



ALASKA COMMUNICATIONS **VENDOR SERVICES AGREEMENT** **TERMS AND CONDITIONS**

Preamble: Vendor accepts the Alaska Communications Vendor Services Agreement Terms and Conditions (the "T&Cs"), an Alaska Communications Purchase Order ("PO") prepared for the Vendor, and any applicable Statements of Work ("SOW") (collectively and including any attachments, the "Agreement") by doing any of the following: (a) signing a PO or the Agreement on paper or electronically; or (b) delivery of goods or services to Alaska Communications which goods or services are accepted by Alaska Communications.

1. SERVICES AND ETHICAL CONDUCT.

a) This Agreement applies to the delivery of certain services and for certain deliverables as listed in applicable SOWs or POs that may be proposed and approved by the Parties. Any such approved SOW or PO will be incorporated herein by reference the services and deliverables described in any SOW or PO are hereafter referred to as the "**Services**". If the scope of the Services is expanded, revised, or modified for any SOW or PO incorporated herein, the Parties will prepare and sign an amended or new SOW or PO, which likewise will be attached hereto and incorporated herein by reference. Absent the execution of a SOW or PO, this Agreement does not, in and of itself, represent a commitment by Alaska Communications to receive any Services from Vendor or pay Vendor any fees.

b) In performing the Services, Vendor will comply with Alaska Communications' Vendor Compliance Manual available at www.alaskacommunications.com/Vendor-Compliance-Manual which includes requirements regarding honest and ethical conduct, conflict of interest, reporting, compliance, company opportunities, confidentiality, and other matters. Specifically, Vendor will take no action that would constitute a violation of the Code of Ethics if taken by an employee of Alaska Communications.

2. TERM. This Agreement will become effective at one minute past midnight (12:01 a.m.) Alaska Time on the Effective Date and, will continue until terminated by either Party as provided below in Section 5 ("Term"). If the SOW or PO provides for a different Term, the SOW or PO Term will control for that specific SOW or PO only.

3. FEES, PAYMENT TERMS, AND EXPENSES.

a) In exchange for the services performed and goods delivered by Vendor, Alaska Communications agrees to compensate Vendor in the amounts specified in the Agreement. Amounts specified shall be firm and fixed unless otherwise specifically stated therein. All such amounts are deemed to be inclusive of all taxes, fees, surcharges and similar amounts except sales or use taxes imposed by the State of Alaska or its subdivisions on Alaska Communications in connection with the goods or services rendered. Invoices must be rendered no more frequently than monthly and will cover services and goods that have been delivered prior to the invoice. In no case may Vendor invoice Alaska Communications in advance for any services or goods. Vendor will invoice Alaska Communications for Services immediately after providing Services. Alaska Communications will pay for services performed and goods delivered by Vendor on terms agreed upon starting on the date that the invoice is received by Alaska Communications. Alaska Communications will not pay

charges for any Service invoiced more than 120 days after close of the billing month in which the charges were incurred. The failure of Vendor to invoice Alaska Communications for Services within 120 days in which such Services were rendered shall constitute a waiver of Vendor's right to bill, make a claim or take any other action with respect to such charges. Alaska Communications will pay all undisputed invoices within 45 days of receipt.

b) In addition to the fees payable as specified in Section 3.a. above, and only to the extent provided for in any SOW or PO, Alaska Communications will reimburse Vendor for its actual out-of-pocket expenses as reasonably incurred by Vendor in connection with the performance of Services. Additional expenses for travel, materials, services, training and hardware may only be incurred by Vendor and charged to Alaska Communications upon the prior written approval of Alaska Communications.

4. CHANGE ORDERS OR OUT OF SCOPE SERVICES.

To the extent that Alaska Communications requires or requests, in writing, additional services or services that exceed the Services set forth in any SOW or PO incorporated herein, Vendor will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth on a written Change Order, which will also provide a description of the changed or additional services being requested. Once a Change Order is signed by both Parties, it will be incorporated into the Agreement and have the same legal effect as the SOW or PO that is incorporated into the Agreement.

