

Tlingit & Haida Government End-User Terms of Service (Starlink Reseller Program – Operated by Tidal Network)

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These Terms of Service ("Terms") apply exclusively to government end-users ("customer" or "you") receiving Starlink internet services through the Tlingit & Haida Starlink Reseller Program (the "Service"), operated by Tidal Network ("TIDAL") (tidalnet.com/starlink).

By activating or using the Starlink services provided by the Central Council of the Tlingit & Haida Indian Tribes of Alaska ("Tlingit & Haida") via Tidal Network, you certify that you represent a qualifying government entity and agree to be bound by these Terms. If you do not agree to these Terms, you must not activate or use the service.

1. Eligibility for Government Entities Only

This service is offered **only to governmental entities** – including U.S. federal, state, tribal, and local government agencies and authorities. By entering into an agreement with Tlingit & Haida and accepting these Terms, you represent and warrant that you are an authorized representative of a government entity and that the Service will be used solely for official government purposes. Any use or signup by non-governmental or consumer users is prohibited. Tlingit & Haida reserves the right to require proof of government status. If it is determined that you are not a government entity or if the Service is used for non-governmental purposes, Service may be suspended or terminated immediately.

2. Role of Tlingit & Haida as Reseller

Tlingit & Haida is an authorized Starlink reseller for government users under a reseller agreement with SpaceX. As a reseller, **Tlingit & Haida will provide full account management and customer support** for your Starlink service. This means:

- **Account Management:** All aspects of your Starlink account – including account creation/activation, service plan selection, changes, and cancellation are handled by Tlingit & Haida on your behalf. End-users will not manage the account directly through Starlink's website; instead, you will interface with Tlingit & Haida for these needs.
- **Billing and Payments:** Tlingit & Haida will bill you for the Starlink services (and any associated equipment or fees) according to the plan you choose (see Section 3). All payments are made to Tlingit & Haida, not to Starlink directly.
- **Technical Support & Troubleshooting:** Tlingit & Haida (and its authorized partners, if applicable) will be your primary point of contact for technical support. This includes assistance with setting up the Starlink equipment, troubleshooting

connectivity or performance issues, and handling any service interruptions. Starlink will not directly provide customer support to you; **all support requests must be directed to Tlingit & Haida**. We will liaise with Starlink's support resources as needed to resolve technical problems, but you should not contact Starlink for support or account issues. Tlingit & Haida shall provide you with Starlink's contact information governmentsales@spacex.com for exceptional cases such as escalations, regulatory matters, or when direct feedback from the end user is specifically requested by Starlink. Tlingit & Haida will facilitate direct Starlink communication with end users, if requested by Starlink.

- **Service Changes:** Requests such as upgrading or downgrading service plans, purchasing additional data (if applicable), or making changes to service addresses must be made through Tlingit & Haida.
- **Cancellation:** If you wish to cancel service, you must notify Tlingit & Haida (see Section 7 on Termination). We will process the cancellation with Starlink. You should not attempt to cancel via Starlink directly, as Starlink will refer you back to the reseller.

2.1 Tidal Network Support Desk

Tlingit & Haida provides and maintains a support desk (the "Tidal Network Support Desk") available to customers **24 hours a day, 7 days a week. Support is available by phone at 907.463.7966 or by email at support@tidalnet.com.** As an authorized Starlink government reseller, Tlingit & Haida has access to Starlink's enterprise-level Premium Support. This enables Tlingit & Haida's support team to escalate technical issues to Starlink's internal support teams, helping to ensure timely resolution.

- **Customer Relationship:** Your primary relationship for billing, service, and support matters is with Tlingit & Haida, not Starlink directly. Please direct all inquiries or requests to us first. In cases of network-wide service outages or major issues originating from Starlink, we will advocate on your behalf and seek any available remedies or service credits provided by Starlink. However, any credits or remedies are subject to Starlink's policies and discretion.

3. Service Plans and Payment Terms

Tlingit & Haida offers three service plan options for Starlink internet access to eligible government customers:

3.1 Prepaid Annual Service Plans (**updated 02.26.2026**)

3.2 Multi-Year Price-Lock Service Plans (**updated 02.26.2026**)

3.3 Monthly Service Plans (unchanged)

Customers may select the option that best fits their operational and budgetary needs. All pricing, premiums, and fees will be set forth in the applicable order form or invoice and are subject to applicable taxes and governmental charges (see Section 3.5).

