

## **ALASKA COMMUNICATIONS SUPPLEMENTAL TERMS AND CONDITIONS** **FOR ONEWEB-ENABLED CUSTOMERS**

**Preamble:** These Supplemental Terms and Conditions for OneWeb-Enabled Customers (the “Supplemental OneWeb Terms”) shall be effective and binding on every individual or entity (“ACS OneWeb Customers”) purchasing or using Business Satellite Internet service or other Alaska Communications Services (individually and collectively, “Alaska Communications OneWeb Services”) that incorporate Low Earth Orbit satellite capacity, transport, or other functionality provided by Eutelsat via the OneWeb constellation. In the event of any conflict or inconsistency between these Supplemental OneWeb Terms and those of any other Alaska Communications agreements or policies, the terms of these Supplemental OneWeb Terms shall prevail and govern. All other relevant customer agreements and policies will continue to apply unless expressly modified by these Supplemental OneWeb Terms.

### **1. SERVICE DESCRIPTION**

- a) This section outlines terms and conditions applicable to ACS OneWeb Customers with respect to their purchase of Alaska Communications OneWeb Services, including, without limitation, Business Satellite Internet services when provided via OneWeb.
- b) Alaska Communications OneWeb Services provide low-latency broadband Internet access, MPLS telecommunications, and other connectivity services using the OneWeb constellation of low-earth orbit satellites made available by Alaska Communications through a Distribution Partner Agreement with Networks Access Associated Ltd (“Service Provider” or “OneWeb Service Provider” or “OneWeb”) and accessed through a satellite communications terminal and associated equipment (the “OneWeb Approved Equipment”) installed at the user premises.
- c) Alaska Communications may change or discontinue Service Plans, prices, OneWeb Approved Equipment versions, or these Supplemental OneWeb Terms in its sole discretion or as required by Alaska Communications Distribution Partner Agreement with Service Provider. Alaska Communications will use commercially reasonable efforts to provide ACS OneWeb Customers with at least 30-day notice prior to making changes that will materially affect ACS OneWeb Customers’ service or prices. ACS OneWeb Customers who do not notify Alaska Communications of their intent to discontinue receiving OneWeb service from Alaska Communications within 30 days of notification of a change will have deemed to have agreed to the change.

### **2. DEFINITIONS**

**“ACS OneWeb Customer”** means individuals or entities subscribing to or using Alaska Communications’ Business Satellite Internet Service that uses the OneWeb constellation of low-earth orbit satellites.

**“Confidential Information”** means any confidential or proprietary information of either Party that is clearly identified as confidential and/or proprietary by the disclosing Party or would

otherwise be reasonably recognized from the surrounding facts and circumstances to be proprietary or confidential to the disclosing Party, including, without limitation, any Intellectual Property disclosed by the disclosing Party, the terms of this Agreement and any information of the disclosing Party concerning the operation, business, projections, market goals, pricing, financial affairs, products, or services. For the avoidance of doubt, each Party's Confidential Information shall include, without limitation, the Party's Network, the Party's Services and all network data, including Systems Data, details, statistics, metrics, measurements and any other information collected and generated therefrom or from ACS OneWeb Customers.

**"Intellectual Property"** means all worldwide intellectual property, registered and unregistered, including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, mask works, computer software, computer source code, ideas, processes, discoveries, methods, and all other forms of intellectual property of every kind and nature throughout the universe and however designated and any renewal rights, future rights or applications for registration relating thereto.

**"Laws"** means all applicable federal, state or local laws, rules, regulations, and/or restrictions, foreign or domestic, including, without limitation, those of the U.S. Federal Communications Commission, the U.S. regarding export control, with respect to Intellectual Property rights and concerning defamation, obscenity, privacy, and data protection.

**"OneWeb Approved Equipment"** means the OneWeb approved Type Certified antenna terminals as further outlined in this Agreement by OneWeb for use by Sub-Distributors and/or End User for purposes of transmitting and/or receiving mobility or fixed service-related data communications through the OneWeb Network or such other equipment as may be identified by OneWeb in its sole discretion upon notice to Distribution Partner.

