

## **ALASKA COMMUNICATIONS SERVICES AGREEMENT** **BUSINESS TERMS AND CONDITIONS**

**Preamble:** These Terms and Conditions (the “T&Cs”) shall be effective and binding between Alaska Communications and the Customer (together the “Parties”), and shall be deemed incorporated into an Alaska Communications Services Agreement (“ACSA”), as if set forth fully therein, as of the date (the “Effective Date”) on which the Customer signs or otherwise accepts such ACSA. The ACSA, these T&Cs, and any other exhibits, attachments, or terms incorporated therein shall collectively constitute the “Agreement” between the Parties. The Customer may accept and become bound by the Agreement by doing any of the following: (a) signing the ACSA on paper or electronically; (b) accepting the ACSA through an oral or electronic statement; or (c) using or paying for Alaska Communications business-grade services (business-grade services are services other than home internet, home voice services, streaming products, and Small Business Services (as those are defined in the separate “Alaska Communications Terms and Conditions for Small Business Services”). References to “Alaska Communications” include, as applicable: Alaska Communications Internet, LLC; ACS Long-Distance, LLC; TekMate, LLC, Alaska Communications Services, Inc.; ACS of Anchorage, LLC; ACS of Fairbanks, LLC; ACS of the Northland, LLC; or ACS of Alaska, LLC.

### **1. SERVICES**

- a) Alaska Communications will supply, and Customer will purchase, the services described in this Agreement (the “Services” or “Alaska Communications Services”) at the Customer locations specified in this Agreement (each, including any new or changed locations specified under Section 8 of these T&Cs, a “Site”) and prices specified in this Agreement for the duration specified herein. Any Services that are in the posted Alaska Communications Voice Service Catalog are subject to the rates in the Voice Service Catalog.
  
- b) **Goods Equipment and Software.** Alaska Communications will supply, and Customer will purchase, the hardware and software (the “Customer Equipment”), if any, described and at the prices specified in the Agreement. Upon delivery of any Customer Equipment, the amount paid or payable for that Customer Equipment is non-refundable and ownership passes to the Customer, subject to a security interest in favor of Alaska Communications in the event that payment in full has not been received. Until Alaska Communications receives the full amount payable for the Customer Equipment, Customer agrees to surrender such Customer Equipment to Alaska Communications upon demand. Any equipment (including electronics and cabling) provided by Alaska Communications that is not specifically identified in writing in the Agreement as being Customer Equipment shall remain Alaska Communications’ property.

## 2. TERM

- a) Despite the Effective Date of this Agreement, the Initial Term of the provision of Services under this Agreement shall commence on the Billing Commencement Date, as defined in Section 14 of these T&Cs, and shall continue until the time period set forth under “Term” on the cover page of the ACSA (Page 1, “Scope of Services”) has elapsed following the Billing Commencement Date.
- b) **Renewal Term.** If and to the extent specified in the ACSA, after the expiration of the Initial Term, if Customer is not then in default of any of its obligations to Alaska Communications, the Initial Term for the applicable Service shall renew for successive one-year terms (each, a “Renewal Term”). Unless otherwise specified in the ACSA or agreed in writing between the Parties, the rate for the applicable Services(s) during any Renewal Term shall be equal to the rate in effect during the immediately preceding Initial or Renewal Term. Such Renewal Term(s) shall commence automatically, unless either Party provides at least 30 days written notice (90 days written notice for customers of satellite services) prior to the end of the Initial Term or the then-current Renewal Term of its intent not to accept the upcoming Renewal Term, in which case the Agreement will expire at the end of the Initial Term or the then-current Renewal Term, as the case may be.
  - i. If the Customer so requests in its notice provided under this Section, then, following the expiration of the Initial Term or the then-current Renewal Term, Alaska Communications may elect to continue to provide the Services to the Customer on a month-to-month basis (“Month-to-Month Term”) at then-current month-to-month rates as determined by Alaska Communications, and otherwise under the same terms and conditions specified in this Agreement. The Month-to-Month Term shall continue until either Party provides the other Party with written notice of its intention to terminate the Month-to-Month Term, upon which the Services will terminate at the end of the month after the month in which such notice is given and received.

## 3. BILLING PROCEDURES

- a) For each Service, Alaska Communications will commence billing on the Billing Commencement Date. Alaska Communications will invoice recurring charges on a monthly basis (“Monthly Recurring Charges” or “MRC”) in advance and non-recurring charges (“NRC”) in arrears. Customer shall make all payments due hereunder within 30 days after the invoice date (“Payment Due Date”). At the termination of the Agreement, any credit or amount due of \$10.00 or less will not be refunded or charged.
- b) **Deposits and Prepayment.** Alaska Communications may require Customer to prepay NRCs or pay a deposit as a condition of providing Services. At Alaska Communications’ sole discretion, installation of service may be delayed until after the prepayment or deposit is received. Payment of a deposit does not relieve Customer from Customer’s obligation to pay MRC and NRC by the applicable Payment Due Date and does not affect Alaska Communications’ right to suspend or disconnect Services for

nonpayment. Alaska Communications has the right to apply the deposit against any past due amounts at any time. At the termination of this Agreement, Alaska Communications will refund any deposit balance remaining, without interest. Customer authorizes Alaska Communications to investigate Customer's credit and share information about Customer with credit reporting agencies.

#### **4. LATE PAYMENT CHARGE**

If Customer fails to make any payment prior to the Payment Due Date, Customer shall pay a late payment charge of .875% interest per month, or the highest lawful rate, whichever is lower, on any amount owed but not paid by the end of the applicable payment period. A \$25.00 Late Fee will be assessed on current charges that go past due. Customer will reimburse Alaska Communications for all costs (including reasonable attorney fees and collection costs) incurred by Alaska Communications that are associated with collecting delinquent or dishonored payments.

