

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON NOVEMBER 22, 1996

REGISTRATION NO. 333-13183

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 3 TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

VIASAT, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

3663
(PRIMARY STANDARD INDUSTRIAL
CLASSIFICATION CODE NUMBER)

33-0174996
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)

2290 COSMOS COURT
CARLSBAD, CALIFORNIA 92009
(619) 438-8099
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,
OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

MARK D. DANKBERG
CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
VIASAT, INC.
2290 COSMOS COURT
CARLSBAD, CALIFORNIA 92009
(619) 438-8099
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,
OF AGENT FOR SERVICE)

COPIES TO:

THOMAS A. EDWARDS, ESQ.
LATHAM & WATKINS
701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101
(619) 236-1234

GREGORY D. MONAHAN, ESQ.
VICE PRESIDENT, CHIEF FINANCIAL
OFFICER
AND GENERAL COUNSEL
VIASAT, INC.
2290 COSMOS COURT
CARLSBAD, CALIFORNIA 92009
(619) 438-8099

GARY APFEL, ESQ.
KAYE, SCHOLER, FIERMAN,
HAYS & HANDLER, LLP
1999 AVENUE OF THE STARS, SUITE 1600
LOS ANGELES, CALIFORNIA 90067
(310) 788-1000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. []

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434,

please check the following box. []

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE(3)
Common Stock, \$.0001 par value.....	2,530,000 shares	\$12.00	\$30,360,000	\$10,469

- (1) Includes 330,000 shares subject to Underwriters' option to cover over-allotments.
- (2) Estimated solely for the purpose of computing the registration fee pursuant to Rule 457 under the Securities Act of 1933.
- (3) Previously paid.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.
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PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following is an itemized statement of expenses incurred in connection with this Registration Statement. All such expenses will be paid by the Company.

Securities and Exchange Commission registration fee.....	\$ 10,469
NASD filing fee.....	3,536
NASDAQ NMS listing fee.....	17,500
Legal fees and expenses.....	250,000
Accounting fees and expenses.....	150,000
Printing and engraving expenses.....	125,000
Blue Sky fees and expenses.....	25,000
Transfer agent and registrar fees.....	15,000
Miscellaneous.....	53,495
Total.....	\$ 650,000

All of the above items are estimates, except the Securities and Exchange Commission registration fee and the NASD filing fee.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The information contained in the Prospectus under the caption "Description of Capital Stock -- Business Combinations, Certain Charter and Bylaw Provisions" is incorporated by reference herein.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

(a) Securities sold.

The following table sets forth the date of sale, title and amount of shares of Common Stock sold by the Company within the past three years which were not registered under the Securities Act:

DATE OF SALE	TITLE	NO. OF SHARES	OFFERING PRICE
03/01/94	Common Stock	140,355	\$ 67,370
10/04/94	Common Stock	111,639	91,544
06/26/95	Common Stock	117,378	159,634
07/01/96	Common Stock	112,941	461,929
		-----	-----
		482,313	\$780,477
		=====	=====

In addition, the Company has granted stock options under the 1993 Stock Option Plan since such plan's inception. For a description of these options to employees and directors of the Company, see "Management -- 1993 Stock Option Plan."

(b) Underwriters and other purchasers.

Underwriters were not retained in connection with the sale of any of the Company's currently outstanding securities. All sales were made in private sales to employees or directors of the Company.

(c) Consideration.

The Common Stock was sold by the Company for cash in the amounts set forth in Item 15(a) above.

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(d) Exemption from registration claimed.

The Company relied upon an exemption from registration under Section 4(2) of the Securities Act in connection with each of these transactions. All sales were made through private placements to employees or directors of the Company.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

EXHIBIT NUMBERS	DESCRIPTION OF EXHIBIT
1.1	Form of Underwriting Agreement.(1)
3.1	Amended and Restated Certificate of Incorporation.(1)
3.2	Bylaws.(1)
4.1	Form of Common Stock Certificate.(1)
5.1	Opinion of Latham & Watkins.(1)
10.1	Preferred Stock Purchase Agreement, dated as of June 11, 1986, by and among the Company, Southern California Ventures, Robert W. Johnson and Thomas A. Tisch.(1)
10.2	Shareholders' Agreement, dated June 11, 1986, by and among Southern California Ventures, Robert W. Johnson, Thomas A. Tisch, the Company, Mark D. Dankberg, Steven R. Hart and Mark J. Miller.(1)
10.3	Form of Stock Restriction Agreement by and between the Company and each stockholder of the Company.(1)
10.4	Form of Invention and Confidential Disclosure Agreement by and between the Company and each employee of the Company.(1)
10.5	ViaSat, Inc. 1993 Stock Option Plan (the "1993 Stock Option Plan").(1)
10.6	Form of Incentive Stock Option Agreement under the 1993 Stock Option Plan.(1)
10.7	Form of Nonqualified Stock Option Agreement under the 1993 Stock Option Plan.(1)
10.8	The 1996 Equity Participation Plan of ViaSat, Inc. (the "1996 Equity Participation Plan").(1)
10.9	Form of Incentive Stock Option Agreement under the 1996 Equity Participation Plan.(1)
10.10	Form of Nonqualified Stock Option Agreement under the 1996 Equity Participation Plan.(1)
10.11	The ViaSat, Inc. Employee Stock Purchase Plan.(1)
10.12	ViaSat, Inc. 401(k) Profit Sharing Plan.(1)
10.13	Loan Agreement, dated as of September 15, 1995, by and between the Company and Union Bank.(1)

