

HIGH-SPEED INTERNET SUBSCRIBER TERMS AND CONDITIONS OF SERVICE

This High-Speed Internet Subscriber Agreement together with the exhibits and materials referenced herein (“Agreement”) is between TelAlaska and the end user of the TelAlaska service(s) and equipment described below (“you” or “Customer”). TelAlaska’s provision of Service, Equipment and/or Software to you, and your receipt and use thereof, is subject to all provisions of this Agreement. Please review the Agreement carefully, it governs your use and TelAlaska’s provision of the Service, Software, and Equipment.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE AND/OR EQUIPMENT, , OR INSTALLING THE EQUIPMENT YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, EVEN IF YOU CHOOSE NOT TO READ IT. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES, CHARGES, AND OTHER TERMS AND CONDITIONS QUOTED TO YOU DURING THE ORDERING PROCESS, PROVIDED TO YOU IN PRODUCT INFORMATION AND OTHER DOCUMENTATION ASSOCIATED WITH YOUR OFFER, AND ON [ORDER SERVICE](#), ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CALL TELALASKA AT 888-478-3127 TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO TELALASKA.

TelAlaska may change this Agreement, the pricing, and the Product Information, at any time, and from time to time upon reasonable notice to Customer. If any such change(s) is (are) unacceptable to the Customer, the Customer may terminate this Agreement by prompt written notice to TelAlaska. The Customer’s use of the Services following publication of such change(s) will be conclusively deemed as the Customer’s acceptance of and agreement to such changes on a prospective basis.

1. Definitions.

“AUP” means the TelAlaska Acceptable Use Policy posted at <https://www.telalaska.com/resources/acceptableusepolicy/>, including all future revisions.

“TelAlaska” means TelAlaska, Incorporated or its subsidiaries, Mukluk Telephone Co. and TelAlaska Long Distance, Inc. and their affiliates.

“Equipment” means TelAlaska-provided modem(s) and equipment to enable use of the Service.

“Force Majeure Event” means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from TelAlaska’s failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder or disobedience; or failures of suppliers of goods and services.

“Late Charge” is the portion of the payment not received by or immediately available to TelAlaska by the due date multiplied by the highest lawful amount for commercial transactions in the state in which you receive Service, Equipment, and/or Software.

“MRC’s” means monthly recurring charges.

“NRC’s” means non-recurring, one time charges.

“Product Information” means information about the Service and Equipment that may be provided in product literature, user manuals, brochures and welcome material.

“Regulatory Activity” means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

“Service” means Internet access service provided by TelAlaska, which may also be referred to as TelAlaska Internet Service or TelAlaska High-Speed Internet Service, and related TelAlaska installation, repair, support and provisioning.

“Taxes” means foreign, federal, state and local taxes, surcharges, other similar charges, and any other imposition that may be passed on by TelAlaska to Customer.

2. Service Description. TelAlaska agrees to provide, and you agree to purchase the Service. Further details regarding the Service may be provided in Product Information and [here](#) and are incorporated herein by reference.

(a) TelAlaska will provide Internet service to customers with a wireline telephone line through TelAlaska. TelAlaska may terminate your Service or charge you for stand-alone Service, if you change or cancel your TelAlaska local telephone service.

(b) Availability. TelAlaska Internet service may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds are “up to” and TelAlaska will provision your line at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Availability of service depends on availability and limits of TelAlaska wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by TelAlaska line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at your location, your service location, phone line qualifications, computer performance/configuration, and network/internet congestion. Service is provided on a per-line basis, and the actual throughput and connection speed of your Service depends on a number of factors such as internet traffic and congestion or bandwidth, distance of your home from a TelAlaska central office, viruses or spy ware, server speed of the Web sites you connect to, traffic and congestion on your home network or corporate LAN, and Windows PC settings, in addition to the

factors listed above. Uninterrupted or error free Service is not guaranteed and TelAlaska may limit speeds.

(c) Moves. If you move to another location (including a move within the same building) you are not guaranteed to have Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to new Service will apply.

(d) TelAlaska Facilities. Certain TelAlaska facilities and equipment used to provide you Internet service may be located on your premises. These facilities and equipment are the property of TelAlaska and must be installed, relocated, rearranged, tested, inspected, and maintained only by TelAlaska. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the TelAlaska facilities or equipment unless authorized by TelAlaska. Any unauthorized attachments or connections may be removed or disconnected by TelAlaska and your Service may be suspended or terminated as a result. You agree to provide TelAlaska access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. TelAlaska is not liable for defacement or damage to your premises resulting from the existence of TelAlaska facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of TelAlaska negligence. You may be required to provide, install, and maintain, at your expense, certain items to receive Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of TelAlaska facilities, and conduit and/or trench.

