

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

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

### **1. SERVICE DESCRIPTION**

- a) This section outlines terms and conditions applicable to ACS Starlink Customers with respect to their purchase of Alaska Communications Starlink Services, including, without limitation, Business Satellite Internet services when provided via Starlink.
- b) Alaska Communications Starlink Services provide low-latency broadband Internet access, MPLS telecommunications, and other connectivity services using the SpaceX Starlink constellation, accessed through a satellite communications terminal and associated equipment (the “Kit”) installed at the user premises or an Alaska Communications Point of Presence.
- c) Alaska Communications may change or discontinue Service Plans, prices, Kit versions, or these Supplemental Starlink Terms in its sole discretion or as required by Starlink. Alaska Communications will use commercially reasonable efforts to provide ACS Starlink Customers with at least 30-day notice prior to making changes that will materially affect ACS Starlink Customers’ service or prices. ACS Starlink Customers who do not notify Alaska Communications of their intent to discontinue receiving Starlink service from Alaska Communications within 30 days of notification of a change, will have deemed to have agreed to the change.
- d) ACS Starlink Customers are bound by the applicable Alaska Communications customer agreements and policies, as they may be amended or modified from time to time, and which may be found on our website at: <https://www.alaskacommunications.com/Regulatory>. In addition, ACS Starlink Customers agree to not use the Starlink service in ways that violate Starlink’s Acceptable Use Policy and other applicable policies, as those policies may be amended or modified from time to time, which are available on the Starlink website at: <https://starlink.com/legal?regionCode=US>.

## 2. TERMINATION RIGHTS

- a) Alaska Communications or Starlink may, without prior notice, immediately terminate or suspend an ACS Starlink Customer's services under the following circumstances:
  - i. If the ACS Starlink Customer breaches these Supplemental Starlink Terms or any other customer agreement or policy;
  - ii. If the ACS Starlink Customer is involved in fraudulent, abusive, immoral, or illegal activities, as determined solely by Alaska Communications or Starlink;
  - iii. If the provision of Starlink's service becomes unauthorized by law for any reason, including government or regulatory actions that prevent Alaska Communications or Starlink from providing services as outlined in these Supplemental Starlink Terms; or
  - iv. If the agreement between Starlink and Alaska Communications for the provision of Starlink service expires, terminates, or otherwise ends.

## 3. REPRESENTATIONS AND WARRANTIES

- a) LIMITED WARRANTY. Reasonable efforts will be made to ensure the Starlink Kit meets the standards in the [Starlink Limited Warranty](#) upon delivery, subject to its exclusions. The limited warranty is provided to Alaska Communications. All claims should be directed to Alaska Communications technical support at 855-565-2556.
- b) WARRANTY DISCLAIMERS. EXCEPT AS EXPLICITLY SET FORTH IN THESE SUPPLEMENTAL STARLINK TERMS, STARLINK AND ALASKA COMMUNICATIONS (THE "COMPANIES") PROVIDE THE STARLINK KIT AND SERVICES "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION. THE COMPANIES DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- c) IN-MOTION USE PROHIBITED. ACS STARLINK CUSTOMERS ARE PROHIBITED FROM USING A KIT ON A MOVING VEHICLE OR VESSEL UNLESS STARLINK HAS DESIGNATED THE SPECIFIC KIT MODEL AND/OR MOUNT FOR IN-MOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. NOTWITHSTANDING THE FOREGOING, INSTALLATION OF A KIT ON AN AIRCRAFT OF ANY KIND IS PROHIBITED IN ALL CASES. SERVICES IN-MOTION ON AN AIRCRAFT VEHICLE OR VESSEL (E.G., CARS, VANS, RVS, BOATS) VIA AN UNAUTHORIZED KIT OR COUNTRY IS PROHIBITED AND MAY BE GROUNDS FOR TERMINATION OF THESE SUPPLEMENTAL STARLINK TERMS.
- d) ASSUMPTION OF RISK. ACS STARLINK CUSTOMER'S USE OF THE STARLINK SERVICE AND THE STARLINK KIT IS AT THE ACS STARLINK CUSTOMER'S SOLE RISK. STARLINK SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF LIFE SERVICE.
- e) LIMITATIONS OF LIABILITY. NEITHER STARLINK OR ALASKA COMMUNICATIONS WILL BE LIABLE UNDER THESE SUPPLEMENTAL STARLINK TERMS FOR ANY

LOST PROFITS, ANY LOST OR CORRUPTED DATA, COMPUTER FAILURE OR OTHER TECHNICAL MALFUNCTION, ANY DATA SECURITY BREACH, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