3.1 Prepaid Annual Service Plan

Under the Prepaid Annual Service Plan, customers may prepay for Starlink service in 12-month increments. The first 12-month prepaid service period (the “Initial Prepaid Term”) is price-locked, providing budget certainty and reducing administrative burden through a single annual invoice. Any amounts prepaid beyond the Initial Prepaid Term are applied as service credits toward future service charges at the then-current Starlink service rate, subject to the terms and limitations described below. This option is best suited for customers certain of their ongoing service needs, as pausing service is not available.

- Prepayment and Term:** You may prepay for Starlink service in 12-month increments, paid upfront. Each prepaid 12-month service period constitutes a separate 12-month prepaid service term (each, a “Prepaid Term”). The Initial Prepaid Term begins on the date your service is activated and continues for the following 12 consecutive months and is price-locked for that term. Customers may elect to prepay for one or more additional Prepaid Terms beyond the Initial Prepaid Term. Only the Initial Prepaid Term is price-locked. Any prepaid amounts covering service beyond the Initial Prepaid Term are treated as service credits, not fixed-rate service periods, and are applied sequentially after the expiration of the Initial Prepaid Term at the then-current Starlink service rate in effect at the time the service is delivered.
- Pricing and Credits:** The monthly service rate applicable to the Initial Prepaid Term is fixed for that term only based on the pricing in effect at the time of purchase. Once paid, the prepaid amount for the Initial Prepaid Term is converted to a service credit and deducted monthly as service is delivered during that term. Any prepaid amounts covering service beyond the Initial Prepaid Term are converted into service credits, not fixed-rate service periods, and will be applied to future monthly service charges at the then-current Starlink service rate in effect at

the time the service is delivered. Purchasing multiple Prepaid Terms or service credits does not constitute a multi-year price guarantee.

- **Expiration and Use of Prepaid Credits:** Prepaid service credits associated with the Initial Prepaid Term must be used within the applicable 12-month period. Prepaid service credits applied beyond the Initial Prepaid Term will continue to be applied until fully exhausted, at the then-current Starlink service rate, subject to any pricing adjustments as described above. Prepaid service credits may not be paused, extended, or carried beyond their applicable service period. Any unused prepaid credits remaining at the end of a prepaid service period are forfeited. There are no refunds for expired or unused prepaid credits, except as required by applicable law.
- **Starlink Price Adjustments:** Starlink service pricing is set by SpaceX and may change at any time. Tlingit & Haida does not guarantee Starlink pricing beyond the initial 12-month Prepaid Term. If Starlink increases its service rates after the initial Prepaid Term, prepaid service credits will be applied at the updated rate, and credits may be exhausted sooner than originally estimated.
- **Pre-Existing Prepaid Agreements:** Customers who entered into prepaid multi-year service agreements **executed prior to January 1, 2026**, with pricing expressly locked for multiple years, will have those agreements honored in accordance with the terms and pricing in effect at the time of execution. This provision applies only to agreements executed before January 1, 2026, and does not apply to renewals, amendments, or new prepaid purchases made on or after that date.
- **Renewal:** If you wish to continue service beyond the exhaustion of prepaid credits, you may purchase a new prepaid service term or transition to month-to-month billing. Any new prepaid service term purchased after prepaid credits are exhausted will constitute a new Initial Prepaid Term, with the monthly service rate fixed for the first 12 months of that new term based on the pricing in effect at the time of purchase. Tlingit & Haida will contact you prior to the exhaustion of prepaid credits to discuss available options. If no action is taken and prepaid credits are exhausted, service will be suspended.
- **Refunds:** Prepaid amounts are non-refundable except as required by law or expressly stated. If you terminate service before prepaid credits are exhausted, any remaining prepaid credit is forfeited and will not be refunded.
- **Billing for Additional Charges:** If you incur additional charges or fees not covered by the base monthly service (including, but not limited to, purchases of additional Priority data beyond your plan limits), such charges will generally be billed separately and will not be deducted from prepaid service credits unless mutually agreed to in writing. In certain circumstances, Tlingit & Haida may agree to apply

available prepaid service credits toward specific additional charges. The application of prepaid service credits to variable, usage-based, or non-recurring charges is not automatic and will be evaluated on a case-by-case basis. Most government Starlink plans include unlimited data subject to Starlink's Fair Use Policy (see Section 6) and typically will not incur overage fees. If Priority data limits are exceeded without additional data purchases, internet speeds will automatically be reduced to approximately 1 Mbps download and 0.5 Mbps upload until the next billing cycle. Priority data blocks may be purchased in increments currently offered by Starlink (e.g., 50GB or 500GB).