- 10.14 Business Loan Agreement, dated as of April 5, 1994, as amended, by and between the Company and Scripps Bank.(1)
- 10.15 Equipment Financing Agreement, dated April 28, 1994, by and between the Company and Heritage Leasing Capital.(1)
- 10.16 Equipment Financing Agreement, dated May 13, 1994, by and between the Company and Heritage Leasing Capital.(1)
- 10.17 Equipment Financing Agreement, dated September 19, 1994, by and between the Company and Heritage Leasing Capital.(1)
- 10.18 Equipment Financing Agreement, dated December 6, 1994, by and between the Company and Heritage Leasing Capital.(1)
- 10.19 Sublease, dated as of August 20, 1993, by and between Whittaker Corporation and the Company (2290 Cosmos Court, Carlsbad, California).(1)

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EXHIBIT
NUMBERS

DESCRIPTION OF EXHIBIT

-
- 10.20 Lease Agreement, dated December 8, 1994, by and between The Campus, LLC and the Company (The Campus, Carlsbad, California).(1)
 - 10.21 Lease, dated March 21, 1995, by and between Nagog Development Co. and the Company (125 Nagog Park, Acton, Massachusetts).(1)
 - 10.22 Lease, dated March 8, 1996, by and between Harry and Wendy Brandon and the Company (1900 S. Harbor City Blvd., Melbourne, Florida).(1)
 - 10.23 Basic Ordering Agreement, dated November 8, 1994, as amended, by and between the Company and AT&T acting through its Tridom division.(1)
 - 10.24 Supply & Services Contract, dated June 2, 1996, by and between HCL Comnet Systems and Services Limited and the Company.(1)
 - 10.25 Basic Ordering Agreement Subcontract, dated March 4, 1994, by and between Magnavox Electronic Systems Company and the Company.(2)
 - 10.26 Award/Contract, effective March 29, 1996, as amended, issued by Electronic Systems Center/MCK Air Force Materiel Command, USAF to the Company.(1)
 - 10.27 Award/Contract, effective October 2, 1995, issued by Electronic Systems Center/MCK Air Force Materiel Command, USAF to the Company.(1)
 - 10.28 Award/Contract, effective September 29, 1993, as amended, issued by Information Technology Acquisition Center to the Company.(1)
 - 10.29 Turnkey Agreement, dated August 9, 1996, by and between Hutchison Corporate Access (HK) Limited and the Company.(1)
 - 10.30 Award/Contract, effective July 30, 1991, issued by Electronic Systems Division Air Force Systems Command, USAF to the Company.(1)
 - 10.31 Award/Contract, effective September 27, 1993, as amended, issued by Contracting Officer Naval Research Laboratory to the Company.(1)
 - 10.32 Award Contract, effective September 21, 1994, as amended, issued by Technical Contract Management Office to the Company.(1)
 - 10.33 Fixed Price Contract, dated as of October 18, 1995, by and between the Company and Spectragraphics.(1)
 - 10.34 Commitment Letter, dated October 28, 1996, issued by Union Bank to the Company.(1)
 - 11.1 Statement re computation of per share earnings.(1)
 - 21.1 Subsidiaries.(1)
 - 23.1 Consent of Price Waterhouse LLP.(2)
 - 23.2 Consent of Latham & Watkins (contained in Exhibit 5.1).(1)
 - 24.1 Power of Attorney.(1)
 - 27.1 Financial Data Schedule.(1)

(1) Filed previously.

(2) Filed herewith.

(b) Financial Statement Schedules.

All required information is set forth in the financial statements included in the Prospectus constituting part of this Registration Statement.

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ITEM 17. UNDERTAKINGS.

The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 3 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Carlsbad, State of California, on November 21, 1996.

ViaSat, Inc.