#### **5. PAYMENT DISPUTES**

Customer must provide written notice to Alaska Communications specifically identifying all disputed charges and the reason for nonpayment before the Payment Due Date or else Customer shall be deemed to waive the dispute. The Payment Due Date of reasonably disputed charges shall be suspended pending investigation by Alaska Communications, provided that nothing contained in this Agreement shall relieve Customer from promptly paying all undisputed charges and providing reasonable security for payment of any withheld amounts upon demand by Alaska Communications. Alaska Communications shall notify Customer of the results of its investigation of the dispute, and Customer shall pay all disputed charges that are determined by Alaska Communications to be correct within 14 days of such notice, and the amounts due will be assessed finance and late fee charges, calculated from the date that payment was originally due. If legal action is brought for the recovery of any amounts due from the Customer under this Agreement, the non-prevailing Party shall pay the prevailing Party's reasonable attorneys' fees, collection fees and costs actually incurred by the prevailing Party.

#### **6. TERMINATION AND REMEDIES.**

- a) This Agreement may be terminated immediately upon written notice by Alaska Communications if the Customer becomes insolvent or files a bankruptcy petition, has an involuntary bankruptcy petition filed against it, or becomes adjudicated bankrupt.
- b) Except as otherwise provided in this Agreement, if either Party fails to perform or observe any material term or condition of this Agreement and the breaching Party does not cure the failure within 30 days after receiving written notice of the breach, the other Party may terminate the Agreement for cause.
- c) Notwithstanding the foregoing, if Customer fails to pay any charge when due and such failure continues without remedy for 10 days after written notice from Alaska Communications, Alaska Communications may, at its sole option, and in addition to

any other remedies it may have under this Agreement: **(i)** terminate or suspend all or any portion of the associated Service, **(ii)** require a deposit as a condition of continuing to provide Services, and/or **(iii)** terminate this entire Agreement.

- d)** In the event of any termination of this Agreement, Customer shall pay Alaska Communications for its use of the Services through and including the date of termination, including any Termination Charges and Site Termination Charges as set forth in this Agreement.
- e)** No payment due under this Agreement is subject to reduction, set-off, counterclaim or adjustment of any sort. Services may be terminated or suspended in cases where Customer has placed Alaska Communications employees, agents, or contractors at risk or has otherwise engaged in abusive or threatening language or acts towards them.
- f)** The indemnity, limitation of liability, and dispute resolution provisions will survive the termination of this Agreement. In addition, the following obligations of Customer shall survive the termination or expiration of this Agreement, and Customer expressly waives the limitation period set forth in AS 09.10.053 with regard to any action by Alaska Communications in connection therewith: **(i)** confidentiality obligations under Section 22(a-b), shall survive for a period of five years following the last day on which Alaska Communications provides any Service to Customer; **(ii)** obligations under Section 31 regarding Alaska Communications IP Rights, as defined therein, shall survive indefinitely; and **(iii)** obligations to pay any and all amounts owed under this Agreement, including without limitation, MRC and NRC for the Services, Customer payment obligations arising under the USAC Addendum, or otherwise, shall survive indefinitely.

## **7. SERVICES AND BILLING COMMENCEMENT DATE**

- a)** Alaska Communications shall provide a service delivery schedule to Customer after execution of this Agreement showing the planned installation date of the Service(s) and shall use commercially reasonable efforts to initiate the Services in accordance with that service delivery schedule. Customer will cooperate with Alaska Communications as necessary to conform to that service delivery schedule. If Customer fails to cooperate, as determined in the sole discretion of Alaska Communications, Customer may be charged an amount equal to the price for the affected Services commencing on the date on which Alaska Communications would have been prepared to deliver the Services under the original service delivery schedule. In the event that Customer seeks a change to the service delivery schedule, it shall immediately contact Alaska Communications and describe the reasons for the requested change, provided however, that any such change to the installation schedule shall not be effective unless agreed to in writing by Alaska Communications. The Parties shall keep each other informed of progress and any changes in circumstances prior to the initiation of each Service ordered hereunder.
- b)** The inability or failure of Alaska Communications to initiate a Service by a specific date will not be a breach of this Agreement, nor be the basis for any liability of Alaska Communications to Customer. If Alaska Communications fails to make any Service

available to a Site within 60 days after the date provided in the service delivery schedule, Customer's sole remedy will be cancellation, upon written notice to Alaska Communications, of Service to the applicable Site, provided however, that this remedy shall not be available if the failure is caused by Customer or a force majeure event. In case of a cancellation caused by Customer, Customer shall reimburse Alaska Communications for all costs incurred through the cancellation date for work to engineer and install the Service, including any third-party charges incurred by Alaska Communications for Customer Equipment, wholesale facilities or services, or other expenses related to provisioning and delivery of the cancelled Services. Customer's failure to comply with its Customer Responsibilities in this Agreement or Customer's inability to use the delivered Services due to Customer's lack of readiness for any reason after receipt of the Order Completion Notice, does not constitute grounds for termination of the Agreement or extension of the Billing Commencement Date.

## **8. SERVICE CHANGES OR ADDITIONS, OR SITE ADDITIONS**

Customer may request **(i)** a change to the existing Services provided at any Site, **(ii)** an addition of Services to an existing Site, or **(iii)** the addition of a new Site solely by email to [changesupport@acsalaska.com](mailto:changesupport@acsalaska.com). Upon receipt of such request, Alaska Communications may, at its sole option, prepare a rate quote for the changed or added Service, or added Site. If accepted by Customer, the Parties will execute an Addendum to this Agreement for the Service change or addition, or new added Site. Each Addendum will reference this Agreement and will become a part of the Agreement when executed by the Parties. Following the execution of the Addendum, the procedures described in Section 7 will apply to the new or changed Services. The failure of Alaska Communications to offer or deliver a service to any new or changed Site will not be a breach of this Agreement.

