.”

BLKS 9, 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN , DATA MANAGER

H. DATE 30 Sep 2009

I. APPROVED BY DAVID FELKER, COR

J. DATE 30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010	**B. EXHIBIT** A	**C. CATEGORY:** **TDP** ____ **TM** ____ **OTHER** **MGMT**
D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)	**E. CONTRACT/PR NO.** N00039-10-D-0032	**F. CONTRACTOR** VIASAT INC.
1. DATA ITEM NO. A014	**2. TITLE OF DATA ITEM** CONFIGURATION STATUS ACCOUNTING INFORMATION	**3. SUBTITLE** CONFIGURATION MANAGEMENT ACCOUNTING REPORT (CMAR)
4. AUTHORITY (*Data Acquisition Document No.*) DI-CMAN-81253A	**5. CONTRACT REFERENCE** SOW 3.9.4.1	**6. REQUIRING OFFICE** JPEO JTRS MIDS PMO

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT	**9. DIST STATEMENT REQUIRED** SEE BLK 16	**10. FREQUENCY** SEMIA	**12. DATE OF FIRST SUBMISSION** 30 DAEOQ
8. APP CODE		**11. AS OF DATE** 0	**13. DATE IF SUBSEQUENT SUBM.** 30 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 9, 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN , DATA MANAGER	30 Sep 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)

(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010	**B. EXHIBIT** A	**C. CATEGORY:** **TDP** ____ **TM** ____ **OTHER** **MGMT**
D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)	**E. CONTRACT/PR NO.** N00039-10-D-0032	**F. CONTRACTOR** VIASAT INC.
1. DATA ITEM NO. A015	**2. TITLE OF DATA ITEM** AS BUILT CONFIGURATION LIST (ABCL)	**3. SUBTITLE** CONFIGURATION DATA INFORMATION
4. AUTHORITY (*Data Acquisition Document No.*) DI-CMAN-81516	**5. CONTRACT REFERENCE** SOW 3.9.4.2	**6. REQUIRING OFFICE** JPEO JTRS MIDS PMO

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT	**9. DIST STATEMENT REQUIRED** SEE BLK 16	**10. FREQUENCY** OTIME	**12. DATE OF FIRST SUBMISSION** SEE BLK 16	**14. DISTRIBUTION**
8. APP CODE		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**	

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 9. SEE CDRL GENERAL INSTRUCTIONS.

BLK 12. CONCURRENT WITH EACH DELIVERY OF A CONFIGURATION ITEM TO THE GOVERNMENT.

BLK 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**
JOHN FORAN , DATA MANAGER	30 Sep 2009	DAVID FELKER, COR	30 Sep 2009

CONTRACT DATA REQUIREMENTS LIST (CDRL)
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

A. CONTRACT LINE ITEM NO. 0010, 2010, 3010, 4010, 5010	**B. EXHIBIT** A	**C. CATEGORY:** **TDP** ____ **TM** ____ **OTHER** **MGMT**
D. SYSTEM/ITEM MIDS-LVT AN/USQ-140(V) (C)	**E. CONTRACT/PR NO.** N00039-10-D-0032	**F. CONTRACTOR** VIASAT INC.
1. DATA ITEM NO. A016	**2. TITLE OF DATA ITEM** DATA ACCESSION LIST (DAL)	**3. SUBTITLE**
4. AUTHORITY (*Data Acquisition Document No.*) DI-MGMT-81453A	**5. CONTRACT REFERENCE** SOW 3.10.1	**6. REQUIRING OFFICE** JPEO JTRS MIDS PMO

7. DD 250 REQ LT	**9. DIST STATEMENT REQUIRED** SEE BLK 16	**10. FREQUENCY** ANNLY	**12. DATE OF FIRST SUBMISSION** 90 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE IF SUBSEQUENT SUBM.**

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLK 16		1	
15. TOTAL →		1	

16. REMARKS

BLK 9, 14. SEE CDRL GENERAL INSTRUCTIONS.

G. PREPARED BY JOHN FORAN , DATA MANAGER	**H. DATE** 30 Sep 2009	**I. APPROVED BY** DAVID FELKER, COR	**J. DATE** 30 Sep 2009

Exhibit 21.1

Subsidiaries of ViaSat

1. ViaSat Worldwide Limited, a Delaware corporation.
2. ViaSat China Services, Inc., a Delaware corporation
3. ViaSat Australia PTY Limited, an Australian corporation
4. ViaSat Canada Company, a Nova Scotia unlimited liability company
5. ViaSat Europe S.r.l., an Italian limited liability company
6. ViaSat India Pvt. Ltd., an Indian private limited company
7. ViaSat Peru, S.R.L., a Peruvian entity
8. ViaSat, Inc., Limitada, a Chilean LLP
9. ViaSat Stimulus, LLC., a Delaware LLC
10. Satellite Broadband ARRA Application, LLC., a Delaware LLC
11. ViaSat-1 Holdings, LLC., a Delaware LLC
12. JAST, S.A., a Swiss corporation
13. ViaSat (IOM) Limited, an Isle of Man limited company
14. IOM Licensing Holding Company Limited, an Isle of Man limited company
15. ViaSat Satellite Ventures Holdings Luxembourg S.a.r.l., a Luxembourg private limited company
16. ViaSat Satellite Ventures Holdings France SAS, a societe par actions simplifee.
17. Softswitch LLC., a Delaware limited liability company.
18. ViaSat Credit Corp., a Delaware corporation
19. ViaSat Satellite Ventures, LLC., a Delaware limited liability company.
20. VSV I Holdings, LLC., a Delaware limited liability company.
21. VSV II Holdings, LLC., a Delaware limited liability company.
22. ViaSat Satellite Ventures U.S. I, LLC., a Delaware limited liability company.
23. ViaSat Satellite Ventures U.S. II, LLC., a Delaware limited liability company.
24. ViaSat Credit, LLC., a Delaware limited liability company.
25. WildBlue Holding, Inc., a Delaware corporation
26. WildBlue Communications, Inc., a Delaware corporation
27. WB Holdings 1 LLC., a Colorado LLC
28. WildBlue Communications Canada Corp., a Nova Scotia Canada Corp.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (File Nos. 333-143425, 333-85522, 333-74276, 333-135652, 333-141238, 333-159708, 333-165606, and 333-164556) and Form S-8 (File Nos. 333-21113, 333-68757, 333-40396, 333-67010, 333-82340, 333-109959, 333-131377, 333-131382, 333-153828, and 333-160361) of ViaSat, Inc. of our report dated May 28, 2010 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
San Diego, California
May 28, 2010

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark D. Dankberg, Chief Executive Officer of ViaSat, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of ViaSat, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 28, 2010

/s/ MARK D. DANKBERG
Mark D. Dankberg
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ronald G. Wangerin, Chief Financial Officer of ViaSat, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of ViaSat, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 28, 2010

/s/ RONALD G. WANGERIN
Ronald G. Wangerin
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of ViaSat, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(a) the accompanying annual report on Form 10-K of the Company for the fiscal year ended April 2, 2010 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 28, 2010

/s/ MARK D. DANKBERG
Mark D. Dankberg
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of ViaSat, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(a) the accompanying annual report on Form 10-K of the Company for the fiscal year ended April 2, 2010 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 28, 2010

/s/ RONALD G. WANGERIN
Ronald G. Wangerin
Chief Financial Officer