3.2 Multi-Year Price-Lock Service Plan (Up to Five Years):

Under the Multi-Year Price-Lock Service Plan, customers may elect to secure a fixed monthly Starlink service rate for a term of up to five (5) consecutive years (the "Price-Lock Term"). This option provides long-term budget certainty and protection from upstream pricing volatility in exchange for full prepayment and a pricing premium reflecting the transfer of Starlink price-increase risk.

Unlike the Prepaid Annual Service Plan, the Multi-Year Price-Lock Service Plan provides a contractual rate guarantee for the full elected term, subject to the conditions set forth below.

- **Election and Term:** Customers may elect a Price-Lock Term of up to five (5) consecutive years, as specified in the applicable order form. The Price-Lock Term begins on the date the Starlink service is activated or, if service is already active, on the mutually agreed effective date set forth in the applicable order form. During the elected Price-Lock Term, the monthly service rate identified in the applicable order form shall remain fixed and shall not increase, regardless of any upstream pricing adjustments imposed by Starlink during such period.
- **Pricing Structure and Premium:** The first twelve (12) months of service under the Price-Lock Term are provided at the standard contracted monthly service rate in effect at the time of execution. Each additional twelve (12) month period beyond the initial twelve (12) months included within the elected Price-Lock Term shall be subject to a Price-Lock Premium of not less than twenty percent (20%) above the standard monthly service rate. The applicable premium percentage shall be specified in the order form. The Price-Lock Premium reflects the transfer of upstream Starlink service rate increase risk from the Customer to Tlingit & Haida for each additional year secured under the Price-Lock Term. Unless otherwise expressly stated in writing, the premium and fixed rate are established at the time of execution and remain unchanged for the duration of the elected Price-Lock Term.

- **Prepayment and Payment Terms:** The Multi-Year Price-Lock Service Plan requires full prepayment for the entire elected Price-Lock Term at the time of execution, unless otherwise expressly approved in writing by Tlingit & Haida. Payment of the full amount secures the fixed monthly service rate for the duration of the Price-Lock Term.

Amounts paid under the Multi-Year Price-Lock Service Plan:

- Do not convert into open-ended service credits beyond the elected Price-Lock Term.
- Are non-refundable except as required by applicable law.

No partial prepayment structures apply unless expressly documented in writing in the applicable order form.

- **Starlink Price Adjustments:** Starlink service pricing is set by SpaceX and may change at any time. During the elected Price-Lock Term, Tlingit & Haida assumes the risk of any Starlink service rate increases. The Customer's fixed monthly rate shall not increase during the Price-Lock Term. If Starlink reduces its service pricing during the Price-Lock Term, Tlingit & Haida is not obligated to reduce the Customer's fixed rate unless otherwise agreed in writing.
- **Early Termination:** If the Customer terminates service prior to expiration of the elected Price-Lock Term, the Customer remains responsible for the full value of the elected Price-Lock Term, unless otherwise agreed in writing. Prepaid amounts are non-refundable except as required by applicable law. Termination does not relieve the Customer of any outstanding payment obligations associated with the elected Price-Lock Term.
- **Expiration and Renewal:** At the conclusion of the Price-Lock Term, service shall automatically transition to month-to-month billing at the then-current standard Starlink service rate, plus the reseller service fees unless the parties execute a new written agreement establishing a new fixed-rate term. The Price-Lock Term does not automatically renew at the locked rate.
- **Scope of Price-Lock:** The fixed monthly service rate applies solely to the base Starlink service plan and the reseller service fees identified in the applicable order form.