By: /s/ MARK D. DANKBERG

Mark D. Dankberg
Chairman, President and
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 3 to the Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE

TITLE

DATE

/s/ MARK D. DANKBERG

Chairman of the Board,
President and Chief

November 21, 1996

Mark D. Dankberg	Executive Officer (Principal Executive Officer)	
/s/ GREGORY D. MONAHAN* ----- Gregory D. Monahan	Vice President, Chief Financial Officer and General Counsel (Principal Financial Officer and Principal Accounting Officer)	November 21, 1996
/s/ ROBERT W. JOHNSON* ----- Robert W. Johnson	Director	November 21, 1996
/s/ JEFFREY M. NASH* ----- Jeffrey M. Nash	Director	November 21, 1996
/s/ B. ALLEN LAY* ----- B. Allen Lay	Director	November 21, 1996
*By: /s/ MARK D. DANKBERG ----- Mark D. Dankberg Attorney-in-Fact		

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EXHIBIT INDEX

The following exhibits are filed as part of this Form S-1 Registration Statement.

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 - 23.2 Consent of Latham & Watkins (contained in Exhibit 5.1).(1)
 - 24.1 Power of Attorney.(1)
 - 27.1 Financial Data Schedule.(1)

(1) Filed previously.

(2) Filed herewith.

CONFIDENTIAL TREATMENT REQUESTED UNDER 17 C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406. * INDICATES OMITTED MATERIAL THAT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST THAT IS FILED SEPARATELY WITH THE COMMISSION.

EXHIBIT 10.25

ViaSat, Inc.
2290 Cosmos Court
Carlsbad, CA 92009-1585

Date: 4 March 1994
Page 1 through J-2
Vendor No: 940987
Business Classification: Small

S114TP

Ms. Dianne Cherniak

SHIP TO: 4624 Executive Blvd
Fort Wayne, IN 46808
BILL TO: 1313 Production Road
Fort Wayne, IN 46808

Terms: Net 30 F.O.B.: Carlsbad, CA
Via: Buyer Instructions
JOB NO: Various ACCT. NO: 07-23-01
Ordered for: K. Peterman
DPAS Rating: DOA7

Contract: DAAB07-94-D-A010

SUBCONTRACTS ORDER

1. This is a Basic Ordering Agreement (BOA) Subcontract between Magnavox Electronic Systems Company, Fort Wayne, Indiana hereinafter called "Magnavox," "MESOC," or "Buyer," and ViaSat Inc., Carlsbad, California hereinafter called "ViaSat," "Subcontractor," or "Seller" for the fabrication, test, and delivery of the Modem (MESOC P/N 620307-1) for the AN/PSC-5 Enhanced Manpack UHF Terminals (EMUT) Program.
2. This Subcontract consists of all Sections, Attachments, and Exhibits set forth in Section A, hereto entitled "Table of Contents."
3. The parties agree that the effective date of this Subcontract is 6 January 1994, but authorization to proceed is withheld until the stop work order on the prime contract is rescinded. The parties further agree that if the initial delivery order is placed on or before 15 March 1994 that ViaSat's financial claim for equitable adjustment will be limited to a labor and material escalation adjustment resulting from the delay in start date from 6 January 1994 to the date of actual order placement and the schedule adjustment will be a day for day slip in schedule.
4. Funding shall be authorized under the individual delivery orders issued hereunder.

IMPORTANT NOTICES:

This order is subject to all terms and conditions appearing herein and on any attachment hereto.
Submission of appropriate invoices is required for payment.

By acceptance of this Subcontracts Order, the supplier certifies that it is not debarred or suspended by the Federal Government.

VIASAT, INC.
SIGNED: /s/

TITLE: President

DATE: 3/14/94

MAGNAVOX ELECTRONIC SYSTEMS COMPANY
SIGNED: /s/

TITLE: Vice President of Purchasing

DATE: March 15, 1994

* CONFIDENTIAL TREATMENT REQUESTED

SECTION A
TABLE OF CONTENTS

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C	STATEMENT OF WORK	C-1 to 16
D	PACKAGING AND MARKING	D-1 to D-2
E	INSPECTION AND ACCEPTANCE	E-1 to E-2
F	DELIVERIES OR PERFORMANCE	F-1 to F-2
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H	SPECIAL PROVISIONS	H-1 to H-8
I	GENERAL PROVISIONS	I-1 to I-10
J	LIST OF ATTACHMENTS	

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Milestone Schedules *

C-1 to C-12 *

F-2 *

A-1

Subcontract: S114TP

MILESTONE SCHEDULE

1. Attached hereto are the valued milestones that are applicable to Item 2. Non-Recurring Engineering.

2. Each milestone scheduled event as specified, is subject to MESC verification of completion. MESC acceptance shall not be unreasonably withheld.

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SECTION C

STATEMENT OF WORK

C-1

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20 January 1994

6.0 PACKAGING, MARKING AND SHIPPING

6.1 PACKAGING

Equipment and modules shall be prepared for shipment with the appropriate preservation, packaging and packing such that adequate protection is provided against corrosion, deterioration and physical damage during shipment and handling. This includes protection of Electrostatic Sensitive Devices (ESD).

