

TERMS AND CONDITIONS FOR UUI, UNITED-KUC, AND YUKON TELEPHONE ETHERNET AND HIGH SPEED TDM SERVICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. This is an agreement (“Agreement”) between you (“Customer” or “you”) and United Utilities, Inc., United-KUC, and Yukon Telephone (“UUI”) for ethernet and high-speed TDM services, equipment, and related services and/or features (to the extent such services were deregulated by the FCC) (“Service”) provided by UUI at the service address(es) specified in your account. The Agreement includes and incorporates the provisions below, GCI’s Acceptable Use Policy (available at <http://www.gci.com/about/terms-conditions/acceptable-use-policy>), and GCI’s Privacy Policy (available at <http://www.gci.com/privacy-policy>). This Agreement does not apply to businesses who receive ethernet or high-speed TDM service provided under a Master Services Agreement, Business Services Agreement, or other written contract with UUI.

1. SERVICE

The provisions of UUI’s tariff, Moss Adams FCC Tariff No. 1. (“Tariff”), that apply to “Special Access”, are hereby incorporated into this Agreement and will continue to apply to govern your use of the Service even after this Tariff is no longer in force. Notwithstanding anything to the contrary in the Tariff, subject to notice requirements or other legal limitations, we reserve the right to change monthly recurring fees or rates, usage fees, connection fees, and equipment fees, and to add new fees, at our discretion and at any time. In the event of a conflict between the incorporated Tariff and this Agreement, this Agreement controls.

2. RATES

The current rates for services and features are set forth in postings on UUI’s website at <https://www.uui-alaska.com/regulatory>. For the avoidance of doubt, any rates included in the Tariff are replaced by the rates in this posting. Any changes to the rates are governed by Paragraphs 3 and 4(c) of this Agreement.

3. CHANGES TO THIS AGREEMENT

EXCEPT FOR RATE CHANGES, UUI WILL GIVE YOU AT LEAST 30 DAYS’ ADVANCE NOTICE OF ANY CHANGES TO THIS AGREEMENT OR OUR SERVICE, IF SUCH CHANGE MATERIALLY ADVERSELY AFFECTS YOUR RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT. However, shorter advance notice or no notice may be given if UUI believes that UUI or the Service might be adversely affected if longer notice were given. Notice may be given to you as set forth in Paragraph 4(c). Notice of rate changes will be effective immediately when posted on UUI’s website at <https://www.uui-alaska.com/regulatory>, and you agree that such posting will constitute sufficient notice of rate changes under this Agreement. If you do not agree to the amended Agreement, you may terminate the Service by giving us written notice by U.S. Mail at the address in Paragraph 4(c) within 30 days of the date we notify you. If you use the Service for more than 30 days after we notify you of a change, you agree to the amended Agreement.

4. MISCELLANEOUS

a. Entire Agreement

This Agreement, together with any other documents directly or indirectly made a part of this Agreement, represents the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises that may have been made to you by any of our representatives, agents, or dealers. If any part of this Agreement is found to be invalid, the balance of the Agreement remains enforceable. UUI does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement.

b. Assignment

We may assign all or part of this Agreement without such assignment being considered a change to the Agreement and without notice to you. Upon any such assignment, we are then released from all liability. You may not assign this Agreement or the Service or Company Equipment furnished under this Agreement without our prior written consent.

c. Notices

UUI may send any required or desired notice under this Agreement by mail to the service address specified in your account, by e-mail, by telephone, or by hand-delivery. Our notice to you may alternatively be provided on your billing statement, in a

newspaper, in your online billing account (if applicable), or posted on our website at <http://www.uui-alaska.com>. Notice of rate changes will be posted on UUI's website at <https://www.uui-alaska.com/regulatory>. YOU AGREE THAT ANY ONE OF THE FOREGOING WILL CONSTITUTE SUFFICIENT NOTICE. YOU AGREE TO REGULARLY CHECK YOUR MAIL, E-MAIL, ONLINE BILLING ACCOUNT (IF APPLICABLE), AND ALL POSTINGS ON OUR WEBSITE AND YOU BEAR THE RISK OF FAILING TO DO SO. If you give notice to us, it will be effective when received by us at the following address:

United Utilities, Inc.
Attn: Customer Service
PO Box 92730
Anchorage, AK 99509

d. Governing Laws

This Agreement is subject to applicable federal laws, and the laws of the State of Alaska without regard to its conflict of law rules. If there is any inconsistency between this Agreement and those laws and regulations, this Agreement will be deemed amended as necessary to conform to such laws and regulations.

e. Age

You represent and warrant that you are at least 18 years of age. You may, at your discretion, permit minors to use the Service under adult supervision. You are solely responsible for monitoring all material that is accessed by minors using the Service, and you acknowledge that the Service provides access to content that is unsuitable for minors.

<https://uui-alaska.com/wp-content/uploads/2023/05/COMPLETE-BASE-TARIFF-as-of-6-30-2023.pdf>

Effective as of July 1, 2023

Last updated May 8, 2023