## **9. SITE OR SERVICE TERMINATIONS**

- a)** Customer must provide 30 days prior written notice of any discontinuation of one or more Services or Sites solely by email to [changesupport@acsalaska.com](mailto:changesupport@acsalaska.com). Customer is responsible for all charges incurred until Services are discontinued, and all other charges applicable to such termination under this Agreement. For clarification purposes, any transition period that requires existing services to remain active after the Billing Commencement Date of a new network modification will be billed at the previously contracted rate.
- b)** In the event that Customer ceases operations at any Site (each, a "Closed Site"), subject to the stranded investment provision below, Customer will have no liability for a Site Termination Charge, if **(i)** within 30 days of the cessation of Service at the Closed Site, Customer orders Services under Section 8 of this Agreement that are similar to those provided to the Closed Site with MRC that are equal to or greater than those applicable to the Closed Site, and third party fees that are equal to or less than those applicable to the Closed Site, and **(ii)** billing commences at the New Site within 60 days after the cessation of Service at the Closed Site. Despite subsections **(i)** and **(ii)** above, if Customer's actions during the Agreement causes Alaska Communications to have a

stranded investment and/or incur third-party fees resulting from Alaska Communications' provision of the Customer's Service(s), Customer is responsible for the costs of the stranded investment and/or third-party fees incurred by Alaska Communications.

## 10. SITE TERMINATION CHARGE

- a) If a Customer ceases operations at any Site and does not add another Site pursuant to the terms of this Agreement, Customer shall pay a termination fee ("Site Termination Charge"). The Site Termination Charge is equal to 100% of the number obtained by multiplying the MRC applicable to the Closed Site by the number of months remaining in the Initial Term or then-current Renewal Term.
- b) In the event that Customer terminates one or more Sites or Services with a total MRC equal to or more than 20% of the MRC produced by the initial order of Services under the associated ACSA, Alaska Communications shall have the right to elect in its sole discretion to either **(i)** terminate this Agreement in which event the termination charges contained in Section 11 of the Agreement will apply or **(ii)** collect the Site Termination Charge due under this Section 10, in which event the Agreement will continue in full force and effect.

## 11. TERMINATION CHARGES

- a) Following a termination of this Agreement, Customer will be responsible for payment of all amounts due under this Agreement as of the last day of the calendar month in which the termination is exercised, and payment is due within 30 days after that date. In the event of a termination, Customer's payment obligations will include the following (collectively, "Termination Charges"): **(i)** all accrued but unpaid charges (including both MRC and NRC) accrued but unpaid through the last day of the calendar month in which the termination is exercised; **(ii)** the aggregate termination charges (if any) imposed in connection with the termination by any access providers, and **(iii)** if the Agreement is terminated during the Initial Term or any Renewal Term, Early Termination Charges which are defined to include a) any discounts applied to Alaska Communications standard rates to arrive at Customer's MRC and NRC for the periods prior to termination; and b) all charges for the remaining months in the Initial Term or then-current Renewal Term at the Customer's applicable rates for the terminated Service(s) for all Sites, and c) any other applicable termination-related charges or Site Termination Charges specified in this Agreement.
- b) The Parties agree that the Early Termination Charges and/or Site Termination Charges are intended to constitute liquidated damages to Alaska Communications and will not be deemed to constitute a forfeiture or penalty. Due to the special nature of this transaction, the parties acknowledge and agree that in the event of a termination of this Agreement or a Site termination, **(i)** it will be impractical or extremely difficult to determine damages suffered by Alaska Communications, **(ii)** Customer wishes to have a limitation placed upon its potential liability to Alaska Communications for termination

or Site termination, and **(iii)** the Early Termination Charges and/or Site Termination Charge (as applicable) represent a reasonable estimate of damages which Alaska Communications will sustain in such an event.

## 12. EQUIPMENT AND SOFTWARE

- a) **Alaska Communications Equipment.** Where necessary to deliver the Services, Alaska Communications may deploy network equipment (“Alaska Communications Equipment”) at no additional cost to the Customer. The Alaska Communications Equipment will be installed by Alaska Communications in a secured communications enclosure in a location proximate to the existing telecommunications services demarcation point at each location. Alaska Communications and Customer acknowledge and agree that with respect to the Alaska Communications Equipment: **(i)** Customer will have no ownership right in or to any Alaska Communications Equipment; **(ii)** the Alaska Communications Equipment used will be determined by Alaska Communications and may be changed or replaced by Alaska Communications at Alaska Communications’ sole discretion but any such change shall not result in a material decrease in functionality of the Services; **(iii)** Alaska Communications will conduct all necessary maintenance or repair of the Alaska Communications Equipment and Customer will reimburse Alaska Communications for the cost of any repair, maintenance or replacement required as a result of Customer’s acts or omissions; **(iv)** Customer will afford Alaska Communications or its subcontractors, employees and agents access to the service demarcation point (or any other location containing Alaska Communications Equipment that is controlled by Customer) 24 hours per day, 7 days a week, within 60 minutes of being notified of access request; **(v)** Alaska Communications shall have sole right to use the Alaska Communications Equipment, including to provide the Services under this Agreement or other services, as the case may be; **(vi)** Customer will keep the Alaska Communications Equipment free from all liens, encumbrances or other security interests; **(vii)** Customer will not relocate (including any temporary relocation) the Alaska Communications Equipment without the prior written consent of Alaska Communications, which may be granted or withheld in the sole discretion of Alaska Communications; **(viii)** Customer will provide, at its expense, conditioned, uninterruptible electric power necessary to operate the Alaska Communications Equipment per specifications in this Agreement, and **(ix)** upon expiration or termination of this Agreement, Customer will return the Alaska Communications Equipment to Alaska Communications or to any other location specified by Alaska Communications in substantially the same condition as of the date of delivery, normal wear and tear excepted. Alaska Communications shall provide reasonable advance notice of any change, maintenance, or repair of the Alaska Communications Equipment (with a target of no less than 7 calendar days prior to any change of any material portion of Alaska Communications Equipment that does not constitute maintenance or repair), it being agreed that no notice will be required in the event of an emergency (as determined by Alaska Communications).