6.2 MARKING

Packages and/or shipping containers shall be marked in accordance with best commercial practice. Marking shall consist of, as a minimum, manufacturer's part number, serial number of serialized equipment and Delivery Order number.

Marking of the Modem module and circuit cards shall be in accordance with the Modem specification (452647) and 4.2.5.1 above for INFOSEC Marking.

6.3 SHIPPING

The FOB point for hardware shipments is Origin (Carlsbad, CA). Seller shall ship hardware and documentation in accordance with Buyer's instructions as specified in the Delivery Order. Seller shall be entitled to ship as soon as practical after final acceptance.

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20 January 1994

7.0 TECHNICAL AND MANAGEMENT DATA

The Subcontractor shall supply the data and technical support delineated in the subcontract. The notation "A" indicates that the Subcontractor shall supply the source data, in any form, in sufficient detail for MESC to prepare data meeting the requirements of the prescribed DID. The notation "B" indicates that the data is prepared in accordance with the prescribed DID. The delivery schedule for data shall be as specified in the Subcontract.

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20 January 1994

8.0 DELIVERABLES

All of the deliverable items and quantities listed in the purchase order, shall be supplied by the Subcontractor. The schedule for deliveries of equipment, supplies, services and data is delineated in the purchase order.

20 January 1994

9.0 SECURITY

The Subcontractor shall conform to the provisions of the Industrial Security Manual DoD-5220.22 and EMUT security requirements checklists (DD Form 254) for safeguarding classified information.

Subcontract: S114TP

SECTION D

PACKAGING AND MARKING

Subcontract: S114TP

SECTION D
PACKAGING AND MARKING

NOTE: As specified under Section C. Statement of Work, "Item 6.0 -
Packaging, Marking and Shipping"

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Subcontract: S114TP

SECTION E

INSPECTION AND ACCEPTANCE

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Subcontract: S114TP

SECTION E
INSPECTION AND ACCEPTANCE

NOTE: As specified under Section C. Statement of Work, "Item 4.3.4 titled, "Submittal for Inspection/Acceptance"

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Subcontract: S114TP

SECTION F

DELIVERIES OR PERFORMANCE

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Subcontract: S114TP

SECTION G

SUBCONTRACT ADMINISTRATION DATA

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Subcontract: S114TP

SECTION G

SUBCONTRACT ADMINISTRATION DATA

3.1 NAME AND ADDRESS OF SUBCONTRACTOR

Mailing Address:

Manufacturing Location:

ViaSat Inc.
2290 Cosmos Court
Carlsbad, CA 92009-1585

ViaSat Inc.
2290 Cosmos Court
Carlsbad, CA 92009-1585

3.2 PAYMENTS

All invoices and Vouchers shall be mailed in duplicate to:

Magnavox Electronic Systems Company
1313 Production Road
Fort Wayne, IN 46808
Attention: Accounts Payable, MS 02-31

3.3 MAGNAVOX CONTACT

Subcontracts Administrator:

Name: Thomas E. Parrish Telephone: (219) 429-5232

3.4 SHIPPING ADDRESSES

3.4.1 Unless otherwise provided, all hardware deliverable hereunder shall be shipped to:

Magnavox Electronic Systems Company
4624 Executive Blvd
Fort Wayne, IN 46808

3.4.2 All contractual material and correspondence hereunder shall be sent to:

Magnavox Electronic Systems Company
1313 Production Road
Fort Wayne, IN 46808
Attention: Subcontracts Administration

Note: SDRL's will be delivered as specified on page A-1 of Section J, Attachment A.

3.5 PERSONS AUTHORIZED TO ISSUE SUBCONTRACT CHANGES/MODIFICATIONS

Authorized personnel:

T. E. Parrish, Senior Subcontract Administrator
G. H. Monteith, Director of Subcontracts
F. G. Perry, Vice President of Purchasing

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Subcontract: S114TP

SECTION H

SPECIAL PROVISIONS

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Subcontract: S114TP

SECTION H

SPECIAL PROVISIONS

1. DEFINITIONS

As used in these Special Provisions the following terms shall have meanings as set forth below.

- a) "Subcontract" means this subcontract and all applicable data incorporated by reference herein.
- b) Any reference to "Agency", "Military Agency", "Buyer" or "Magnavox" shall imply Magnavox Electronic Systems Company, 1313 Production Road, Fort Wayne, Indiana 46808.
- c) References to "Contractor", "Subcontractor", "Seller" or "Vendor" shall imply the Company upon which this document is imposed.
- d) "Prime Contract" shall mean the Magnavox Electronic Systems Company prime contract with the United States of America or entity having a contract with the United States of America.
- e) "Contracting Officer" shall mean the representative of the United States Government or Buyer's Customer designated to administer the prime contract under which this subcontract was issued or his authorized representatives.

