

LEO Annex

References to “LEO” services under this annex include all Services in which Low Earth Orbit satellite services are a component.

- (1) Service Description. Subject to the terms and conditions of Customer’s Service Agreement, Alaska Communications shall provide Customer with the LEO Services. The LEO Approved Equipment shall be used solely with respect to the LEO Services and the site address of the LEO Approved Equipment may not be changed without the LEO Provider’s consent.
- (2) Customer Obligations. Customer shall provide Alaska Communications with
 - (i) all required provisioning information to enable the LEO Service Provider to fulfill Customer's order for the LEO Services;
 - (ii) all other necessary information for the LEO Service Provider to resolve any other issues with Customer (including, without limitation, Customer's use of the LEO Services); and
 - (iii) immediate notice of suspected security breach of any Customer system connected to (or providing access to) the LEO Services and/or the LEO Service Provider Network (including, without limitation, the LEO Service Provider Approved Equipment).
- (3) License Grant and Restrictions.
 - (i) License Grant. Customer hereby grants to Alaska Communications, LEO 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 an anonymized manner for (A) all purposes for which Alaska Communications, the LEO Service Provider and/or each of their respective affiliates do to the contemplated business; and (B) use for purposes of the LEO Service Provider Network product and service enhancements and/or developments.
 - (ii) Restrictions. 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 LEO Service; (B) use LEO Service create or attempt to create a substitute/competitive product or service; and/or (C) permit either direct or indirect use of the LEO Service by any third party (except as expressly set forth in this Agreement).
 - (iii) the LEO Service Provider Intellectual Property Rights. All Intellectual Property rights of the LEO Service Provider are deemed Confidential Information of the LEO Service Provider.
- (4) Representations and Warranties.
 - (i) General. Customer represents, warrants and covenants that (A) it has obtained any necessary consents and permissions in order for the LEO Services to be provided as described herein (including, without limitation, sites addresses, company name and other information required for the LEO Service Provider to provide the LEO Services); (B) use of the LEO Service is for its own internal use and not for resale (or to be bundled) by Customer; and (C) all provisioning information (however

submitted) of Customer is accurate, reliable and complete, and that Customer will update the provisioning information as needed on a timely basis.

- (ii) Compliance with Laws. 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 performance under this Annex including, without limitation, (A) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for Customer's performance under this Annex; (B) furnishing to Alaska Communications all documentation legally required in connection with the exportation or importation of the LEO Services; and/or (C) complying with any conditions or restrictions on the provision of the LEO Services and/or the LEO Approved Equipment.
- (iii) Sanctions. Customer represents, warrants and covenants to (A) comply with all applicable Sanctions; and (B) not deliver, transfer, export, or re-export any of the LEO Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (1) designated or identified on any list of persons that are the subject or target of Sanctions; (2) 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; (3) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (A) or (B); or (4) otherwise the subject or target of Sanctions.

(5) Termination and Suspension.

- (i) In the event that the Agreement between the LEO Service Provider and Alaska Communications under which the applicable LEO Services are resold to Customer is terminated for any reason, then this Annex shall immediately terminate unless otherwise agreed to in writing by the LEO Service Provider.
- (ii) Notwithstanding anything in this Annex to the contrary and in addition to Alaska Communications' rights set forth in the Agreement or under applicable Laws, Alaska Communications may – at its option but subject to the direction of the LEO Service Provider – either immediately terminate this Agreement or suspend the provision of the LEO Services under this Agreement upon notice to Customer in the event that Alaska Communications and/or the LEO Service Provider determines, each in their sole discretion, that (A) Customer has breached Sections (II)(b)(3) (License Grant and Restrictions) and/or (II)(b)(4) (Representations and Warranties); (B) Customer does not have the necessary LEO Approved Equipment; (C) Customer fails to pay fees when due under this Agreement; and/or (D) Customer has failed to comply with any provision of Section (II)(b)(8) (Acceptable Use Policy) herein.
- (iii) In cases of chronic, extreme or an ongoing violation of the Acceptable Use Policy below, as determined by the LEO Service Provider's sole discretion without notice, the LEO Approved Equipment and/or Customer's use of the LEO Service and the LEO Service Provider Network may be suspended by the LEO Service Provider, temporarily or permanently, and the LEO Services may be terminated by the LEO Service Provider if Alaska Communications fails to cause the LEO Approved Equipment and/or Customer to cure the violating conditions within five days following a subsequent notification from the LEO Service Provider to Alaska Communications of the same.