5. TERMINATION.

a) Termination without Cause. Alaska Communications may terminate this Agreement for its convenience at any time, in whole or in part, whether or not there has been a Default by Vendor, upon 14 calendar days' written notice to Vendor specifying the date of termination. If a SOW provides for a different termination notice period, the SOW termination clause will control for that specific SOW only.

b) Termination for Cause. If Vendor commits a material breach of this Agreement or defaults in the performance of any of its material obligations under this Agreement or any SOW or PO (a "Default") and fails to correct such Default (or if immediate correction is not possible, fails to commence and diligently continue effective action to correct such Default) within 15 calendar days following written notice of Default from Alaska Communications, Alaska Communications may, at its option and without prejudice to any other rights or remedies Alaska Communications may have, hold in abeyance further payments to Vendor and/or terminate this Agreement by written notice to Vendor specifying the date of termination. In the event of such termination, Alaska Communications may take possession of the work and any or all materials and equipment and perform the Services by whatever method Alaska Communications deems expedient. The Parties acknowledge that time is of the essence and Vendor's failure to deliver goods or services in a timely manner is a Default and Alaska Communications reserves the right to cancel, purchase elsewhere, and hold Vendor accountable for additional costs or damages that Alaska Communications incurs.

c) In the event Vendor becomes bankrupt or makes any application under the law relating to bankruptcy, insolvency, or reorganization, or makes any arrangements for conveyance or

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assignment for the benefit of creditors, or have other steps taken against it as a result of insolvency or inability to meet creditors' demands, Alaska Communications may, by providing notice in writing, immediately terminate this Agreement. Termination under this section will be without compensation to Vendor, except that this provision will not prejudice or affect any right of action or remedy which will have accrued or thereafter accrue to Alaska Communications.

d) If Alaska Communications determines that a Service Organization Certification is needed in connection with the Services and the Vendor is unable to provide it to Alaska Communications' satisfaction, Alaska Communications may terminate this agreement upon written notice.

e) In the event of any termination under this section, Alaska Communications will be entitled to receive all Services in progress or completed as of the date of termination. Vendor will, no later than the termination date, advise Alaska Communications of all outstanding subcontracts, rental agreements purchase orders, and any other agreements which Vendor may have with others pertaining to performance of the Services and furnish Alaska Communications with complete copies thereof. Upon request by Alaska Communications, Vendor will assign to Alaska Communications, in form and content satisfactory to Alaska Communications, Vendor's title to materials and equipment for the Services and such of the subcontracts, rental agreements, purchase orders, and other agreements as may be designated by Alaska Communications.

f) Failure by Alaska Communications to give notice of Default, or to insist on compliance with any of the terms or conditions of the Agreement or the granting of any extension of time for performance, will not constitute the permanent waiver of any term or condition of the Agreement and each provision of the Agreement will remain in full force and effect.

6. SAFETY.

a) Vendor covenants that all Services performed under this Agreement will be conducted in accordance with all applicable safety regulations, precautions, and procedures, and Vendor will provide its employees with all protective equipment and devices required by governmental authorities or reasonably recommended by industry safety associations. Further, Vendor agrees and acknowledges that it is subject to and will comply with all safety requirements and procedures set out by any Alaska Communications customer where Vendor is providing Services at such customer's facility.

b) Vendor covenants and represents that all Services performed by it, and its subcontractors, and its and their employees and agents, will comply with the any specific safety requirements set forth in all SOW or POs

c) Any breach of the safety requirements set forth in this section, or in any SOW or PO or specific customer facility safety requirements will be cause for immediate removal of Vendor and its subcontractor's employees and agents from the work location and, at Alaska Communications sole discretion, termination of the applicable SOW or PO and/or the Agreement.