(e) Account Usage and Password. We will establish a user name and password of your choice, as part of the order process. You are responsible for maintaining the confidentiality of the user name and password, and are fully responsible for all activities that occur under your user name or password including payment for all such activities. You agree: (A) that only you and your authorized designees will use your username and password and that you will not transfer or disclose either your username or password to any other person, (B) to immediately notify TelAlaska of any unauthorized use of your user name or password or any other breach of security, and (C) to ensure that you exit from your account at the end of each session. "Authorized designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the internet service using your username and password. You must ensure that any such authorized designees will comply with this Agreement and you will be responsible for all use of the internet service and any other services accessed through the internet services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the internet service may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the internet service through your account. TelAlaska will not be liable for any loss or damage arising from your failure to comply with this Section. TELALASKA RECOMMENDS USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

(f) E-mail Storage Space and Other Limitations. Your arctic.net or seaward.net mailbox storage space, the size of outgoing and incoming e-mail, and the number of mailboxes available to you are limited. Limits are based on your Service type and are listed on TelAlaska Communication [Our Services page](#). When a mailbox reaches its limit, you will not be able to receive or send e-mail. Additionally, e-mail that exceeds the size limit will not be delivered, and you will receive a notice that the email was too large. TelAlaska e-mail accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files.

3. Equipment. Separately purchased/loaned/rented equipment is required to use the Service. Certain Equipment is available from TelAlaska and other equipment must be provided by Customer.

(a) Loaned/Rental Equipment. If TelAlaska loans or rents the Equipment to you, you agree: (i) that the Equipment is TelAlaska's property, notwithstanding the installation within or attachment to Customer's premises, and you may not assign, rent, encumber or transfer the Equipment or your rights or duties under this Agreement to another without TelAlaska's prior written consent; (ii) not to remove any of the Equipment from the premises and not damage, alter or tamper with any of the Equipment; (iii) to grant TelAlaska the right at reasonable times to enter the premises to inspect, service or remove the Equipment; (iv) not to mishandle, abuse, misuse, or improperly store or operate the Equipment, including using the Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it; (v) if the Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at anytime during the term of this Agreement or upon termination of this Agreement, TelAlaska may charge you for its full retail cost, as set forth in the Equipment Agreement (the "Equipment Charge"); (vi) if the Service is discontinued by either party for any reason, Customer will be responsible for the return of the Equipment to TelAlaska in the same condition as received, ordinary wear and tear excepted, as set forth in this Agreement; and (vii) if Customer fails to return the Equipment, or to return the Equipment in the aforesaid condition, to TelAlaska as required by this Agreement, the Customer will be liable to TelAlaska for the Equipment Charge, plus any costs, including reasonable attorney's fees, to collect such amounts. TelAlaska does not refund or credit rent, so please call TelAlaska immediately if your loaned/rented Equipment is not working properly for a replacement Equipment. If you are renting Equipment and wish to instead purchase Equipment from TelAlaska, the terms and conditions specific to purchased equipment will apply. If you purchase Equipment from TelAlaska other than Equipment loaned or rented to you by TelAlaska you are required to return your loaned/rented Equipment to TelAlaska. Rental payments are due for every month you rent the Equipment and rental payments do not count towards a purchase of the Equipment.

(b) Risk of Loss. You will be deemed the owner of any purchased Equipment. You shall bear all risk of loss of, theft of, casualty to or damage to any Equipment, whether purchased, rented or otherwise from TelAlaska, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by TelAlaska.

(c) Delivery and Installation of Equipment. Equipment will be delivered to you and you shall be responsible for the payment of all shipping charges. You understand that you are responsible for self-

installing the Equipment once you receive it, unless you select a technician installation from TelAlaska for an additional charge.

(d) Damaged/Defective Equipment. If the Equipment is inoperable, technical support is available 24/7, by calling **888-570-1792**. If TelAlaska deems the Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If the Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that TelAlaska deliver replacement Equipment. Any such replacement Equipment will be charged to you at the then current price for such Equipment, as quoted to you at the time of your request, plus shipping and handling and any applicable Taxes. If TelAlaska provides you replacement rental or loaned Equipment outside the Limited Warranty, you will be charged the full retail cost of your non-operational or malfunctioning Equipment plus a monthly rental charge for the replacement Equipment. Replacement Equipment may or may not be the same model.