- b) Upon Alaska Communications' delivery and installation of the Alaska Communications Equipment, Customer will be responsible for the care and safekeeping of the Alaska Communications Equipment and will bear the risk of loss with respect to any damage to the Alaska Communications Equipment (including damages occurring during the return of the Alaska Communications Equipment after the termination or expiration of this Agreement). Customer shall promptly reimburse Alaska Communications for any damage to the Alaska Communications Equipment. Notwithstanding anything contained in this Section to the contrary, Customer will not be responsible for any damage caused to the Alaska Communications Equipment by the gross negligence or willful misconduct of Alaska Communications. This section applies only to equipment provided in association with the Services. Customer will provide Alaska Communications adequate space to mount equipment and enclosure on preinstalled plywood backboard securely fastened to the frame of the building infrastructure. Access to this secured enclosure will be restricted to authorized Alaska Communications and Customer personnel on terms mutually agreed upon by both Parties.
- c) **Customer Equipment.** Except as specifically provided in this Agreement, Customer will be solely responsible for all equipment attached to the customer side of the Alaska Communications network demarcation point, including the installation, maintenance, operation, and performance of the Customer Equipment and any other equipment, hardware, or software that is purchased, installed, or used by Customer in connection with the Services (collectively the "Customer-Owned Equipment," which shall not include any Alaska Communications Equipment). Alaska Communications will not be responsible for the correction of, or performance issues associated with, faults traced back to any Customer-Owned Equipment in connection with the Services, but Alaska Communications will provide Customer with all of the information in Alaska Communications' possession concerning such faults. Except as otherwise provided in this Agreement, Customer will be solely responsible for ensuring that the Customer-Owned Equipment is compatible with the Alaska Communications Equipment and the Services, and Alaska Communications does not represent or warrant that any Customer-Owned Equipment is compatible with the Alaska Communications Equipment and the Services. Alaska Communications reserves the right to take any corrective actions necessary in its sole discretion, without liability to Customer, up to and including discontinuation of any Service, to protect the Alaska Communications network from any illegal or unauthorized use stemming from the connection of any Customer-Owned Equipment to the Alaska Communications Equipment, the Alaska Communications network, or the use of the Customer-Owned Equipment with the Services.
- d) **Software.** In the event that Alaska Communications provides any software and related documentation to Customer for its use in connection with the Services (collectively, the "Software"), Customer is granted the right to use the Software strictly in accordance with and subject to the terms of (i) any separate written agreement executed between the Parties with respect to the Software, or (ii) any terms or conditions placed upon

Alaska Communications' use of such Software by any third party (including any governmental entities). Customer will ensure that its related parties connected to the Alaska Communications network or using the Services will comply at all times with the terms of this Section. Alaska Communications makes no representations and warranties with respect to the Software. Except as specifically set forth herein, Alaska Communications has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications.

- e) **Fixed Wireless Services.** Customer acknowledges that if any of the services are supplied via a fixed wireless solution, an antenna bracket may penetrate the roof of Customer's building or other exterior surfaces and that wiring will be brought through the wall by drilling a hole in the wall. Customer is responsible for any claims of the owner of the premises arising out of the performance of this Agreement.

### 13. CUSTOMER RESPONSIBILITIES; INDEMNIFICATION

- a) **CUSTOMER'S ACCOUNT.** CUSTOMER IS RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED THROUGH CUSTOMER'S ACCOUNT, EVEN IF THESE ACTIVITIES OCCUR WITHOUT CUSTOMER'S PERMISSION. CUSTOMER AGREES TO NOTIFY ALASKA COMMUNICATIONS IMMEDIATELY AND IN WRITING OF ANY UNAUTHORIZED, INELIGIBLE, OR FRAUDULENT USE OF CUSTOMER'S ACCOUNT. ALASKA COMMUNICATIONS WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE UNAUTHORIZED, INELIGIBLE, OR FRAUDULENT USE OF CUSTOMER'S ACCOUNT OR THE SERVICES. CUSTOMER IS RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY PASSWORDS, PINS OR OTHER CONFIDENTIAL INFORMATION REQUIRED TO ACCESS THE CUSTOMER'S ACCOUNT OR THE SERVICES. ALASKA COMMUNICATIONS RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE CERTAIN ACCOUNT INFORMATION, INCLUDING CUSTOMER'S PIN OR PASSWORD, IF IT BELIEVES SUCH CHANGES ARE REASONABLY NECESSARY TO PREVENT UNAUTHORIZED, INELIGIBLE, OR FRAUDULENT USE OF CUSTOMER'S ACCOUNT OR THE SERVICES, OR TO ASSIST ALASKA COMMUNICATIONS IN PROVIDING OR UPGRADING THE SERVICES.
- b) **To Ensure Timely Installation of Services.** Customer agrees to obtain and provide all necessary facility space and power, access to the facility, compatible Customer-Owned Equipment and software, third-party vendor services, and sufficient personnel for an acceptance testing process (collectively with Section 13 (a) "Customer Responsibilities") on a timely basis to allow Alaska Communications to timely complete the installation of Customer's requested Services by the installation date.
- c) CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ALASKA COMMUNICATIONS AND ITS AFFILIATES, AGENTS, OFFICERS, AND DIRECTORS AGAINST ANY AND ALL THIRD-PARTY CLAIMS AND ALL RELATED LIABILITIES, WHETHER ARISING IN LAW OR EQUITY AND REGARDLESS OF

THEORY OF LIABILITY, IN CONNECTION WITH OR RELATING IN ANY WAY TO THE SERVICES OR ANY USE OF CUSTOMER'S ACCOUNT, INCLUDING WITHOUT LIMITATION (1) THE INSTALLATION, AVAILABILITY, UNAVAILABILITY, OR PERFORMANCE OF THE SERVICES; OR (2) THE INSTALLATION, PERFORMANCE, OPERATION, OR FAILURE TO OPERATE OF THE ALASKA COMMUNICATIONS EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT; OR (3) THE SECURITY, ACCESSIBILITY, OR INACCESSIBILITY OF THE CUSTOMER'S ACCOUNT OR ACCOUNT REPRESENTATIVE(S); OR (4) CUSTOMER'S PERFORMANCE OF OR FAILURE TO PERFORM THE CUSTOMER RESPONSIBILITIES.

