



## Internet Service Agreement

This agreement for Internet Service ("Agreement") sets forth the terms and conditions upon which we agree to provide and you agree to accept the services specified hereinafter. In this Agreement, the words "MTAC", "we", "us", and "our" MTA Communications, LLC, an Alaska limited liability company, the words "you" and "your" refer to the Customer. By signing this Agreement, you agree to comply with the following terms and conditions:

1. **Services.** This Agreement is a specially priced plan for High Speed Unlimited Internet access services ("Services"), and is available to business customers for a three year term. The Services shall be provided to Customer at the Service Address in accordance with the delivery schedule quoted by MTAC. Once Services begin, a change in Service Address requires MTAC's prior approval. Service availability varies by location. Your "Broadband Usage" shall be governed by Matanuska Telecom Association, Inc.'s (MTA's) Internet Service Agreement (<https://www.mtasolutions.com/legal/terms-of-use/>), wherein such term is defined, and by our Internet & Data Services Acceptable Use Policy (<https://files.mtasolutions.com/wp-content/uploads/2021/03/Internet-and-Data-Services-Acceptable-Use-Policy-10.28.16.pdf>), each of which may be changed at any time by MTAC, at our sole discretion.

2. **Term.** This Agreement shall begin on the Effective Date or the date the Services actually begin, whichever is later, and continue for the duration of the Term. Upon completion of the Term, this Agreement shall expire. We reserve the right to terminate this Agreement, with or without cause, at any time.

3. **Pricing.** The initial Monthly Charge is based on the Internet Speed you have selected. You may upgrade your plan or add additional plans at any time during the Term. Upgrades and additions shall be priced at the time the upgrade or addition is requested. Customers that have not purchased MTAC's totalWiFi service may be charged an additional modem rental fee. Plan price does not include applicable Federal and local taxes, surcharges and access fees.

4. **Billing; Payments.** You shall be billed monthly but the billing dates are subject to change at our sole discretion. Any recurring charges for the Services shall be billed one (1) month in advance. All other charges are billed in the month following incurrence, but in some cases may be applied to a subsequent billing. You are responsible for all charges associated with your account and you must pay all charges by the due date shown on your bill. Any past due amount shall accrue interest until paid at the rate of one and one-half (1.5%) percent per month, or the highest rate allowed by law, and may result in a suspension of your Services. If we suspend your Services for nonpayment, you may be assessed a reconnection fee. If you agree to any auto-payment option through your bank or credit account, we may initiate payment from your account for all amounts we bill you without additional authorization or notice. Based on your credit or payment history, we may require certain forms of guaranteed payment as a condition of maintaining Services. You shall be charged an additional fee if your payment is denied by a financial institution. Acceptance of less than full payment shall not waive our right to collect all amounts that you owe us. If you fail to notify us in writing of any disputed charge

within thirty (30) days after the bill date, you shall have waived your right to later dispute such charges. You agree to reimburse any costs of collection (including collection agency fees, actual, reasonable attorneys' fees, court costs and expenses) incurred by us or our affiliates related to Services provided to you. This section shall survive the termination of this Agreement.

5. **Equipment.** We may provide premise equipment to facilitate the provisioning of the Services. All such equipment shall remain our property and must be promptly returned to us upon termination of the Services. If you fail to timely return such equipment you shall incur additional charges.

6. **Default.** We may suspend or terminate your Services at any time without notice: (i) if you breach any of the terms of this Agreement; (ii) if you fail to make any payment due us or our affiliates by the date such payment is due; (iii) if we believe that the Services are being used for an unlawful purpose or in a way that may adversely affect our services; (iv) if you have provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested deposit or advance payment; (v) in the event a petition for bankruptcy or for reorganization is filed by or against you under any Bankruptcy Act; or (vi) if you behave in an abusive, derogatory, or other unreasonable manner with any of our representatives. If you terminate your Services for any reason or we terminate your Services for cause, you agree to pay an early termination fee ("ETF"). The ETF is determined by multiplying the remaining number of months (including partial months) in the Term by the total monthly billing charges currently in effect at the time of termination. The ETF is not a penalty but rather a liquidated damages charge which compensates us for your failure to complete the Term. The minimum ETF is \$250.

7. **Limitation of Liability.** In no event shall we be liable, **EVEN IF DUE TO OUR OWN NEGLIGENCE**, for: (i) any errors, omissions, interruptions, mistakes, delays, or defects in the Services; (ii) any damage or injury caused by the use of the Services; (iii) any third party act or omission; (iv) any third party claim against you; (v) any damage or injury caused by a suspension or termination of the Services; or (vi) any event caused by factors beyond our reasonable control. Notwithstanding the foregoing, if the Services are interrupted continuously for more than twenty-four (24) hours by a cause within our control, we will issue, upon your written request, a credit equal to the pro-rata adjustment of your Monthly Charge then in effect for the period which the Services were unavailable, not to exceed your current Monthly Charges. **IN NO EVENT SHALL MTAC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED**

ONE (1) TIMES THE CURRENT MONTHLY CHARGE THEN IN EFFECT PAYABLE TO MTAC PURSUANT TO THIS AGREEMENT DURING THE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (WHETHER DEEMED DIRECT OR INDIRECT DAMAGES), LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.** This section shall survive the termination of this Agreement.

**8. Disclaimer of Warranties. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING THE SERVICES PROVIDED HEREUNDER. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH INCIDENTS.**

**9. Notices.** Any notice required or given under this Agreement shall be in writing and sent to the address specified above or such other address subsequently specified by notice hereunder. Any notice required or given under this Agreement to us shall be in writing and sent to us at: MTAC, Attention: Contract Administration, 1740 Commercial Drive, Palmer, AK 99645, with a complete copy of such notice emailed to us at: [MTA-Contracts@mtasolutions.com](mailto:MTA-Contracts@mtasolutions.com). Notice shall be deemed to have been given: (i) on the date of actual delivery if delivered by hand; (ii) five (5) days after such notice is deposited in the U.S. First Class Mail, postage paid; or (iii) upon the date of the courier's verification of delivery if sent by a nationally recognized express courier.

**10. Severability; Waiver; Assignment; Binding Effect.** In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining shall remain unimpaired and in full force and effect. Except as expressly provided above, no failure or delay in enforcing any provision of this Agreement shall be deemed a waiver. You shall not assign your rights or obligations under this Agreement without our prior written consent in our sole discretion. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**11. Governing Law; Venue; Attorneys' Fees; Waiver of Jury Trial.** This Agreement shall be construed and governed by the laws of the State of Alaska, without regard to its choice of law principles. You agree that all actions brought to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in the state court of competent jurisdiction located in the Third Judicial District, Palmer, Alaska. You hereby expressly consent to the exclusive personal jurisdiction of such court for any dispute arising under or related to this Agreement. The substantially prevailing party in any such action shall be entitled to its costs and fees (including actual, reasonable attorneys' fees and court costs) incurred in connection with any such action. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.**

**12. Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**13. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

**14. Miscellaneous.** This Agreement is the entire agreement between the parties as to the subject matter described herein and supersedes any previous agreements, oral or written, as to this subject matter. This Agreement shall not be modified, except by written agreement signed by authorized representatives of the parties. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. A facsimile or electronic copy of this Agreement, so long as it is fully executed by the parties, shall be deemed an original. Each party warrants and represents that this Agreement has been executed by a duly authorized representative of such party, and this Agreement constitutes the legal, valid and binding obligation thereof.