The following are not subject to the price-lock guarantee and may change as applicable:

- Taxes, duties, and regulatory fees;
- Surcharges;
- Hardware and equipment purchases;

- Shipping and installation services;
 - Usage-based charges;
 - Priority data block purchases;
 - Optional or add-on services.
- **Billing for Additional Charges:** Additional charges or fees not covered by the base monthly service (including, but not limited to, purchases of additional Priority data beyond plan limits) will be billed separately. Such charges will not be deducted from prepaid amounts unless mutually agreed to in writing. Most government Starlink plans include unlimited data subject to Starlink's Fair Use Policy (see Section 6) and typically will not incur overage fees. If Priority data limits are exceeded without additional data purchases, internet speeds will automatically be reduced to approximately 1 Mbps download and 0.5 Mbps upload until the next billing cycle. Priority data blocks may be purchased in increments currently offered by Starlink (e.g., 50GB or 500GB).

3.3 Monthly Service Plan

For customers on monthly service plans, service can be paused during periods when terminals are inactive. This option is ideal for government customers whose service needs may be seasonal or intermittent.

Under the monthly plan, service is provided on a month-to-month basis with recurring billing:

- **Billing Cycle:** The service is billed **per month** (each monthly period constitutes a billing cycle). Billing will begin once your Starlink kit is activated, and it will be pro-rated until the beginning of the next billing cycle. Thereafter, you will be billed each month on the same day (or nearest business day) of the month.
- **Payment:** Tlingit & Haida issues an invoice at the start of a service period (i.e. 1st of month), and payment is due in 30 days (i.e. end of the service period). Tlingit & Haida will issue invoices and collect payment directly using one of the payment methods outlined on your invoice. If you do not use the service in a given month without pausing (see Section 4 for pause policy), you are still responsible for that month's fees as long as the account remains active.
- **Changes and Cancellation:** You may upgrade or downgrade your plan (if multiple service tiers are offered) effective from the next billing cycle by providing notice to Tlingit & Haida before that cycle begins. Cancellation of the monthly plan can be done at any time with at least 30 days' notice (or a shorter period if required by applicable law or agreed upon); termination will take effect at the end of the then-

current month or billing period. Partial months are not prorated upon cancellation – i.e., if you cancel mid-cycle, the service will continue until the end of that paid month.

- **No Long-Term Commitment:** The monthly plan is a month-to-month agreement with no long-term contract requirement. Continuation of service into each new month constitutes renewal of the agreement for that month.
- **Billing for Additional Charges:** If you incur additional charges or fees not included in your regular invoice (such as purchasing extra Priority data beyond your monthly plan limits), Tlingit & Haida will include those charges on your next invoice. Most government Starlink plans include unlimited data subject to Starlink's Fair Use Policy (see Section 6) and typically will not incur overage fees. If your Priority data allowance is exceeded without purchasing additional data, your internet speeds will automatically slow to approximately 1 Mbps download and 0.5 Mbps upload until the next billing cycle.

3.4 How Additional Charges are Billed:

Monthly Service Customers: Additional charges will appear on your invoice in the next billing cycle.

Annual (Prepaid) Service Customers: Additional charges will be invoiced separately and will not be deducted from your prepaid service balance unless otherwise agreed upon by both parties.

- **Customizing Your Data Allowance:** If your data usage requires revision, Tlingit & Haida provides flexible options for adjusting your monthly data allowance:
 - **Adjust Your Recurring Monthly Data Allowance:** Increase or decrease your monthly data by adding or removing data blocks in increments currently offered by Starlink (i.e. 50Gb or 500Gb).
 - **Automatic Opt-in for Priority Data Blocks:** You may choose to automatically purchase additional 50Gb Priority data blocks when your monthly Priority data allotment is exhausted, at an additional charge per block.

Important: Customers are automatically opted-out of this feature by default at activation. If you exceed your monthly Priority data without opting-in, your internet speeds will automatically be reduced to approximately 1 Mbps download and 0.5 Mbps upload.

- **Individual Top-Up Data Blocks:** Manually request additional one-time top-up data blocks in increments currently offered by Starlink (i.e. 50Gb or 500Gb). These top-up blocks will remain available for use until the end of your current billing cycle.

To manage or adjust your data usage preferences, please contact Tlingit & Haida customer support at support@tidalnet.com or 907.463.7966.