#### **14. ORDER COMPLETION NOTICE / BILLING COMMENCEMENT DATE**

- a)** Alaska Communications will perform standard testing of each of the requested Services and notify Customer when each Service is installed and functional (the "Order Completion Notice"). The "Billing Commencement Date" is the earliest of: **(a)** written acceptance of any Service by the Customer, **(b)** use of any Service by Customer that is not for the sole purpose of testing, **(c)** the date on which Alaska Communications would have been prepared to deliver the services under the service delivery schedule, but for Customer's failure to cooperate with that schedule, or **(d)** date of the Order Completion Notice, unless Customer provides notice to Alaska Communications in accordance with Section 23 of these T&Cs and within 5 days after receiving the Order Completion Notice that the associated Service is not functioning in accordance with this Agreement. Following receipt of such notice, Alaska Communications shall re-test the Service, correct any deficiencies, and deliver a new Order Completion Notice to Customer when the Service is functioning properly, at which time the Billing Commencement Date will be the date of such new Order Completion Notice. If Customer has ordered multiple Services to one Site or Services to multiple Sites, the Customer will receive an Order Completion Notice for the installation of each Service, after which, billing for each Site or Service will commence on the Billing Commencement Date for that Service.
- b)** If Customer fails to comply with or provide any of the Customer Responsibilities in a timely manner, which results in a delay of the service installation date, Customer will be charged for the Services beginning on the original Billing Commencement Date. Additional Customer Responsibilities may be required as set forth in the attached Exhibits and Attachments. Customer also agrees to comply with all applicable Alaska Communications policies governing the Services, including, without limitation, applicable Acceptable Use Policies, Privacy Policy, and Text and SMS Terms and Conditions. Alaska Communications policies are available at <https://www.alaskacomcommunications.com/Policies>.

#### **15. TAXES**

- a)** All pricing for Services and other charges due hereunder are exclusive of all applicable taxes, including value added tax, sales and use taxes, excise taxes, duties, license or

other fees, levies, regulatory or other assessments or surcharges, or other similar taxes, surcharges, or fees imposed by, or pursuant to the laws, statutes, or regulations of any governmental agency or authority (“Taxes”).

- b) In addition to other amounts due under this Agreement, Customer is solely responsible for any applicable Taxes promptly when due, and Customer agrees to indemnify, defend, and hold Alaska Communications harmless from any liability therefor.
- c) Except as set forth herein, all amounts payable to Alaska Communications under this Agreement shall be made without any deduction or counterclaim and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any Taxes.
- d) If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Alaska Communications actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.

## **16. LIMITATIONS OF LIABILITY**

- a) In no event will the aggregate liability of Alaska Communications, regardless of theory of liability, exceed an amount equal to the MRC paid by Customer under this Agreement during the 3 months prior to the event giving rise to the first cause of action.
- b) Nothing in this Agreement shall limit the obligation of Customer to pay all amounts owed under this Agreement, including without limitation, for the Services under this Agreement, the Customer’s payment obligations set forth in the USAC Addendum, or all amounts owing Early Termination or Site Termination Charges.
- c) ALASKA COMMUNICATIONS SHALL NOT BE LIABLE TO CUSTOMER FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS), WHETHER OR NOT ALASKA COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DAMAGES ARISING OUT OF OR RELATING TO: (i) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; (ii) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER’S, USERS’ OR THIRD PARTIES’ APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS; (iii) 911 SERVICE OR FAILURE THEREOF; OR (iv) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION PROBLEMS BETWEEN OR AMONG THE SERVICES AND ANY APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER, USERS, OR THIRD PARTIES.

## 17. DISCLAIMER OF WARRANTIES

- a) ALASKA COMMUNICATIONS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ALASKA COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.
- b) ALASKA COMMUNICATIONS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. ALASKA COMMUNICATIONS MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911).

## 18. ASSIGNMENT

This Agreement may not be assigned or transferred without the written consent of the non-assigning Party, except that Alaska Communications may assign this Agreement without consent to: (i) any affiliated entity; (ii) a successor in interest whether by merger, reorganization or otherwise; or (iii) a purchaser of substantially all of the company assets. Any attempt to assign this Agreement in contravention of this section is void.

## 19. FORCE MAJEURE

No failure, omission, or delay by Alaska Communications to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against Alaska Communications or be deemed a breach of this Agreement if such failure or omission arises from an act of God, including earthquake, flood, volcanic eruption, the elements, strike, labor disputes, war, power blackouts, embargoes, acts or omissions of carriers or suppliers, acts or omissions of wholesale providers of network facilities or capacity used to deliver or otherwise in connection with the Services; an act of government, circumstances that make it unsafe or unreasonable for Alaska Communications' personnel or agents to travel to an affected Site, or other causes beyond Alaska Communications' reasonable control, or any other circumstance commonly known as force majeure (individually or collectively, a "Force Majeure Event"), provided however, that neither the timing nor the substance of decisions of the Universal Service Administrative Company ("USAC") to grant or deny, in whole or in part, USF support discussed in the USAC Addendum shall be considered a Force Majeure Event. Alaska Communications will promptly notify the Customer of any Force Majeure Event, giving details of the force majeure circumstances, and the obligations of Alaska Communications will be suspended to the extent caused by the Force Majeure Event. If a Force Majeure Event causes a failure of performance by Alaska Communications for 30 days or less, then this Agreement will remain in effect, but Customer is relieved of its

obligation to pay for that portion of the Services affected for the period of such failure of performance. If such Force Majeure Event causes a failure of performance by Alaska Communications for more than 30 days, then Customer may terminate the provisions of this Agreement only as to the affected Service.