#### **4. KIT SOFTWARE AND INSTALLATION**

- a) Software copies and updates installed on the Starlink Kit are licensed to Alaska Communications for use as installed on the Starlink Kit and subject to the [Software License and Usage Terms](#). Starlink retains all rights, ownership, title and interest, including all intellectual property rights and associated goodwill, in and to the Starlink Services, Kits, Software, Starlink website, Starlink trademarks, and any other intellectual property. Starlink Kits may be installed by Alaska Communications or Customer, as described and determined in the Customer's Business Satellite Internet Service Agreement.
- b) **INSTALLATION BY CUSTOMER FOR FIXED USE.** ACS Starlink Customers that elect to self-install the Starlink Kit will be responsible for: (a) installing the Starlink Kit in a location that has a clear and unobstructed field of view per the Setup Guide available in the ACS Starlink Customer Portal; (b) installing the Starlink Kit securely so that equipment will not become dislodged due to weather or other external factors; (c) ensuring compliance with all applicable laws, rules, and regulations including building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Services and the installation of the Starlink Kit; (d) paying any associated fees or other charges, and obtaining any permits and other authorizations necessary for the installation of the Starlink Kit. Should installation require any construction or alteration to property, neither Starlink nor Alaska Communications will be obliged to reimburse any expenses or restore property to the same physical state as prior to the installation. If ACS Starlink Customer requires a permanent roof mount installation, ACS Starlink Customer acknowledges the potential risks associated with this type of installation.
- c) **INSTALLATION BY ALASKA COMMUNICATIONS FOR FIXED USE.** ACS Starlink Customers may elect to have Alaska Communications install the Starlink Kit. Alaska Communications will verify that the service works as intended at the time of installation. ACS Starlink Customer will be responsible for: (a) ensuring compliance with all applicable laws, rules, and regulations including building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Services and the installation of the Starlink Kit; (b) paying any associated fees or other charges, and obtaining any permits and other authorizations necessary for the installation of the Starlink Kit. Should installation require any construction or alteration to property, neither Starlink nor Alaska Communications will be obliged to reimburse any expenses or restore property to the same physical state as prior to the installation
- d) **KIT INSTALLATION ON MOVING VEHICLES.** ACS Starlink Customers or Alaska Communications, as applicable, will take proper precautions if installing a Starlink Kit to be used on a moving vehicle or vessel, including ensuring that the antenna mount is

installed on a structurally sound, horizontal surface and that the Starlink Kit model is designated for in-motion use. ACS Starlink Customer acknowledges that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. Neither ACS Starlink Customer nor Alaska Communications will mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Setup Guide and used with the proper mount.

- e) **KIT MODIFICATIONS.** Modifications or alternations (including changes that are cosmetic in nature) to the Starlink Kit are subject to Limited Warranty exclusions and may affect Service performance. ACS Starlink Customers will not modify any Starlink Kit in a manner that contradicts the Setup Guide or would otherwise alter the transmission characteristics of the equipment, including installation under a radome without Starlink approval. All modifications to the Starlink Kit must be approved by Starlink in writing and may be subject to additional evaluation fees to assess operability. At Starlink's sole discretion, if Starlink determines that ACS Starlink Customer's installation or modification of a Starlink Kit has resulted in a material degradation of the Service or Kit, the Limited Warranty may be voided.

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

- a) Unlike most Alaska Communications Services, many Alaska Communications Starlink Services will 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.**

## **6. BILLING PROCEDURES**

For ACS Starlink Services, ACS will invoice both recurring charges on a monthly basis ("Monthly Recurring Charges" or "MRC") and non-recurring charges ("NRC") in arrears.

## **7. FORCE MAJEURE**

- a) No failure, omission, or delay by Alaska Communications in fulfilling or observing any term or condition of these Supplemental Starlink Terms will result in any claim against Alaska Communications, nor will it be considered a breach of these Supplemental Starlink Terms, if such failure or omission is caused by factors beyond Alaska Communications' reasonable control. These factors include, but are not limited to, acts of God (such as earthquake, flood, volcanic eruption, extreme weather), strikes, labor disputes, war, power blackouts, embargoes, actions or omissions by carriers or suppliers, acts of government, unexpected technical or security issues or problems,

including a material malfunction of the Starlink network, software, or hardware, circumstances that render it unsafe or unreasonable for Alaska Communications' personnel or agents to travel to an affected site, or any other circumstance commonly known as force majeure.

- b) Solar attenuation refers to predicted degradation of service due to solar activity when the satellite is directly aligned between the satellite dish and the sun. Outages or service degradations resulting from solar attenuation will not be considered violations of any term of these Supplemental Starlink Terms, including any service level objectives or agreements.

## **8. INDEMNIFICATION**

ACS Starlink Customer agrees to indemnify and hold harmless Alaska Communications against any losses, claims, causes of action, damages, liabilities, judgments, demands, settlements, costs and expenses, including reasonable attorneys' fees, that arise from or relate to the use of Starlink Kits or Alaska Communications Starlink Services in ways that are illegal or violate these Supplemental Starlink Terms.

## **9. ARBITRATION**

- a) Under these Supplemental Starlink Terms, ACS Starlink Customer and Alaska Communications each waive any and all rights to have a court or jury hear or decide any Disputes. Rather, Disputes will be settled by a single arbitrator in a binding arbitration administered by the American Arbitration Association ("AAA") in accordance with AAA Commercial Arbitration Rules. Both parties will share equally in the cost of arbitration. The place of arbitration will be Anchorage, Alaska or Seattle, Washington. The arbitration language will be English. To learn more about the rules and how to begin an arbitration go to <https://www.adr.org>.
- b) Before a party may initiate arbitration, the parties will first try to resolve any Dispute informally and in good faith.