- f) "Buyer's Customer" shall mean the Government or the entity with which the Buyer has a contract pursuant to which this subcontract is issued.
- g) "Government" means the United States of America except as it is used in the General Provisions section hereof, in which case "Government" shall mean "Buyer" unless the context of the clause clearly requires otherwise.
- h) "FAR" means the Federal Acquisitions Regulations obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C.
- i) The following terms used herein, "EMUT," "MXF-420," and "AN/PSC-5," have the same meaning and are interchangeable.

2. SUBCONTRACT NUMBER

The delivery order number and/or the subcontract number, as applicable, shall appear on all correspondence, invoices, packages, documents, and containers relating to this subcontract.

3. Reserved

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*CONFIDENTIAL TREATMENT REQUESTED

Subcontract: S114TP

4. PUBLICITY

No releases shall be made to the news media or the general public relating to participation on the Program without the prior written approval of Magnavox, which approval shall not be unreasonably withheld. The parties further agree that news releases made by either or them shall recognize the participation and contributions of the other party.

5. CHANNELS OF COMMUNICATION

Formal interface between Seller and the Buyer shall be through the cognizant Subcontract Administrator. Buyer's Engineering and Technical personnel may, from time to time, render assistance or give technical advice to or effect an exchange of information with, Seller's personnel in a liaison effort concerning the supplies/services to be furnished hereunder. However, such exchange or advice shall not vest Seller with the authority to change the supplies/services to be furnished hereunder, or the provisions of this subcontract, nor shall such change in supplies/services or provisions of this subcontract be binding upon Buyer, unless incorporated as a change pursuant to the "Changes" clause of the General Provisions and as directed in writing by Buyer's Purchasing Organization.

6. TITLE AND RISK OF LOSS

Unless otherwise specified, title to and risk of loss or damage to articles shall remain with the Seller until delivery of the articles to an authorized carrier where FOB Origin.

7. COMPLIANCE WITH LAW

Seller shall in the performance of the subcontract comply with all applicable laws, executive orders, regulations, ordinances, proclamations, demands and regulations of the U.S. Government, or of any state or local government which may now or hereafter govern performance hereunder.

regarding the handling and storage of classified material.

13. SECURITY CLASSIFICATION AND SHIPMENT.

The classification of the work to be performed and the items to be delivered under this subcontract shall be determined and handled in accordance with the Contract Security Classification Specification, SF Form 254, dated _____. For shipment Confidential or Secret documents shall be enclosed in two opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, return addressed, and sealed. The classification of the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be

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covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer envelope will be addressed, returned addressed, sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER.

14. RIGHTS AND RESERVATIONS

All drawings, designs, information, tools, patterns, equipment, and other items supplied by Magnavox and proprietary rights embodied therein are reserved, and the same shall not be used or reproduced for any purpose whatsoever except the performance of work under this Subcontract.

15. DAMAGES TO BUYER'S EQUIPMENT

Seller shall be liable for damages to Buyer's equipment caused by negligence or carelessness of Seller's personnel whether such equipment is in the possession of Seller or otherwise. This liability includes, but is not limited to, isolation of induced failures, repair and retest and if required, replacement of all damaged equipment.

16. Reserved

17. ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this subcontract, the inconsistency shall be resolved by giving precedence in the following sequence:

- a) The Schedule of Supplies and Services and Sections "D" and "E"
- b) These Special Provisions (Section H)
- c) The General Provisions (Section I)
- d) Statement of Work (Section C)
- e) Any other specification or document attached hereto or referenced herein.

18. DATA AND FACILITIES

Neither this Order nor any interest herein may; be assigned, in whole or in part, by either party without the written consent of the other party, except that, without securing such prior consent, either party shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the entire assets of such party relating to the subject matter of this Order; provided that such successor shall expressly assume all of the obligations of such party under this Order.

5. SUBCONTRACTING

Without the written consent of Buyer, neither all or substantially all of this Order may be further subcontracted by Seller.

6. WAIVER

The failure of either party to insist on performance of any provision of this Order shall not be construed as a waiver of that provision in any later instance.

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7. CHOICE OF LAW

Irrespective of the place of performance, this Order will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that federal common law of government contracts is not dispositive, the laws of the state of California shall apply.

8. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

Seller warrants that the articles described herein, and the sale or use of them, will not infringe or contribute to or induce the infringement of any letters of patent, any copyright, or any trademark; and Seller agrees to defend, protect, indemnify, and save harmless Magnavox, its successors, assigns, and customers from all suits, damages, costs, attorney's fees, claims, and demands for actual or alleged infringement including contributory or induced infringement or any patent, copyright, or trademark by reason of the sale or use of the articles hereby ordered.