4. Changes to Service or this Agreement. Subject to any applicable rules or laws, TelAlaska may:

(a) at any time, by written notice to you, including e-mail: (i) stop offering the Service and/or loaned/rental Equipment, (ii) modify the Service and/or any of the terms and conditions of this Agreement, and/or (iii) reduce MRCs or NRCs. Please check our website by clicking [here](#) and your e-mail regularly for changes.

(b) upon 30 days notice to you: (i) increase MRCs and/or NRCs or (ii) change this Agreement or the Service in a way that directly results in a material and adverse economic impact to you. TelAlaska may reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon Regulatory Activity. Your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and cancel your Service if you do not agree to the changes. Any changes or other terms you make to this Agreement, or propose in any other documents, written or electronic, are void.

5. Third party Services, Software and Equipment Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through TelAlaska is subject to the third-party provider's terms and TelAlaska is not responsible or liable for any such services, software, or equipment.

6. Software.

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by TelAlaska or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including without limitation the terms and conditions of this Section.

(b) License. If the Software is accompanied by an end user license agreement ("EULA"), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using

the Service. If the Software is not accompanied by a EULA, TelAlaska grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation, and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Service.

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of TelAlaska or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by TelAlaska or the third-party licensor or supplier. In addition, you agree that you will not decompile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that TelAlaska or the third-party licensor or supplier of the Software, as applicable, own all right title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades or Changes. TelAlaska may update, upgrade or change the Software and related settings on your computer from time to time. You agree to cooperate with TelAlaska in performing such activities.

(g) Termination. TelAlaska may discontinue provision of the Software for any reason, including without limitation if TelAlaska's agreement with a software vendor is terminated. Upon termination of your Service or TelAlaska notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other transaction with the Federal Government which calls for delivery or use of the Software by the Federal Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Federal Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Federal Government's use and disclosure of the Software and documentation, and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL

COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon TelAlaska to make the Agreement effective, unless TelAlaska specifically so consents by separate written agreement. Please contact TelAlaska for Software manufacturer information.

7. Service Conditions. The following conditions apply to the Service. TelAlaska may suspend, terminate, or limit use of your Service if you violate any of these conditions.

Your Internet service may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity (“WiFi”) hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by TelAlaska. You may not use a WiFi hotspot in violation of this Agreement or in a way that interferes with or circumvents TelAlaska’s ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S.

Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, etc. TelAlaska may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all TelAlaska customers. TelAlaska is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) No Resale, Distribution, Transfer, or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with TelAlaska’s prior written consent and according to TelAlaska’s policies and procedures; provided that you may establish a WiFi hotspot as provided above. You may not resell Service or permit or facilitate the use of the Service over the WiFi hotspot or through any other means. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. TelAlaska may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(c) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of the Service, including your primary account and any secondary accounts or subaccounts registered to that account, and will not permit any unauthorized use of the

Service, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service.

(d) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with TelAlaska's ability to provide service to its customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(e) Monitoring and Testing the Service. TelAlaska may, but is not obligated to, monitor the Service. You are responsible for monitoring your accounts for access to newsgroups and Web sites that may contain improper material. You will notify TelAlaska of the continual receipt of email that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. TelAlaska may also test Service for maintenance purposes to detect and/or clear trouble.

(f) Wi-Fi. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. TelAlaska cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and TelAlaska makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service.

(g) Data Management and Security. TELALASKA STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. TelAlaska is not responsible or liable for the management or security of your data, including without limitation loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on TelAlaska servers or your computer or server.

(h) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of TelAlaska and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. TelAlaska grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by TelAlaska or will be implied or arise by estoppel, with respect to any Service.

(i) TelAlaska will use reasonable efforts to have its Service available at all times, but it has no responsibility for interruptions in the Service, other than to use good faith efforts to restore the Service, and except that the Customer will receive credit for any Service interruptions or failure upon verifiable notification to TelAlaska. **TELALASKA MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL TELALASKA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF FAILURE**

OF THE SERVICES OR THE EQUIPMENT PROVIDED. TELALASKA'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR TELALASKA'S FAILURE TO PROVIDE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY WILL BE LIMITED TO THE OUT-OF SERVICE CREDIT SET FORTH IN SECTION 13(F) OF THIS AGREEMENT.