**"OneWeb Approved Equipment Data"** means the OneWeb Approved Equipment data, details, statistics, metrics, measurements and any other information collected and generated therefrom.

**"OneWeb Network"** means OneWeb's data transmission service, which is owned and operated by OneWeb, excluding the OneWeb Approved Equipment.

**"System Data"** means (a) ACS OneWeb Customer specific network data, details, statistics, metrics, measurements and other information collected and generated by the OneWeb Services, the OneWeb Network, and/or the OneWeb Approved Equipment; and (b) any initial, final, or intermediate product or output of the application of analytical or data processing techniques used to generate and analyze any of the foregoing ACS OneWeb Customer specific information (whether done by OneWeb, Alaska Communications or by any other third party).

### **3. ALASKA COMMUNICATIONS OBLIGATIONS**

Alaska Communications shall provide ACS OneWeb Customers with the OneWeb Services and provide twenty-four (24) hours a day, seven (7) days a week support for any and all issues with the OneWeb Services.

### **4. ACS ONEWEB CUSTOMER OBLIGATIONS**

- a) The OneWeb Approved Equipment shall be used solely with respect to the OneWeb Services, and the site address of the OneWeb Approved Equipment may not be changed without OneWeb's Service Provider's consent.
- b) ACS OneWeb Customer agrees to provide Alaska Communications with the following:
  - i. All required provisioning information to enable the Alaska Communications and Service Provider to fulfill Customer's order for the OneWeb Service.
  - ii. All other information necessary for Service Provider and Alaska Communications to resolve any issue with the provisioning of OneWeb Service, including without limitation, ACS OneWeb Customer's use of the OneWeb Service.
  - iii. As soon as reasonably practicable, but in no event more than 24 hours, after an actual or suspected security breach of any ACS OneWeb Customer system connected to, or providing access to, the OneWeb Service and/or the OneWeb Service Provider Network (including, without limitation, the OneWeb Approved Equipment).

### **5. REPRESENTATIONS AND WARRANTIES**

- a) ACS OneWeb Customer represents, warrants, and covenants to comply with all Laws including, without limitation, Anti-Corruption Laws and all applicable export control laws and regulations) in connection with its use of Alaska Communications OneWeb Services. including, without limitation, (A) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for ACS OneWeb Customer's use of Alaska Communications OneWeb Services; (B) furnishing to Alaska Communications all documentation legally required in connection with the exportation or importation of the OneWeb Services; and/or (C) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Equipment.
- b) ACS OneWeb Customer represents, warrants and covenants to (A) comply with all applicable Sanctions; and (B) not deliver, transfer, export, or re-export any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (i) designated or identified on any list of persons that are the subject or target of Sanctions; (ii) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (iii) owned

or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (A) or (B); or (iv) otherwise the subject or target of Sanctions.

## 6. LICENSE GRANT AND RESTRICTIONS

- a) License Grant. ACS OneWeb Customer hereby grants to Alaska Communications, OneWeb Service Provider and/or each of their respective affiliates an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to any System Data in any anonymized manner for (A) all purposes for which Distribution Partner, OneWeb and/or each of their respective affiliates do to the contemplated business; and (B) use for purposes of OneWeb Network product and service enhancements and/or developments.
- b) Restrictions. ACS OneWeb Customer shall not (A) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service; (b) use OneWeb Service to create or attempt to create a substitute/competitive product or service; and/or (c) permit either direct or indirect use of the OneWeb Service by any third party (except as expressly set forth in the Alaska Communications Services Agreement and these supplemental terms).
- c) Intellectual Property Rights. All Intellectual Property rights of OneWeb are deemed Confidential Information of OneWeb.