## 20. SOLAR ATTENUATION.

Solar attenuation is a predicted degradation of service due to solar activity when the satellite is in a direct line between the satellite dish and the sun. When it happens (twice a year), it may impact services for a few minutes each day for a few days. Outages or degradations of services from Solar attenuation will not be deemed a violation of any term of the Agreement including any service level objective or agreement.

## 21. PRIVACY

- a) **CPNI.** Under federal law, Customer has the right, and Alaska Communications has a duty, to protect the confidentiality of Customer Proprietary Network Information (“CPNI”), which is information Alaska Communications obtains solely as a result of providing telecommunications services to a customer. CPNI includes the quantity, technical configuration, types, destination, location and amount of use of telecommunications services Customer purchases and similar information on Customer’s bills. In order to better serve Customer, and to identify, offer and provide new products and services tailored to meet Customer’s needs, Customer authorizes Alaska Communications to share its CPNI among Alaska Communications affiliates, agents, and contractors, unless indicated to the contrary in the ACSA or elsewhere in this Agreement. Customer’s permission remains valid until Customer notifies Alaska Communications that Customer wishes to withdraw it, which Customer can do at any time by Alaska Communications at 800-808-8083 or by contacting Customer’s assigned Alaska Communications Business Sales Representative. Withdrawing permission will not affect the status of any Services Customer currently has with Alaska Communications.
- b) Customer also agrees that, in order to authenticate Customer for purposes of responding to Customer’s requests for CPNI without requiring a password, unless indicated to the contrary in the ACSA or elsewhere in this Agreement, Alaska Communications will provide CPNI detail to Customer in response to a request from Customer’s authorized representative: (i) placed from such representative’s business telephone number or email address on file with Alaska Communications to the Customer’s assigned Alaska Communications Business Sales Representative; or (ii) received by Alaska Communications on Customer’s letterhead signed by Customer’s authorized representative. Please note that Alaska Communications may also disclose CPNI to comply with any laws, court orders or subpoenas or as necessary to provide Services.
- c) **Individually Identifiable Health Information (IIHI).** Under federal law, Customers who are covered entities under the Health Insurance Portability and Accountability Act of

1996 (“HIPAA”), as amended, and individuals or entities that create, receive, maintain, use or disclose individually identifiable health information for or on behalf of a covered entity must protect IIHI against reasonably anticipated threats and hazards to its confidentiality, integrity and availability. Federal law exempts those vendors whose personnel do not routinely have access to or control over IIHI from meeting these requirements. Alaska Communications does not intend to access IIHI on a routine basis in the course of delivery of its services. Except as otherwise expressly stated in this Agreement, Alaska Communications has no responsibility to comply with data privacy and security requirements applicable to Customer or Customer’s use of the Services under HIPAA. It is the sole responsibility of any Customer that is a covered entity under HIPAA or acts on behalf of such a covered entity to select and use Services so as to comply with HIPAA requirements.

## 22. CONFIDENTIALITY

- a) **Publicity.** The Parties may disclose the existence of this Agreement in public statements or marketing materials, but the terms of this Agreement will be held in confidence in accordance with this section.
- b) **Use of Confidential Information.** Customer understands that the availability, pricing, term of service, and other similar details of the Services are confidential and proprietary to Alaska Communications, and Customer agrees to maintain that information as confidential, and not to disclose it to any other parties. Commencing as of the date of Customer’s receipt of any proposed Services from Alaska Communications and continuing for a period of 3 years from the expiration or any earlier termination of this Agreement, all information received from Alaska Communications or otherwise discovered by the Customer in connection with the Services or this Agreement, including all information relating to the terms of this Agreement, or Alaska Communications’ technology, research and development, business affairs, availability, or pricing (collectively the “Confidential Information”) will be (i) held in confidence and protected using the same degree of care used to protect the Customer’s own proprietary information of like importance, but no less than a reasonable degree of care, (ii) used only for the purpose of evaluating Alaska Communications’ proposal, performing this Agreement, and using the Services, and (iii) not be disclosed except to the Customer’s employees, agents, counsel, and contractors having a need-to-know (provided that such agents, counsel, and contractors are not direct competitors of Alaska Communications, nor representing or otherwise working on behalf of any direct competitors of Alaska Communications) or to the extent disclosure is required by applicable law. In no event will Customer or any of its employees, agents, counsel, or contractors disclose any Confidential Information to any other provider of telecommunications or broadband services, or to any employee, agent, counsel, or contractor representing or otherwise working on behalf of any such provider.
  - i. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no

breach of this Agreement or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. Upon the disclosing Party's written request, the receiving Party will promptly either destroy all Confidential Information in tangible form in its possession, or return all such copies to the disclosing Party, with a written certification confirming that all copies have been destroyed or returned.

- ii. Alaska Communications and Customer agree that their failure to comply with the provisions of this section will cause irreparable harm to the other Party that cannot be adequately compensated for in damages, and accordingly acknowledge that the other Party will be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this section.
  
- c) **IIHI.** Alaska Communications agrees to require its personnel and subcontractors to maintain the confidentiality of any IIHI to which they are exposed in providing Services under this Agreement and to report to Customer any unauthorized use or sharing of data of which they become aware. In the event of a breach of privacy or security regarding Customer data, Alaska Communications will take commercially reasonable steps, at Alaska Communications' standard rates, to assist Customer in its efforts to identify, mitigate and remediate any vulnerabilities associated with the Services.

## **23. NOTICES**

All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the address set forth in this Agreement.

## **24. DISPUTE RESOLUTION; CLASS ACTION PROHIBITED**

- a) Any non-billing dispute, controversy or claim (collectively, a "Dispute") arising out of or relating to this Agreement will first be escalated to a manager or director of the respective Parties. Should resolution not occur within 15 business days of the escalation, the Dispute will be escalated to the Vice President level of the respective Parties. If the Dispute cannot be resolved within 15 business days of escalation to the Vice President level, the Parties may exercise any and all available remedies at law or equity or may request that the Dispute be settled by binding arbitration to be held in Anchorage, Alaska. In the event the Parties agree to binding arbitration, the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties, and each Party shall bear the costs of preparing its case.
  