8. Installation, Maintenance and Support. Charges apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. TelAlaska will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in TelAlaska facilities (no charge if TelAlaska later finds the trouble was in TelAlaska facilities) or TelAlaska equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (A) Customer requests a service date change but fails to notify TelAlaska before the service date and TelAlaska technician is dispatched on the service date (will have to pay dispatch charge and TelAlaska will change the service date) or (B) TelAlaska technician dispatched for maintenance of service and no trouble is found in TelAlaska facilities (applies each time this happens).

9. Acceptable Use Policy. Customer agrees that all use of the Services will comply with the AUP, posted here: <https://www.telalaska.com/resources/acceptableusepolicy/>. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). TelAlaska may immediately terminate or suspend any account which TelAlaska believes is transmitting or is otherwise connected with any Spam. Further, TelAlaska may hold you liable for TelAlaska's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay TelAlaska liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

10. Privacy. TelAlaska may provide customer information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under this Agreement; or to protect TelAlaska's or others' rights or property regarding our services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. See also TelAlaska Privacy Policies posted [here](#), which may change from time to time. Additionally, TelAlaska, its affiliates and third party vendors, may access and use information regarding your bandwidth usage and performance of your Equipment, Software, and Service to: (a) perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

TelAlaska does not require or intend to access or use confidential health related information of Customer or Customer's clients (collectively "End Users") that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The obligation to comply with HIPAA is the sole responsibility of the Customer. Standard commercial telecommunications service providers acting as a conduit for such information are not considered "business associates" as defined in 45 CFR 160.103 under HIPAA. In its role as a conduit telecommunications service provider, HIPAA does not apply to TelAlaska. Any exposure to End Users' PHI will be incidental to TelAlaska's provision of Service and is not meant for the purpose of managing the PHI or creating or manipulating the PHI. Such incidental exposure is allowable under 45 CFR 164.502(a)(1)(iii) and, as such, TelAlaska represents that it is not a "Business Associate" or "covered entity" under HIPAA for the purposes of this Agreement.

11. Rates and Charges; Payment.

(a) Rates and Charges. All Service and Equipment is provided to you at the MRCs and NRCs quoted to you during the ordering process and as set forth in Product Information provided to you and on <https://www.telalaska.com/> (which is subject to change) at the time(s) you order Service and/or Equipment. You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or rental charges, monthly Service charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, and Taxes. In the event TelAlaska offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment. You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers.

(b) Payment.

(i) Billing. Charges are billed monthly with MRCs and governmental charges billed in advance, and usage and NRCs billed in arrears. You will pay all billed charges, including any Late Charges, by the due date set forth in your billing statement. Late Charges apply to all amounts not paid by the due date. Customer acknowledges the reasonableness of the Late Charge in lieu of assessing specific damages for late payments and that the Late Charge is not a penalty. The Customer understands that TelAlaska may reduce or disconnect the Services offered to the Customer for non-payment of any charges due. The Customer agrees that TelAlaska may require a reconnection charge, advance payment, and/or a deposit if the Services are disconnected for non-payment. Deposits are held for a minimum of twelve (12) months. Deposits can be refunded after customer establishes a good credit history, meaning service for twelve consecutive months, with no disconnects for non-payment, and no more than two late notices.

(ii) If TelAlaska incurs any charges or fees to collect money owed or to assert any other right which TelAlaska may have, the Customer agrees to pay such reasonable costs of collection or other action, including reasonable attorney's fees.

(iii) You will provide all information necessary for TelAlaska to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete and will promptly notify TelAlaska whenever your personal or billing information changes. You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(iv) *Disputes.* You must give TelAlaska notice of any dispute on your bill. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all TelAlaska expenses incurred to recover such withheld amounts, including attorneys' fees.

(v) *Deposit.* TelAlaska may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from date TelAlaska received deposit until date TelAlaska refunded the deposit.

12. Term and Termination.

(a) *Month-to-Month Term.* Unless otherwise specified herein or in the terms of your offer, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(b) *Termination.* Subject to the terms of this Agreement, You may terminate this Agreement and your use of the Services at any time and for any reason by calling TelAlaska at 888-478-3127, or sending an email to customerservice@telalaska.com. Subject to the terms of this Agreement, TelAlaska may terminate this Agreement and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due, if TelAlaska ceases to offer the Service, or if TelAlaska believes you or someone using your Service has violated this Agreement. TelAlaska may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of TelAlaska and is subject to applicable charges. If Service is terminated by you or TelAlaska prior to the end of a monthly term, you will be required to pay a prorated amount of the MRCs for the month and the full amount for any NRCs or other charges for the month and any accrued but unpaid amounts related to Service and Equipment through the effective date of termination.