## 7. ACCEPTABLE USE POLICY

- a) In addition to agreeing to the terms of the Alaska Communications Services Agreement and these supplemental terms, ACS OneWeb Customer agrees to the following Acceptable Use Policy ("AUP") specific to ACS OneWeb services:
  - i. Fair Access Policy. To ensure that all of the Service Provider's distributors and each of the Service Provider's (and its distributor's) customers and/or sub-distributors have equitable access to the Network and to avoid unfair and disruptive use of the Network, Service Provider has implemented a Fair Access Policy ("**FAP**"), which is a part of the AUP and establishes an equitable balance in accessing and using the capacity of the Network. Customer agrees that Service Provider and Alaska Communications have the right to (A) measure and monitor the OneWeb Network for upload and download activity, (B) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Service or the OneWeb Service Provider Network; and (C) use other traffic management, shaping and prioritization at its discretion. Accordingly, Customer acknowledges and agrees that Service Provider or Alaska Communications may reduce data speeds at any time if any of the OneWeb Approved Equipment data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved

- ii. Equipment. If any Customer or the OneWeb Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Service or the OneWeb Service Provider Network, Service Provider is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Equipment and/or ACS OneWeb Customer can send and receive data over the OneWeb Service Provider Network without liability. In most cases, the restriction on the OneWeb Approved Equipment and/or ACS OneWeb Customer transfer rate will last until the end of then-current data allowance period for the OneWeb Services. If the OneWeb Approved Equipment and/or ACS OneWeb Customer again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, Service Provider is again authorized to temporarily restrict such transfer rate. Excessive use shall be determined by Service Provider in its sole discretion, based on the limits associated with the OneWeb Approved Equipment and/or the OneWeb Services and pro-rata allocation of network capacity across all of Service Provider's sub-distributors and each of Service Provider's (and its sub-distributor's) customers simultaneously using the OneWeb Service Provider Network at any point in time. Restriction of the transfer rate permitted to a particular OneWeb Approved Equipment and/or End-User as described above will reduce the speed at which such OneWeb Approved Equipment and/or Customer can upload and download data, but will not altogether prevent the use of the OneWeb Service and the OneWeb Service Provider Network by such OneWeb Approved Equipment and/or ACS OneWeb Customer.
- iii. Content and Security. ACS OneWeb Customer acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services and/or the OneWeb Service Provider Network is done so at ACS OneWeb Customer's sole risk and ACS OneWeb Customer assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services and/or the OneWeb Service Provider Network (1) for the security, confidentiality and integrity of such messages/content, (2) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (3) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (1)-(3), ACS OneWeb Customer shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond Alaska Communications and Service Provider's reasonable control and are not in any way warranted, endorsed or supported by Alaska Communications or Service Provider and accordingly neither Alaska Communications or Service Provider is responsible or liable for any content, advertising, products, or other materials on or available from sites or

resources available through the Service Provider Network and OneWeb Services, including, without limitation, the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that Alaska Communications and Service Provider do not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services or the OneWeb Service Provider Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Service and/or the OneWeb Service Provider Network.

**b) Prohibited Activities.** As determined by Service Provider or Alaska Communications (in their individual sole discretion), and in addition to the above, ACS OneWeb Customer shall not undertake, or attempt to undertake any use of the OneWeb Service Provider Network and/or the OneWeb Services in a manner that is (A) inconsistent with the rights of other users of the OneWeb Service Provider Network and/or this Agreement or other applicable Alaska Communications Service Agreements or Terms and Conditions; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including, without limitation, the following:

- posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited e-mail (commercial or otherwise);
- posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;
- hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
- unauthorized monitoring of data or traffic on any network system;
- transmitting viruses and/or interfering or disrupting service to any other user, host or network;
- forging of any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting;
- relaying mail via another site's mail server without express permission of that site;

- impersonating any person or entity, including any OneWeb Service Provider or Alaska Communications employee or representative;
- disclosing passwords or other means for accessing the OneWeb Service, operating and provisioning platforms, APIs or the OneWeb Service Provider Network to any third party, or otherwise facilitating unauthorized access thereto;
- using the OneWeb Services or the OneWeb Service Provider Network in any jurisdiction where they are not licensed or authorized;
- avoiding fees or charges for the OneWeb Services;
- using any VoIP service for forwarding US toll-free numbers internationally; and/or
- duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb Services and/or the OneWeb Service Provider Network.