7. EQUIPMENT MAINTENANCE. Vendor is solely responsible for, and bears all costs of, any and all maintenance of equipment and facilities owned or otherwise controlled by Vendor. If Vendor's maintenance is of the type that could result in interruption, loss or degradation of Service, Vendor must give Alaska Communications no less than 20 calendar days' prior written notice, Alaska Communications

may require Vendor to reschedule maintenance. In the case of an emergency, Vendor will give as much notice as is practicable. Vendor will also notify Alaska Communications at the completion of any maintenance work.

8. COMPLIANCE WITH LAWS. Vendor agrees to comply with all laws, rules, and regulations, whether federal, state, municipal, or foreign (collectively "Laws") which are now or may in the future become applicable to the Agreement and applicable SOW or POs, Vendor's business, equipment and personnel engaged in the Services covered by this Agreement, or occurring out of the performance of such Services. Specifically, with regard to its and its subcontractors' employees working in Alaska, Vendor agrees to comply with the Alaska Human Rights Act, Alaska Statute §§ 18.80.010 to 18.80.300. Vendor agrees to indemnify Alaska Communications from and against any fines, penalties, damages, demands, losses, claims, suits, judgments, expenses (including reasonable attorney's fees and any other expenses), or causes of action arising out of the failure of Vendor, its subcontractors or its or their employees or agents to comply with all applicable Laws.

8A. COMPLIANCE WITH FEDERAL ACQUISITION REGULATIONS ("FAR"). Vendor agrees to comply with any provision in a government contract with Alaska Communications which requires the flow down to Alaska Communications' subcontractors including the following FAR clauses: 52.203-13, 52.203-15, 52.203-19, 52.204-21, 52.219-8, 52.222-21, 52.204-23, 52.204-25, 52.222-26, 52.222-35 through 37, 52.222-40, 52.222-50, 52.222- 55, 52.222-62, 52.224-3, 52.225-26, 52.232-40, and 52.247-64. Vendor certifies that none of the equipment provided to Alaska Communications is produced or provided, in whole or in part, by any entity covered by FCC prohibition Docket No. 18-89. More specifically identified as Chinese telecommunications equipment manufacturers, Huawei and ZTE.

9. TAXES. Vendor further agrees to pay all taxes, licenses and fees levied or assessed on Vendor by any governmental agency; including, without limitation, unemployment compensation insurance, old age benefits, social security, or other taxes upon wages of Vendor in connection with, or incident to, the performance of Services by Vendor, its agents, employees and representatives. Vendor agrees to reimburse Alaska Communications on demand for all such taxes or governmental charges that Alaska Communications may be required, or may deem necessary, to pay on account of employees of Vendor or its subcontractors.

10. INDEPENDENT CONTRACTOR. The Parties enter into this Agreement as independent contractors and nothing within this Agreement will be construed to create a joint venture, partnership, agency, joint employer or other employment relationship between the Parties. All employees of Vendor or its subcontractors who are assigned to perform Services at any Alaska Communications or Alaska Communications customer owned or leased facility will be considered to be an employee of Vendor or its subcontractor, as applicable, only and will not be considered an agent or employee of Alaska Communications for any purpose. Vendor and its subcontractors will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by Law. In no event will any Vendor or subcontractor employee be eligible

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for or entitled to any benefits provided by Alaska Communications. Vendor is solely responsible for performance managing, disciplining, and terminating its employees assigned to work on Alaska Communications' projects.

11. INSURANCE. Vendor and its subcontractors will, at all times during the term of this Agreement and applicable SOW or PO, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A- VII or allowable self-insurance. Notwithstanding anything to the contrary in this Agreement, Vendor will not commence any Services hereunder until Vendor has fulfilled all insurance requirements herein.

a) Workers' Compensation Insurance or self-insurance with statutory limits as required in the state(s) of operation. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

b) Commercial General Liability Insurance covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by Alaska Communications hereunder. The limits of insurance will not be less than the limits as listed below:

Each Occurrence	\$5,000,000
General Aggregate Limit	\$10,000,000
Products-Completed Operations Limit	\$5,000,000

c) Comprehensive Automobile Liability Insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

d) Alaska Communications will be added as an additional insured party to any applicable policy required in a., b., and c. Vendor will forward to Alaska Communications certificate(s) of such insurance upon execution of this Agreement and upon any renewal of such insurance during the Term of this Agreement. The certificate must provide that Vendor's insurance company waives subrogation against Alaska Communications. Vendor will provide 30 days' prior written notice of cancellation, material change or exclusions to the policy to Alaska Communications. With the exception of worker's compensation insurance, all of the referenced insurance policies shall be endorsed as primary insurance to any insurance of Alaska Communications, its officers, directors, and/or employees.