- (6) No Right of Indemnification Against the LEO Service Provider. Customer acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defense obligations) from the LEO Service Provider.
- (7) Conditions and Limitations and Disclaimer of Warranties.
- (i) Customer acknowledges and agrees that the LEO Service Provider and/or Alaska Communications may (A) share with each other any and all relevant information, including, but not limited to, Confidential Information of Customer relating to this Agreement and/or the LEO Services provided herein; and (B) request Customer to take reasonable action against its customers or vendors directly to prevent a breach of this Agreement.
 - (ii) Notwithstanding anything contained in this Agreement to the contrary, Alaska Communications, the LEO 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 LEO Approved Equipment, the LEO Services and/or the LEO Service Provider Network; and/or (B) any acts or omissions of Alaska Communications, the LEO Service Provider and each of their respective affiliates made in response to (1) a violation or suspected violation of the AUP; or (2) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the LEO Service Provider).
 - (iii) The LEO Services, the LEO Service Provider Network and the LEO Approved Equipment is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, Alaska Communications and the LEO 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 by law, 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 LEO Service Provider do not warrant that use of any or all of the LEO service, the LEO Service Provider Network and/or the LEO Approved Equipment will meet Customer's requirements, be uninterrupted or error free.
- (8) Acceptable Use Policy. the LEO Service Provider's acceptable use policy for the LEO Services and the LEO Service Provider Network is comprised of the following subsections (i), (ii) and (iii) below (collectively, the "**Acceptable Use Policy**" or the "**AUP**"):
- (i) Fair Access Policy. To ensure that all of the LEO Service Provider's distributors and each of the LEO Service Provider's (and its distributor's) customers and/or sub-distributors have equitable access to the LEO Network and to avoid unfair and disruptive use of the LEO Network, the LEO 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 LEO Network. Customer agrees that the LEO Service Provider has the right to (A) measure and monitor the LEO Network for upload and download activity, (B) restrict applications that cause disruption of data transfer rates and poor performance of the LEO Service or the LEO Service Provider Network; and (C) use other traffic management, shaping and prioritization at its discretion. Accordingly, Customer acknowledges and agrees that the LEO Service Provider may reduce data speeds at any time if any of the LEO 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 LEO Approved

Equipment. If any Customer or the LEO Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the LEO Service or the LEO Service Provider Network, the LEO Service Provider is authorized to temporarily restrict the transfer rate at which such LEO Approved Equipment and/or Customer can send and receive data over the LEO Service Provider Network without liability. In most cases, the restriction on the LEO Approved Equipment and/or Customer transfer rate will last until the end of then-current data allowance period for the LEO Services. If the LEO Approved Equipment and/or 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, the LEO Service Provider is again authorized to temporarily restrict such transfer rate. Excessive use shall be determined by the LEO Service Provider in its sole discretion, based on the limits associated with the LEO Approved Equipment and/or the LEO Services and pro-rata allocation of network capacity across all of the LEO Service Provider's sub-distributors and each of the LEO Service Provider's (and its sub-distributor's) customers simultaneously using the LEO Service Provider Network at any point in time. Restriction of the transfer rate permitted to a particular LEO Approved Equipment and/or End-User as described above will reduce the speed at which such LEO Approved Equipment and/or Customer can upload and download data, but will not altogether prevent the use of the LEO Service and the LEO Service Provider Network by such LEO Approved Equipment and/or Customer.

(ii) Content and Security. Customer acknowledges and agrees that (A) access to the Internet and all messages/content through the LEO Services and/or the LEO Service Provider Network is done so at Customer's sole risk and Customer assumes all responsibility, risk and liability for any claims, liability or damages with respect to the LEO Services and/or the LEO 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), 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 the LEO Service Provider's reasonable control and are not in any way warranted, endorsed or supported by the LEO Service Provider and accordingly the LEO Service Provider is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the LEO Service Provider Network and LEO 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 the LEO Service Provider does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the LEO Services or the LEO 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 LEO Service and/or the LEO Service Provider Network.

(iii) Prohibited Activities. As determined by the LEO Service Provider (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, Customer shall not undertake, or attempt to undertake any use of the LEO Service Provider Network and/or the LEO Services in a manner that is (A)

inconsistent with the rights of other users of the LEO Service Provider Network and/or this Agreement; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including, without limitation, the following:

- (A) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited e-mail (commercial or otherwise);
 - (B) 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;
 - (C) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
 - (D) unauthorized monitoring of data or traffic on any network system;
 - (E) transmitting viruses and/or interfering or disrupting service to any other user, host or network;
 - (F) forging of any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting;
 - (G) relaying mail via another site's mail server without express permission of that site;
 - (H) impersonating any person or entity, including any LEO Service Provider employee or representative;
 - (I) disclosing passwords or other means for accessing the LEO Service, operating and provisioning platforms, APIs or the LEO Service Provider Network to any third party, or otherwise facilitating unauthorized access thereto;
 - (J) using the LEO Services or the LEO Service Provider Network in any jurisdiction where they are not licensed or authorized;
 - (K) avoiding fees or charges for the LEO Services;
 - (L) using any VoIP service for forwarding US toll-free numbers internationally; and/or
 - (M) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the LEO Services and/or the LEO Service Provider Network.
- (9) Assignment. Upon written notice, this Annex and the related LEO Services are freely assignable – without Customer's consent – to the LEO Service Provider or any of its affiliates.