(c) Return of Equipment. Upon cancellation of Service and/or termination of this Agreement, you must promptly return your Equipment to TelAlaska in the same condition as received, ordinary wear and tear excepted. TelAlaska will, at its option, either: (1) charge you the Equipment Charge if TelAlaska does not receive the Equipment in the aforesaid condition within 30 days after termination or (2) charge you the Equipment Charge upon termination and credit you back for such charge if TelAlaska receives your Equipment in the aforesaid condition within 30 days following termination.

(d) Deletion of Data upon Termination. Upon termination of your Service, TelAlaska may immediately delete all data, files, and other information stored in or for your account or on your Web site without notice. In certain circumstances you may request that TelAlaska reactivate your account and restore your deleted Web hosting and e-mail data. TelAlaska must receive your request no later than 90 days after termination.

13. Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. TELALASKA EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. TELALASKA RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER TELALASKA HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, TELALASKA, ITS AFFILIATES, AGENTS, INTERNET BANDWIDTH SUPPLIERS AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT EVEN IF ANY SUCH DAMAGES ARE CAUSED BY TELALASKA, ITS AFFILIATES, AGENTS, INTERNET BANDWIDTH SUPPLIERS OR CONTRACTORS. YOU AGREE, AND HEREBY UNCONDITIONALLY AND FOREVER, RELEASE, DISCHARGE AND WAIVE ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER, WHETHER LEGAL, EQUITABLE OR OTHERWISE, WHICH YOU MAY HAVE AGAINST TELALASKA OR ITS AFFILIATES, AGENTS, INTERNET BANDWIDTH SUPPLIERS AND CONTRACTORS ARISING AT ANY TIME ON OR AFTER THE DATE OF COMMENCEMENT OF SERVICE. THIS RELEASE OF CLAIMS EXTENDS TO ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER, WHETHER KNOWN, UNKNOWN OR CAPABLE OR INCAPABLE OF BEING KNOWN AS OF THE DATE OF COMMENCEMENT OF SERVICE OF THEREAFTER.

(c) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15 BELOW IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY

SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 13, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY YOU TO TELALASKA FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. TELALASKA'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY YOU TO TELALASKA UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) TELALASKA DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD PARTY AND THE THIRD PARTY FAILS TO PROVIDE THAT SERVICE, TELALASKA WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.

(e) TELALASKA DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(f) TELALASKA'S SOLE LIABILITY AND YOUR SOLE REMEDY FOR TELALASKA'S FAILURE TO PROVIDE THE SERVICE AND INTERRUPTIONS IN THE SERVICE SHALL BE LIMITED TO AN OUT-OF-SERVICE CREDIT FOR THE PERIOD DURING WHICH SERVICE WAS INTERRUPTED IF SERVICE IS INTERRUPTED FOR MORE THAN 48 HOURS AFTER WRITTEN NOTICE BY THE CUSTOMER TO TELALASKA. CREDIT ALLOWANCES ARE CALCULATED ON THE BASIS OF A 30-DAY MONTH, AND THE CREDIT SHALL BE A PRO-RATA AMOUNT OF THE SERVICE CHARGE BASED ON THE DURATION OF THE INTERRUPTION. TELALASKA SHALL HAVE NO LIABILITY FOR, AND THE OUT-OF-SERVICE CREDIT SHALL NOT APPLY TO, INTERRUPTIONS RESULTING FROM NEGLIGENCE OR NONCOMPLIANCE WITH THIS AGREEMENT ON THE PART OF CUSTOMER, THE OPERATION OR MALFUNCTION OF FACILITIES, POWER OR EQUIPMENT PROVIDED BY CUSTOMER, OR A FORCE MAJEURE EVENT.

(g) As part of providing Service we may access your premises, computer hardware and software, and your networking and Internet related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or such equipment. TelAlaska's liability is limited to damage arising from willful misconduct or grossly negligent acts of TelAlaska technicians in accessing your premises, computer, or networking and Internet-related equipment up to \$500. This is your sole remedy for such activity and neither TelAlaska nor its affiliates, agents, or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct, and is NOT part of any benefit under this Agreement.