9. ADVANCE EXCESSIVE SHIPMENTS

Supplies shipped to Buyer, substantially in advance of the delivery schedule herein, may at Buyer's option be returned to Seller at Seller's expense subject to reshipment to Buyer at Seller's expense in accordance with the delivery schedule herein proscribed. Advance shipments, if retained will be subject to payment conforming to delivery schedules herein. Material shipped in excess of quantity order, if returned, will be returned at Seller's expense.

10. CONTRACT COMPLIANCE

a) The required test and/or inspection reports resulting from compliance with this Order will be maintained on file and be made available for review by Buyer's representative or Government inspectors (if applicable) at any reasonable time.

b) Unless prior written approval of Buyer is obtained, Seller shall make no substitution of material supplied by Buyer under this Order.

11. BUYER PROPERTY

All material specifications, drawings or other documents and data furnished to Seller and all tools, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special tooling, including plates, negatives, and/or film used for the purpose of reproduction,

which have been furnished will be delivered in good condition (normal wear and tear excepted) to Buyer, f.o.b. the Seller's plant, immediately upon request and Seller shall be liable for all damage, loss or casualty to such property until so returned to Buyer. Seller warrants that said tools, die, molds, jigs, fixtures, and documents or data furnished, will not be used for any work or for the production of any material or parts other than for Buyer without its written permission, except to the extent authorized by the Government by a direct contract with Seller for the manufacture of products for direct sale to the Government and to the extent that such use will not interfere with Seller's performance of this or other orders from Buyer in effect at the time the Seller enters into such direct contact with the Government. Upon prior written notice to Buyer of such Government authorization and the contract number, the Seller shall have the right to use the items mentioned herein which the Government owns or has the right to use or the right to authorize others to use.

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12. LABOR DISPUTES

Whenever an actual or potential labor dispute, delays or threatens to delay, the performance of this Order, Seller shall immediately give notice thereof. Such notice shall be confirmed in writing and shall contain all information relevant to the dispute.

13. PRECIOUS METALS

This Order is fixed price; therefore, in no event shall Seller increase the prices due to alleged increases in precious metals.

14. INDEMNIFICATION

In the event Seller, its officers, employees, agents or subcontractors at any time enter premises occupied by or under the control of Buyer or third parties in the performance of this order, Seller shall defend, hold harmless Buyer, its officers, employees and agents from any claim, suit, loss, cost, damage, expense to any person including Seller's employees, of whatsoever nature or kind proximately caused by the negligence actions or omissions of Seller, its officers, employees, agents, or subcontractors at any tier. Seller shall take all precautions necessary, especial or otherwise, and shall be responsible for compliance with all local, state and federal safety laws in the performance of work hereunder. Without in any way limiting the foregoing undertakings, Seller and its subcontractors at any time shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth and shall maintain proper Workmen's Comprehensive Insurance covering all employees performing this order.

15. QUALITY CONTROL AND INSPECTION

a) Seller shall provide and maintain a Quality Control system in accordance with the subcontract requirements. During performance of this order Seller's Quality Control, Inspection System and Manufacturing processes are subject to reasonable review, verification and analysis by Buyer and if a Government prime contract number or other Government designation appears on the face of this order an authorized Government representative(s).

b) All supplies ordered may be subject to (i) inspection, verification, or testing during the period of manufacturing; (ii) inspection or verification prior to shipment, and (iii) final inspection, notwithstanding any prior payment or inspection or acceptance. Such inspection and verification rights shall extend to the Government, if a Government prime contract number or other Government designation appears

on the face of this order. If any inspection or test is made on the premises of the Buyer or its lower-tier suppliers, Seller shall, without additional charge to Buyer, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer and Government inspectors in the performance of their duties.

c) Buyer may reject supplies which do not conform to applicable specifications, drawings, samples or descriptions or which are defective in material, workmanship or design (unless such design is Buyer's detail design). Seller shall notify Buyer of past rejections of all retendered supplies. Buyer shall have reasonable access to Seller's facilities for the purpose of determining progress of work in process for this order.

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16. INTEREST

Buyer shall not be obligated for payment of interest on any claim of Seller hereunder.

17. EQUAL OPPORTUNITY

The Equal Employment Opportunity clause in Section 202, of Executive Order (E.O.) 11246 as amended, and the implementation rules and regulations in Title 41, Code of Federal Regulations, part 60 are incorporated herein by references, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in said clause, "Contractor" means Seller. Seller agrees to provide Buyer with an executed Equal Employment Opportunity Certificate indicating Seller's compliance or exempt status, on an annual basis when requested by Buyer. In the event Seller has a current Certificate on file with Buyer, it is incorporated herein by reference and shall be valid until the next annual request by Buyer.

18. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

The Affirmative Action clause of Title 41, Code of Federal Regulations, Part 60, Subsection 250.4 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$10,000. As used in said clause, "Contractor" means Seller and "Contract" means this order.

19. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Affirmative Action clause in Title 41, Code of Federal Regulations, Part 60, Subsection 7414 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500. As used in said clause, "Contractor" means Seller and "Contract" means this order.

20. CLEAN AIR AND WATER

The Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., Executive Order (E.O.) 11738 dated September 10, 1973, as amended, and Environmental Protection Agency (EPA) Regulation 40 C.F.R. Part 15, as amended, are incorporated herein by references unless this order is for \$100,000 or less or is otherwise exempt. Unless otherwise exempt, if this order has been awarded by Buyer in reliance upon a prior Clean Air and Water Certification executed by Seller and submitted to Buyer, said Certification is by this reference herein incorporated in this order. Seller shall obtain like certifications from his suppliers prior to the award of nonexempt orders hereunder and shall incorporate the Clean Air and Water clause and the Certification requirements in such orders.

21. OFFSET CREDIT

To the extent that any work in performance of this order is actually done by or for the Seller, or any materials, components, parts, subassemblies, assemblies, subsystems, or systems are acquired by or for the Seller outside of the United States, it is agreed that Buyer shall alone be entitled to claim any and all offset credit or other countertrade benefit in its own name and Seller shall not assert any claim to such benefit.

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22. TAXES

Except as may be otherwise provided herein, the prices established herein include all applicable Federal, State, and Local taxes in effect on the date of this order.

23. INVOICE AND PAYMENT

A separate invoice shall be issued for each shipment. Unless otherwise specified in this order, no invoice shall be issued prior to shipment of goods and no payment shall be made prior to receipt and acceptance of goods and the receipt of a correct invoice. Payment due dates, including discount periods, will be computed from date of acceptance of goods and shipment or date of receipt of correct invoice, whichever is later. Unless freight and other charges are itemized, any discount taken will be on the full amount of the invoice. Any payments for supplies delivered prior to final acceptance of the supplies, shall not constitute final acceptance of the supplies.

24. ADDITIONAL FAR/DFAR CLAUSES

The following FAR/DFAR Clauses are incorporated into this order by reference, with the same force and effect as if given in full text. Unless specified otherwise, "Contract" means this order; "Contractor" means the Seller under this order; and "Subcontractor" means the Seller's subcontractors. The full text of any clause may be obtained upon request of the Buyer's Subcontracts Department. Notwithstanding any provision herein to the contrary, access to ViaSat's books and records shall be limited to the U.S. Government.

a)	FAR CLAUSE -----	TITLE -----
	52.203-01	OFFICIALS NOT TO BENEFIT (APR 1984)
	52.203-03	GRATUITIES (APR 1984)
	52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
	52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)
	52.203-07	ANTI-KICKBACK PROCEDURES (OCT 1988) IN WHICH CLAUSE (c) (1) IS DELETED
	52.203-08	REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)
	52.203-09	REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)
	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
	52.204-02	SECURITY REQUIREMENTS (APR 1984) ALT I & ALT II
	52.208-01	REQUIRED SOURCES FOR JEWEL BEARINGS AND RELATED ITEMS (APR 1984)

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52.210-05 NEW MATERIAL (APR 1984) "CONTRACTING OFFICER" MEANS BUYER AND "GOVERNMENT" MEANS BUYER IN THE LAST TWO SENTENCES

52.210-07 USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY AND FORMER GOVERNMENT SURPLUS PROPERTY (APR 1984)

52.212-08 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

52.212-13 STOP-WORK ORDER (AUG 1989)

52.212-15 GOVERNMENT DELAY OF WORK (APR 1984)

52.215-01 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (FEB 1990)

52.215-02 AUDIT -- NEGOTIATION (FEB 1993)

52.215-25 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (DEC 1991)

52.215-26 INTEGRITY OF UNIT PRICES (APR 1991)

52.216-21 REQUIREMENTS (APR 1984)

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)

52.219-09 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JAN 1991) "CONTRACTING OFFICER" MEANS BUYER IN THE FIRST SENTENCE OF PARA. (c)

52.220-03 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

52.220-04 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)

52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984) "CONTRACTING OFFICER" SHALL MEAN BUYER

52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (MAR 1986) ONLY PARA (a) THROUGH (d) APPLY. BUYER MAY WITHHOLD OR RECOVER FROM SELLER SUCH SUMS AS THE CONTRACTING OFFICER WITHHOLDS OR RECOVERS FROM BUYER BECAUSE OF LIABILITIES OF SELLER OR ITS SUBCONTRACTORS UNDER THIS CLAUSE