- b) **CUSTOMER AND ALASKA COMMUNICATIONS AGREE THAT NO DISPUTE MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ACTION OR CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR ARBITRATION, REGARDLESS OF WHETHER THE RULES WOULD OTHERWISE PERMIT CLASS**

OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, CUSTOMER AND ALASKA COMMUNICATIONS MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF THE CUSTOMER OR ALASKA COMMUNICATIONS AGAINST THE OTHER. AN ARBITRATOR OR JUDGE MAY ENTER AN AWARD ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

## **25. FEDERAL UNIVERSAL SERVICE RECIPIENTS**

If Customer has sought or intends to seek support for any Services, Customer Equipment, Customer-Owned Equipment, or otherwise under this Agreement from the federal Rural Health Care Universal Service Support Mechanism ("RHC") or Schools and Libraries Universal Service Support Mechanism ("E-Rate"), the Alaska Communications Federal Universal Service Supplemental Terms and Conditions shall apply and shall be incorporated into this Agreement as if set forth in full herein.

## **26. MONITORING**

To the extent of Alaska Communications' capability, Customer authorizes Alaska Communications to: (i) monitor Customer's use of the Alaska Communications network for service management purposes and to ensure compliance with this Agreement and (ii) monitor and record customer service calls as necessary to check quality and as otherwise required to operate, maintain and repair the Services in accordance with this Agreement. Alaska Communications may disclose information obtained pursuant to this Section only if required by applicable law.

## **27. COMPLIANCE WITH LAWS**

At all times, Customer agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules, orders, and regulations, including, in the case of customers receiving USF support, the applicable rules, regulations, orders, policies, and procedures of the Federal Communications Commission and the Universal Service Administrative Company.

## **28. SEVERABILITY AND WAIVER**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable, that provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining provisions of this Agreement. No failure or delay on the part of either Party in exercising any right hereunder and no course of dealings between the Parties will operate as a waiver of any provision hereof. No waiver by either Party to any provisions of this Agreement shall be binding unless made in writing.

## **29. RELATIONSHIP OF THE PARTIES**

The relationship between the Parties is that of independent contractors and not of partners, affiliates, agents, joint venturers, or the like. Nothing contained in this Agreement shall be deemed to constitute a partnership between them, a joint venture, or a merger of their assets or their fiscal or other liabilities or undertakings. Neither Party shall have the right to bind the other Party, except as expressly provided for herein.

## **30. GOVERNING LAW**

This Agreement, including any arbitration conducted under Section 24, shall be governed by the laws of the state of Alaska, without reference to its conflict of laws principles, with venue for any court proceedings permitted under this Agreement located in the federal or state courts having appropriate subject matter jurisdiction located in Anchorage, Alaska. Each Party hereby expressly and irrevocably consents to the personal jurisdiction and venue of these courts.

## **31. ALASKA COMMUNICATIONS' PROPRIETARY RIGHTS**

- a) Customer agrees that any and all intellectual property rights (the "IP Rights") associated with the Alaska Communications Services are and shall remain the exclusive property of Alaska Communications and/or its licensors. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in Customer. Customer is only entitled to the limited use of the rights granted to Customer in this Agreement. Customer will not take any action to jeopardize, limit or interfere with any IP Rights. Customer agrees that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws.
- b) Customer acknowledges and understands that all title and rights in and to any third-party content that may be accessed through the Services is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.
- c) Customer may not copy, distribute, sell, resell, license, sub-license, reproduce, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse-engineer the Services and/or any of Alaska Communications' technology or software for any purpose whatsoever. All IP addresses, Alaska Communications-based domain names and telephone numbers shall remain, at all times, the property of Alaska Communications and shall be nontransferable. Customer shall have no right to use such IP addresses, Alaska Communications-based domain names or telephone numbers upon termination or expiration of the applicable Service.

## **32. 911 LOCATION FOR VOIP, PRI, AND SIP TRUNKING SERVICE - ADDITIONAL TERMS OF SERVICE**

Emergency addressing is initially set as the service address specified by the Customer. If Customer subscribes to Alaska Communications' VoIP or SIP Trunking service, sections 33 and 34 apply.

### **33. REGISTRATION OF PHYSICAL LOCATION REQUIRED**

- a) Customer must register the physical location (“Registered Location”) where the VoIP or SIP Trunking Service for each Alaska Communications telephone number will be used. Customer is responsible for updating the Registered Location when appropriate. **IMPORTANT:** If Customer fails to update the Registered Location, 911 calls will be routed based on any previously provided Registered Location and therefore the call may not be routed to the appropriate dispatcher for Customer’s current location. In addition, Customer must update the Registered Location to ensure that the 911 provider transmits accurate location information to the dispatcher.
- b) Customer may update the Registered Location by logging onto Customer’s online account and updating the location information through the customer portal on the Alaska Communications website. For purposes of 911 dialing, Customer may only register one Registered Location for each Alaska Communications telephone number. If Customer provides Registered Location information that is, or that Alaska Communications suspects to be, false, inaccurate, not current, or incomplete, Alaska Communications has the right to suspend or terminate the Services and refuse any and all current or future use of all Services, or any portion thereof.

### **34. LIMITATIONS OF 911 VOIP AND SIP TRUNKING SERVICE**

- a) **Dialing 911 and Reaching Emergency Response Services.** Customer may use Alaska Communications’ VoIP or SIP Trunking Service to reach emergency response services by dialing 911.
- b) **HOWEVER,** because 911 VoIP and SIP Trunking Service operate differently than traditional 911 service, there are circumstances under which 911 using VoIP or SIP Trunking Service may not be available or may be in some way limited in comparison to traditional 911 service. Such circumstances include:
  - Failure to provide or update Registered Location information as described in Section 33
  - Internet connection failure
  - Loss of electrical power

### **35. NOTIFY ALL POTENTIAL VOIP AND SIP TRUNKING USERS.**

Customer should inform all persons who may be present at the physical location where Alaska Communications VoIP or SIP Trunking Services are used that 911 may not be available or may be in some way limited in comparison to traditional 911 service.