(h) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

14. Personal Injury, Death, and Property Damage. TELALASKA'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF TELALASKA RELATED TO THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (AS LIMITED IN SECTION 13 ABOVE), OR BODILY INJURY OR

DEATH DIRECTLY CAUSED BY TELALASKA'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. TELALASKA AND ITS AFFILIATES, AGENTS, INTERNET BANDWIDTH SUPPLIERS AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS, REGARDLESS OF THE CAUSE. DAMAGES UNDER THIS SECTION WILL BE SUBJECT TO THE LIMITATION OF LIABILITY IN THIS AGREEMENT BUT NOT THE DAMAGE CAP. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

15. Warranty.

(a) Limited Warranty for Equipment. TelAlaska extends a Limited Warranty to the original purchaser or renter (you) for the Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from TelAlaska at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

LIMITED WARRANTY

(i) This Equipment is warranted by TelAlaska to the person originally purchasing or renting the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the modem rental (only for modems rented from TelAlaska); and (B) with respect to Equipment that is purchased, for the applicable warranty period provided by the manufacturer of such Equipment.

(ii) This Limited Warranty covers only the basic operations of the Equipment, and TelAlaska does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, or operating or other system. If the Equipment malfunctions due to a manufacturing defect, before the applicable warranty period expires, TelAlaska will replace or repair it, at its option, without charge, so long as (A) you notify TelAlaska by calling the correct number set forth in Section 15(a)(vi) below, report that the Equipment's basic operations are not functioning properly, and cooperate with the TelAlaska representative to evaluate the circumstances; (B) the date you so notify TelAlaska is within the warranty period specified above; and (C) you promptly return the Equipment to TelAlaska. TelAlaska will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within thirty (30) days after you comply with (A) through (C), above; (2) provide you with an expedite option whereby TelAlaska will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, TelAlaska may charge you, via a credit card that TelAlaska accepts or other means TelAlaska chooses, for the full retail cost of the replacement Equipment ("Advance Charge"). If you return and TelAlaska receives your defective

Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, TelAlaska will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option that you and TelAlaska may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) Repaired/Replacement Equipment. TelAlaska may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at the sole discretion of TelAlaska. This Limited Warranty will apply to the replaced or repaired Equipment until the end of the warranty period set forth herein or such longer period as may be provided by the manufacturer or such Equipment. All replaced products or parts become the property of TelAlaska and will not be returned.

(iv) Exception and Exclusions. This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by TelAlaska, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty.

(v) No Other Express Warranties and Limitation of Implied Warranties. This Limited Warranty is the only express warranty extended by TelAlaska in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEDING SECTION, TELALASKA PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. ACCURACY, NONINTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. TELALASKA DOES NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY TELALASKA, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. TELALASKA IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS,

ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. TELALASKA TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. TELALASKA MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

16. Indemnification. You agree to indemnify, defend, and hold harmless TelAlaska and its affiliates, contractors, officers, directors, employees, Internet bandwidth suppliers or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you;

(e) negligent acts, errors, or omissions by you; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of TelAlaska.

17. Governing Law & Venue. (a) This Agreement shall be governed and construed in accordance with the laws of the State of Alaska, excepting there from its conflicts of law rules, and both parties consent and submit to the exclusive jurisdiction and venue of the court located in Anchorage, Alaska, and agree that any claims related to this Agreement shall be brought exclusively in such court. Each party hereby waives any exception or challenge such party may have to such jurisdiction and venue, including any exception based on forum non-conveniens.

(b) Waiver of Jury and Class Action. By this Agreement, both you and TelAlaska are waiving the right to a jury trial on our respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

18. Notices. Except as otherwise provided herein, all required notices to TelAlaska must be in writing and mailed to **201 E 56th Avenue, Anchorage, AK 99518** or emailed to **customerservice@telalaska.com**; Facsimile #: **907-550-1675** Attn.: **Customer Service**. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, **or e-mail to an address provided by you when you ordered Service or Equipment**. You agree to provide TelAlaska with any and every change to your e-mail address by calling **888-478-3127** or emailing **customerservice@telalaska.com**. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via

regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

19. General. If any term of this Agreement is held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. TelAlaska will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements, documents, policies and posted information referenced herein, constitutes the entire agreement between you and TelAlaska with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and TelAlaska related to the Service, Software, or Equipment, the provisions of this Agreement will control.

Please call TelAlaska at [888-478-3127](tel:888-478-3127) if you have any questions regarding your account.