12. RIGHTS IN DATA.

a) All of the materials prepared for or submitted to Alaska Communications by Vendor in the course of providing the Services will belong exclusively to Alaska Communications. Vendor hereby assigns to Alaska Communications the ownership of copyright in the materials and Alaska Communications will have the right to obtain and hold, in its own name, copyrights, registrations, and similar protection which may be available in the materials. Vendor will give Alaska Communications or its designees all assistance reasonably required to perfect such rights.

b) To the extent that any pre-existing materials are contained in the materials, Vendor grants to Alaska Communications an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon the Items and (ii) authorize others to do any, some or all of the foregoing.

c) No license or right is granted to Vendor either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of the materials, except pre-existing materials of Vendor, either during the Term or after termination of this Agreement.

13. CONFIDENTIALITY.

a) Confidential Information. During the course of the Parties' relationship, a Party may have access to the other Party's Confidential Information. The Parties agree that the term "Confidential Information" includes any nonpublic or proprietary information or materials relating to Alaska Communications, including but not limited to technical data or know-how, research, products, services, customers, markets, inventions, processes, designs, marketing, future business strategies, trade secrets, budgets, finances, employees, proprietary ideas, concepts, expertise and technologies developed by Alaska Communications and other nonpublic information of Alaska Communications. Vendor will not disclose Alaska Communications Confidential Information to any third party at any time without the prior written consent of Alaska Communications and will take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. Vendor will use confidential information solely for purposes of performing its duties under this agreement. Further, Alaska Communications' Confidential Information includes the terms set forth in this Agreement and any related SOW or PO, all of which remain the property of Alaska Communications and will in no event be transferred, conveyed or assigned as a result of the Services provided pursuant to this Agreement. The foregoing duty will survive any termination or expiration of the Agreement.

b) Non-Confidential Information. The Parties agree that Confidential Information does not include information which Vendor can establish, by legally sufficient evidence: (i) is or becomes in the public domain through no fault or act of the Vendor; (ii) was independently developed by the Vendor without the use of or reliance on Alaska Communications' Confidential Information; (iii) was provided to Vendor by a third party under no duty of confidentiality to Alaska Communications; or (iv) was required to be disclosed by Law with no further obligation of confidentiality, provided, however, prompt prior notice must be given to Alaska Communications..

c) Publicity. Neither Party may issue a press release regarding the existence or terms of this Agreement, nor any services or subsequent work performed hereunder, without first obtaining written approval of the other Party (which approval may not be unreasonably withheld).

d) The Parties agree that the disclosure of any of the foregoing Confidential Information will give rise to irreparable injury to the owner of the Confidential Information that is inadequately compensable in monetary damages. Accordingly, Alaska Communications may seek and obtain injunctive relief against the breach or threatened breach of the foregoing, in addition to any other legal remedies which may be available.

14. NON-SOLICITATION OF EMPLOYEES During the Term of this Agreement and for a period of one year after termination of this Agreement, in the case of any person who was materially involved in the provision or receipt of services under this Agreement, the Parties will not directly, or indirectly, either alone, or in association with others, solicit, or knowingly facilitate, employees of the other Party, or any affiliates, to leave their employment except via a general solicitation that is not target to the employee(s) hired.