### **36. LIMITATION OF PRI SERVICES.**

In the case of a PRI trunk service, Alaska Communications does not provide multi-location or nomadic addressing, so Customer may not use a single PRI Trunk to serve multiple or nomadic locations without obtaining a third-party location service and Alaska Communications will not be responsible for any such use.

## **ALASKA VOICE® APP ADDITIONAL TERMS OF SERVICE**

If Customer uses the Alaska Voice applications, sections 37 to 40 apply.

### **37. 911 LIMITATIONS ON ALASKA VOICE APP**

- a) THE ALASKA VOICE APP USES VOICE OVER INTERNET. WHEN USED ON SMARTPHONES OR TABLETS, THE ALASKA VOICE APP CANNOT BE USED FOR MAKING 911 CALLS. CUSTOMER AGREES THAT THE ALASKA VOICE APP IS NOT A SUBSTITUTE FOR A TRADITIONAL TELEPHONE AND THAT CUSTOMER WILL NOT USE THE ALASKA VOICE APP TO CALL 911. THE ALASKA VOICE APP CANNOT BE USED TO MAKE OR RECEIVE CALLS, INCLUDING 911 CALLS, FROM ANY IPOD OR ITOUCH DEVICE EVEN THOUGH THE ALASKA VOICE APP WILL DISPLAY A RINGOUT DIALPAD ON SUCH DEVICES.
- b) IN AN EMERGENCY, EXIT THE ALASKA VOICE APP AND DIAL 911 FROM A TRADITIONAL PHONE DEVICE (LANDLINE OR WIRELESS PHONE) WITH 911 DIALING CAPABILITIES.

### **38. ADDITIONAL AGREEMENTS**

- a) Access to the Alaska Voice App requires the user to download and install the Alaska Voice App for the appropriate mobile device (e.g., iPhone, Android, etc.). Use of the Alaska Voice App is governed by the Alaska Voice App End User License Agreement (“EULA”). Customers’ use of the Alaska Voice App may be governed by one or more other agreements with Alaska Communications in addition to the terms set forth herein and in the EULA.
- b) By downloading and installing the Alaska Voice App Customer agrees to the terms of the EULA. If Customer accesses the Alaska Voice App through the Alaska Communications website, Customer also agrees to be bound by the terms of use for the Alaska Communications website.

### **39. REGISTRATION PROCEDURES**

- a) Upon signing up for the Alaska Voice App and at subsequent times as requested by Alaska Communications, Customer agrees to provide true, accurate, current and complete name, contact information, and other data to Alaska Communications. If Customer provides information that is, or that Alaska Communications suspects to be, false, inaccurate, not current, or incomplete, Alaska Communications has the right to suspend or terminate Customer’s Account and/or the Alaska Voice App and refuse any and all current or future use of all Services, or any portion thereof. At all times, Customer shall maintain and promptly update registration data as applicable.
- b) Customer shall immediately notify Alaska Communications if any unauthorized use of Customer’s Alaska Communications Account or any other breach of security has occurred. In no event shall Alaska Communications be liable for any unauthorized use of Customer’s Alaska Communications Account.

#### **40. IP VIDEO ON ALASKA VOICE APPLICATION AND IP VIDEO PHONES**

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/>.

#### **MANAGED IT SERVICES ADDITIONAL TERMS OF SERVICE**

If Customer uses Managed IT Services, section 41 applies.

#### **41. MANAGED IT SERVICES**

- a) So long as Customer is receiving Managed IT Services and for a period of 3 years thereafter, Customer agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, work-for hire or consulting or any other kind of basis, any managed services employee assigned to perform managed services tasks under this Agreement.
- b) If Customer breaches the prior sentence, Alaska Communications shall be entitled to a commission equal to 200% of the employee’s yearly salary (including all commissions, bonuses and benefits) or, at Alaska Communications’ option, Customer’s Managed IT Services fees (adjusted to approximate a one-year term).

#### **LEO SATELLITE SERVICES ADDITIONAL TERMS OF SERVICE**

If Customer uses LEO Satellite Services, section 42 applies.

#### **42. LEO SATELLITE SERVICES**

- a) For Customers purchasing Business Satellite Internet, or any other Service under this Agreement that Alaska Communications will deliver, in whole or in part, by utilizing Low Earth Orbit (“LEO”) Satellite service capacity, transport, or other functionality obtained from a third party, additional terms and conditions will apply.
- b) For Services that utilize LEO Satellite inputs provided by Space Exploration Technologies Corp. (“SpaceX”) via the Starlink constellation, the “Alaska Communications Supplemental Terms and Conditions for Starlink-Enabled Customers,” as such may be modified from time to time, shall apply and shall be incorporated into this Agreement as if set forth in full herein.
- c) For Services that utilize LEO Satellite inputs provided by Eutelsat via the OneWeb constellation, the “Alaska Communications Supplemental Terms and Conditions for OneWeb-Enabled Customers,” as such may be modified from time to time, shall apply and shall be incorporated into this Agreement as if set forth in full herein. The current

version of each of these sets of Supplemental Terms and Conditions will be available at <https://www.alaskacommunications.com/Policies>.

#### **43. ENTIRE AGREEMENT**

This Agreement, including any exhibits and Addendums, represent the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof. As used in this Agreement, a “business day” refers to a day other than a Saturday, Sunday or holiday, on which financial institutions are authorized or obligated to close in New York, New York. Except as otherwise agreed herein, this Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of reference and shall not affect its construction or interpretation.

#### **END OF TERMS AND CONDITIONS**