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (APR 1984)

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52.222-26 EQUAL OPPORTUNITY (APR 1984)

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

52.223-02 CLEAN AIR AND WATER (APR 1984)

52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991)

52.223-06 DRUG FREE WORKPLACE (JUL 1990)

52.225-10 DUTY FREE ENTRY (APR 1984) "CONTRACTING OFFICER" MEANS BUYER. IN THE LAST SENTENCE OF PARA (h) "THE CONTRACT" MEANS THE "PRIME

CONTRACT"

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)
52.227-01 AUTHORIZATION AND CONSENT (APR 1984)
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (APR 1984)
52.227-09 REFUND OF ROYALTIES (APR 1984)
52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER
(APR 1984)
52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)
(JUN 1989)
52.229-03 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.232-01 PAYMENTS (APR 1984)
52.232-16 PROGRESS PAYMENTS (AUG 1987)
ALT 1 (SMALL BUSINESS)
52.233-01 DISPUTES (DEC 1991)
52.243-01 CHANGES--FIXED PRICE (AUG 1987)

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52.243-07 NOTIFICATION OF CHANGES (APR 1984). INSERT 10 CALENDAR
DAYS IN PARA (b) AND (d)
52.245-01 PROPERTY RECORDS (APR 1984)
52.245-02 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989)
52.246-02 INSPECTION OF SUPPLIES - FIXED PRICE (JUL 1985) F.O.B. -
VIASAT FACILITY
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.246-23 LIMITATION OF LIABILITY (APR 1984)
52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED
PRICE) (APR 1984). THE RIGHT TO TERMINATE FOR
CONVENIENCE SHALL BE LIMITED TO THE FOLLOWING
CONDITIONS: A) THE GOVERNMENT TERMINATES CONTRACT
DAAB07-94-D-A010 FOR CONVENIENCE, OR B) MAGNAVOX HAS
ORDERED MORE UNITS THAN THE QUANTITY THEN ON ORDER UNDER
CONTRACT DAAB07-94-D-A010 AND DESIRES TO TERMINATE ALL
OR A PORTION OF THE EXCESS QUANTITY. SHOULD A
TERMINATION FOR CONVENIENCE BE ISSUED UNDER CIRCUMSTANCE
A) ABOVE, THE SUBCONTRACTOR SHALL SUBMIT A TERMINATION
SETTLEMENT PROPOSAL IN ACCORDANCE WITH FAR 52.249-02.
SHOULD A TERMINATION FOR CONVENIENCE BE ISSUED UNDER
CIRCUMSTANCE B) ABOVE, THE SUBCONTRACTOR MAY SUBMIT A
TERMINATION SETTLEMENT PROPOSAL IN ACCORDANCE WITH FAR
52.249-02 AND THE QUANTITY DELIVERED AND THE REMAINING
UNITS ON ORDER FOR EACH DELIVERY ORDER IMPACTED, WILL BE
REPRICED IN ACCORDANCE WITH THE RANGE QUANTITY UNIT
PRICING IN SECTION B.1 TO REFLECT THE HIGHER UNIT PRICE
ASSOCIATED WITH THE LOWERED QUANTITY.
52.249-08 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 84)
52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

b)	DFAR CLAUSES -----	TITLE -----
	252.203-7000	STATUTORY PROHIBITIONS ON COMPENSATION TO FORMER DOD EMPLOYEES (DEC 1991)
	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (DEC 1991)

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252.203-7003	PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS (APR 1992)
252.204-7002	PAYMENT OF SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 1991)
252.225-7009	DUTY-FREE ENTRY-QUALIFIED COUNTRY END PRODUCTS AND SUPPLIES (DEC 1991)
252.225-7026	REPORTING OF OVERSEAS SUBCONTRACTS (DEC 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7013	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (OCT 1988) ALT II
252.227-7018	RESTRICTIVE MARKINGS ON TECHNICAL DATA (OCT 1988)
252.227-7019	IDENTIFICATION OF RESTRICTED RIGHTS - COMPUTER SOFTWARE (DEC 1991)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7029	IDENTIFICATION OF TECHNICAL DATA (APR 1988)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT (OCT 1988)
252.227-7031	DATA REQUIREMENTS (OCT 1988)
252.227-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (APR 1988)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7004	DOD PROGRESS PAYMENT RATES (DEC 1991)
252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in the Prospectus constituting part of this Registration Statement on Form S-1 of our report dated June 11, 1996, except as to the Recapitalization discussed in Note 1, which is as of November 4, 1996, relating to the financial statements of ViaSat, Inc., which appears in such Prospectus. We also consent to the reference to us under the heading "Experts" in such Prospectus.

PRICE WATERHOUSE LLP

San Diego, California
November 21, 1996