15. INDEMNITY.

a) Vendor Agrees to defend, indemnify, and hold harmless Alaska Communications and its affiliates, shareholders, directors, officers, employees, agents, customers, successors, heirs representatives, and assigns (collectively, "Alaska Communications Indemnitees") from and against, any and all claims, proceedings, losses, demands, actions and liabilities (and all associated expenses asserted against, suffered, or incurred by Alaska Communications Indemnitees, including, without limitation, all reasonable attorneys' fees) arising from or incident to:

(i) The performance of the Services by the Vendor, its subcontractors and its or their employees or agents.

(ii) Death or injury to any persons or damage to property arising out of the acts or omissions of Vendor, its subcontractors and its or their employees or agents during performance of the Services.

(iii) Any violation of applicable Laws by Vendor, its subcontractors, and its or their employees or agents during performance of the Services.

(iv) Infringement of patents, copyrights, trade secrets, intellectual property or other proprietary rights covering products manufactured or supplied by Vendor in performing the Services or their use in combination with products manufactured or supplied by others for use in the Services.

(v) Actual contamination or pollution (within the meaning of applicable Laws) caused by acts or omissions of the Vendor, its subcontractors and its or their employees or agents during performance of the Services, provided that none of them will be liable for any condition discovered during performance of the Services which existed prior to its commencement.

(vi) Any breach of this Agreement or failure by Vendor, its subcontractors and its or their employees or agents to comply with any obligation imposed on any of them under this Agreement.

(vii) Vendor's obligations or liability to its employees, agents, and subcontractors, including, without limitation, any liability arising under state and federal labor, health and safety, and employment Laws.

(viii) Any lien, encumbrance, or security interest against any Alaska Communications or customer property arising out of any Vendor Services or materials supplied. Additionally, Vendor will immediately remove any lien, encumbrance, or security interest and reimburse Alaska Communications for all expenses that it may incur as a result of or relating to the removal of any lien, encumbrance, or security interest related to Vendor Services.

b) Alaska Communications will promptly notify Vendor in writing of any claim(s) within Vendor's indemnification obligation of which Alaska Communications has knowledge and will give Vendor any assistance and information reasonably available to Alaska Communications for the defense or settlement of any such claim(s). Any such

assistance or information given to Vendor by Alaska Communications will be provided at Vendor's sole cost and expense. Vendor may not settle or compromise any such claim(s) without Alaska Communications' prior written approval in each such instance.

c) If Vendor fails to assume the defense of any claim within Vendor's indemnification obligation within a reasonable time, Alaska Communications may undertake to defend itself. Any and all costs, expenses, and attorney's fees which Alaska Communications may incur in the furtherance of the disposal or defense of any claim or action within Vendor's indemnification obligation as set forth in this section or in the enforcement of Vendor's indemnification obligations will be solely the responsibility of and be reimbursed by Vendor. At Vendor's sole cost and expense, Alaska Communications will cooperate with and assist Vendor in the defense of any claim or action included within Vendor's indemnification obligation. Any waiver of a portion or all of the insurance provisions of Section 11 of these T&Cs does not limit or act as a waiver of Vendor's liabilities or obligations arising under this Vendor Services Agreement.

16. LIMITED WARRANTY.

a) Vendor guarantees and warrants that the Services to be performed under this Agreement will be performed in a professional manner, consistent with generally accepted industry standards. Vendor guarantees and warrants that the Services performed by Vendor and its subcontractors will be in strict compliance with the requirements of this Agreement and any related SOW or PO and will be free of deficiencies and defects in materials and performance. Vendor will satisfy its obligations to meet the Service specifications without any additional cost or expense to Alaska Communications during the Term of the applicable SOW or PO other than the fees described therein. Vendor further guarantees and warrants that all materials, equipment, and supplies furnished for the Services by Vendor, and its subcontractors or suppliers, will be new, merchantable, of the most suitable grade, fit and sufficient for their intended purposes, and will comply in all respects with the requirements of the applicable SOW or PO. Vendor's guarantees and warranties set forth herein will extend for 12 months after the date of acceptance of the work by Alaska Communications. Vendor agrees to use commercially reasonable efforts to obtain from third party suppliers and manufacturers the best available warranties and guarantees and where possible to assign them to Alaska Communications and to cooperate with Alaska Communications in the enforcement of such warranties and guarantees.