## **8. USAGE MONITORING AND NOTIFICATIONS; CUSTOMER RESPONSIBILITY**

- a) Unlike most Alaska Communications Services, some ACS OneWeb Services incorporate monthly usage limits (the “Included Data Allowance”), above which additional usage charges will apply. Alaska Communications will make commercially reasonable efforts to notify Customer via email when Customer’s data usage is approaching the Included Data Allowance, upon reaching the Included Data Allowance, and upon exceeding the Included Data Allowance. Failure to receive such notifications shall not relieve Customer of responsibility for usage charges incurred.
- b) CUSTOMER IS SOLELY RESPONSIBLE FOR MONITORING DATA USAGE AND CONTROLLING CONSUMPTION. ALL USAGE CHARGES INCURRED, WHETHER INTENTIONAL OR UNINTENTIONAL, ARE THE RESPONSIBILITY OF THE CUSTOMER AND ARE NON-REFUNDABLE.

## **9. TERMINATION RIGHTS**

Alaska Communications or Service Provider may, without prior notice, immediately terminate or suspend an ACS OneWeb Customer’s services under the following circumstances:

- If the ACS OneWeb Customer breaches these Supplemental OneWeb Terms or any other customer agreement or policy;
- If the ACS OneWeb Customer does not have the necessary OneWeb Approved Equipment;
- If the ACS OneWeb Customer fails to pay fees when due;

- If the ACS OneWeb Customer is involved in fraudulent, abusive, immoral, or illegal activities, as determined solely by Alaska Communications;
- ACS OneWeb Customer has breached the License grant and Restrictions or the Representations and Warranties sections of this Agreement;
- ACS OneWeb Customer fails to comply with the Acceptable Use Policy in this Agreement;
- If the provision of OneWeb's service becomes unauthorized by law for any reason, including government or regulatory actions that prevent Alaska Communications or Service Provider from providing services as outlined in these Supplemental OneWeb Terms; or
- If the agreement between Service Provider and Alaska Communications for the provision of OneWeb service expires, terminates, or otherwise ends.

## **10. CONDITIONS AND LIMITATIONS AND DISCLAIMER OF WARRANTIES**

- a) Customer acknowledges and agrees that Service Provider and/or Alaska Communications may share with each other any and all relevant information, including, but not limited to, (A) Confidential Information of Customer relating to this Agreement and/or the Services provided herein; and (B) request Customer to take reasonable action against its customers or vendors directly to prevent a breach of this Agreement.
- b) Notwithstanding anything contained in this Agreement to the contrary, Alaska Communications, the Service Provider, and each of their respective affiliates shall not be liable to Customer, nor shall Customer make any claim against any of the foregoing parties, for (A) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Equipment, the OneWeb Services and/or the OneWeb Service Provider Network; and/or (B) any acts or omissions of Alaska Communications, the Service Provider and each of their respective affiliates made in response to (1) a violation or suspected violation of the Acceptable Use Policy or (2) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the OneWeb Service Provider).
- c) The OneWeb Services, the OneWeb Service Provider Network and the OneWeb Approved Equipment are provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, Alaska Communications and the Service Provider disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied bylaw, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, Alaska Communications and the Service Provider do not warrant that use of any or all of the OneWeb service, the OneWeb Service

Provider Network and/or the OneWeb Approved Equipment will meet Customer's requirements, be uninterrupted or error free.

**11. NO RIGHT OF INDEMNIFICATION**

ACS OneWeb Customer acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defense obligations) from OneWeb.

**12. ASSIGNMENT**

Upon written notice, the Business Internet Service Agreement is freely assignable – without ACS OneWeb Customer's consent – to OneWeb or any of its affiliates.