b) Both Parties warrant that they have full legal authority to enter into this Agreement and perform their respective obligations hereunder, and that no third-party rights or permissions are required.

c) Each Party will comply fully with all applicable export control and economic sanctions and Laws relevant to the Services provided under this Agreement (collectively "Foreign Trade Regulations"). Each Party will take all reasonable steps to assure that the Services are not exported, directly or indirectly, in violation of Foreign Trade Regulations or intended to be used for any purposes prohibited by Foreign Trade Regulations.

17. DISPUTE RESOLUTION.

a) Any dispute, controversy or claim (collectively a "Dispute") arising out of or relating to this Agreement will first be

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escalated to a manager or director of the respective Parties. Should resolution not occur within 15 business days of escalation, the Dispute will be escalated to the vice president level of the respective Parties.

b) If the Dispute cannot be resolved in good faith within 15 business days of escalation to the vice president level, the Parties may exercise any and all available remedies at law or equity (including injunctive relief) or may request that the Dispute be settled by binding arbitration. In the event the Parties agree to binding arbitration, which agreement will be at their sole and absolute discretion, the costs of arbitration, including fees and expenses of the arbitrator, will be shared equally by the Parties and each Party will bear the cost of preparing its case.

18. REMEDIES: In addition to other rights and remedies available to Alaska Communications, Alaska Communications will have the right of set-off, the right of specific performance and the right to obtain injunctions.

19. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM, CONDITION, OR PROVISION OF THE AGREEMENT, ALASKA COMMUNICATIONS SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ALL SUCH DAMAGES BEING HEREBY SPECIFICALLY WAIVED.

20. NOTICE. All notices, requests or other communications hereunder shall be in writing, addressed to

Alaska Communications,
Attention: Legal Dept.,
600 Telephone Ave., MS 65,
Anchorage, AK 99503

with a copy to:

Alaska Communications Contracts,
600 Telephone Ave., MS 60,
Anchorage, AK 99503
contracts@acsalaska.com,

and to the Vendor at the address set forth in the Agreement.

21. ASSIGNMENT OF AGREEMENT. Vendor may not assign this Agreement or any SOW or PO without the written consent of Alaska Communications. If Vendor assigns without consent, this Agreement may be terminated at the option of Alaska Communications. The assignment of the Agreement or any Services to be performed hereunder, if so permitted by Alaska Communications, will not relieve Vendor of its obligations hereunder.

22. SECTION HEADINGS. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement

23. TRADE MARKS AND TRADE NAMES. Notwithstanding any other provision of this Agreement, Vendor will have no right to use the Trade Marks or Trade Names of Alaska Communications or to refer to this Agreement or the Services, directly or indirectly, in connection with any product, service, promotion or publication without the prior written approval of Alaska Communications.

24. SURVIVAL. The provisions, which by their nature are intended to survive the termination of this Agreement shall

survive termination and any permitted assignment of this Agreement. Without restricting the generality of the foregoing, but for further clarify, the following sections shall survive the termination of this Agreement, Sections 11, 12, 13, 14, 15, 18, 19, and 23.

25. 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.

26. LEGAL CONSTRUCTION. No provision of this Agreement will be construed against either Party by virtue of the fact of having drafted such provision.

27. AMENDMENTS. All amendments to the Agreement or any SOW or PO must be in writing and executed by authorized representatives of each Party. In the event of a conflict in terms between this Agreement, any SOW or PO and one or more properly executed amendments to the Agreement or SOW or PO, the order of precedence will be from the most recently properly executed document backwards to the original Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or SOW or PO will add to or vary the terms of this Agreement or a SOW or PO. All such proposed variations or additions (whether submitted by Vendor or Alaska Communications) are objected to and deemed material unless otherwise agreed to in writing by the Parties.

28. FORCE MAJEURE. Except for Alaska Communications' obligation to pay Vendor for Services already rendered and reimburse approved expenses already incurred on behalf of Alaska Communications, each Party's failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which it could not, by reasonable diligence, have foreseen or avoided. Such conditions may include but are not limited to natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet, or other communication line failure not the fault of the affected party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, civil insurrection, acts of vendors and suppliers, and concealed acts of employees or contractors, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected must immediately give notice to the other Party of such delay and must resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds 30 days from the receipt of notice, the non-affected Party may terminate this Agreement.

29. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Alaska, without regard to its conflict of laws principles, with venue located in Anchorage, Alaska. The Parties agree that any action related to this Agreement must be brought and maintained only in a federal or state court of competent jurisdiction located in Anchorage, Alaska. The Parties each consent to the jurisdiction and venue of the such courts and waive any right to object to such jurisdiction and venue.

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30. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein. This Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the Parties relating to the subject matter hereof. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

31. COUNTERPARTS. This Agreement and any SOW or PO hereunder may be signed in duplicate originals, or in separate counterparts which are as effective as if the Parties signed a single original. An electronic copy of an original signature is considered as effective as an original:

32. VENDOR USE OF SUBCONTRACTORS. Vendor will remain fully liable for any subcontractor it engages, and Vendor will require any subcontractor to comply with the applicable terms of this Agreement and any POs and SOWs,

33. DATA LOCATION. The location of information maintained by Vendor relating to Alaska Communications or its customers will reside and be maintained within the United States and stored in an isolated environment separate from other of Vendor's customers' data.

34. SECURITY PRACTICES.

a) Vendor's creation, collection, receipt, access, use, storage, disposal and disclosure of any data related to Alaska Communications' customers will comply with all applicable privacy and data protection Laws.

b) Vendor will contribute to any crisis and breach response activities upon request by Alaska Communications. Vendor warrants that it has and maintains the capability to detect fraud and identity theft and will immediately alert Alaska Communications when suspected fraud or identity theft occurs.

c) Vendor will provide, upon request by Alaska Communications, the following documentation prior to commencement of work on the behalf of Alaska Communications or its customers: i) responses to third-party risk profile questionnaire to include cybersecurity practices, where security impacts on business operations of Alaska Communications exist; ii) documentation related to Vendor's HIPAA program, and proof of compliance with the Payment Card Industry Data Security Standard for processing credit cardholder information. iii) security, internal control, and other audit reports;

d) Vendor will provide, upon request by Alaska Communications, the following documentation in the event of vendor breach that threatens Alaska Communications or its customers: i) a summary report of third-party vendor vulnerability scans of its network and web applications, as applicable; ii) cybersecurity practices, where security impacts on business operations of Alaska Communications exist; iii) documentation related to Vendor's HIPAA program, and proof of compliance with the Payment Card Industry Data Security Standard for processing credit cardholder information.

35. SERVICE INSTALLATION. Unless otherwise provided in a PO or SOW, Services will be installed within 30 days of the effective date of the PO or SOW.

36. SERVICE LEVEL ASSURANCES. Unless otherwise provided in a PO or SOW, and as applicable, Vendor agrees to provide the following Service levels assurances:

a) Network Availability – 99.5%; b) Latency - ≤ 45ms.; and c) Jitter - ≤ 2ms.

37. SERVICE INTERRUPTION. If a Service interruption occurs, Vendor must immediately report the Service interruption to the Alaska Communications and promptly take steps to restore the Service. Notification must include an estimate of the time within which it will restore the Service. Vendor will provide regular status updates during the Service interruption.

38. COLOCATION, ACCESS, AND REMOTE HANDS.

Vendor will provide necessary colocation space and power and access to Vendor's facilities for Alaska Communications. In the event Vendor provides remote hands services, it will invoice Alaska Communications at its most favorable labor rates. Neither Party may interconnect its equipment, facilities, or network with the other Party except as agreed to in writing, provided that Vendors charges for such connections will be at its most favorable rates.

END OF TERMS AND CONDITIONS