Starlink Terminal Promotional Pricing & Activation Terms

- **Promotional Pricing:** Promotional pricing applies only to Starlink terminals activated by the promotional deadline stated on your quote and invoice.
- **Activation Disclaimer:** If the terminal is not activated by the promotional end date, you will be invoiced separately for the difference between the promotional price and the standard retail price of the terminal.

3.5 Taxes and Governmental Fees

Prices for the service plans do **not** include any applicable taxes, duties, or governmental fees/surcharges. As a government customer, you may be exempt from certain taxes; however, unless you provide proof of exemption, Tlingit & Haida will charge any taxes or fees that we are legally required to collect. This may include, for example, sales tax, use tax, telecommunication taxes, regulatory fees, or similar charges mandated by federal, state, local or tribal authorities. You are also responsible for any permits or license fees directly related to your use of the service (e.g., fees for building permits for equipment installation, if any). All such taxes and fees will be listed on your invoice if applicable. If you believe you are exempt from any taxes, you must provide Tlingit & Haida with the appropriate exemption certificates or documentation in advance. Any taxes or fees that should have been exempt but are not documented as such will be your responsibility.

4. Pausing and Resuming Service

We understand that government needs may be seasonal or intermittent. Therefore, Starlink service through Tlingit & Haida can be paused and resumed in one-month increments, **only available for the monthly service plans (see section 3.2):**

- **Pause Capability:** You may request a pause (temporary suspension) of your service for a full calendar month or more (e.g., 2 months, 3 months, etc.). During a paused

period, the Starlink equipment will not connect to the network and no service fees will be charged for the months paused. Pausing is useful if you know you will not need the service for a period of time (for instance, a remote site is inaccessible during winter months, or a project is on hold).

- **How to Pause:** To initiate a pause, you must notify Tlingit & Haida **before the start of the billing cycle** for the month you wish to pause. For monthly plan customers, this means you should request the pause at least a few days before the next monthly billing date to ensure you are not charged for that upcoming month. For prepaid annual customers, pausing is not currently available. Pauses cannot be applied retroactively to a month that has already started or passed.
- **Pause Duration:** The minimum pause duration is one month. You may specify a fixed number of months to pause (e.g., “pause for 3 months”) or leave it open-ended (and later request to resume when ready). However, service will automatically terminate after 12 consecutive months of pause. Tlingit & Haida will communicate with you as needed during a long pause.
- **Resuming Service:** To resume active service, contact Tlingit & Haida at least a few days before the start of the month you want service back on. We will re-activate the Starlink service for that month and regular billing will resume.
- **Effect on Prepaid Credits:** Annual pre-paid credits cannot be paused and will expire 12 months from the date of activation.
- **Equipment During Pause:** During a pause, you should keep your Starlink equipment safe and stored (or installed) as it is. The dish may be powered off. You remain responsible for the equipment during the pause. If you decide you no longer need the service, you should formally cancel rather than indefinitely pausing.
- **Paused Service Billing:** When your monthly service is paused due to terminal inactivity, no monthly service charges will apply during the paused period. However, extended inactivity without response may lead to termination of service by Tlingit & Haida, following notice to your last provided contact information.

Pausing is offered as a flexibility feature; however, frequent pauses and resumes or very short-term use periods might be subject to additional activation fees or limitations at Tlingit & Haida’s discretion (we will inform you in advance if any such conditions apply). The primary rule is to plan pauses by the month, in advance, to avoid being charged for unwanted time.

5. Installation and Equipment Responsibilities

Using Starlink requires the installation of a Starlink Kit (satellite terminal (“dish”), power supply/router/access point, cables, and necessary mounting hardware). **Proper installation and maintenance of the equipment are critical to service quality and safety.** The following terms apply to equipment installation and use:

- **Equipment Provisioning:** Tlingit & Haida will coordinate provisioning of the Starlink Kit for your use. Equipment will be purchased by you and become your property. Ownership of equipment will transfer to you upon payment in full. The Starlink Kit is composed of proprietary hardware and software provided by SpaceX’s Starlink; you are granted a right to use this equipment solely for accessing the Starlink service under these Terms and further detailed on Starlink’s official legal page.
- **Installation by Tlingit & Haida:**
Tlingit & Haida technicians can install the equipment for you, subject to separate quotation and agreement governed by an independent installation agreement. This installation agreement will outline associated responsibilities, pricing, and terms specific to the installation service.
- **Installation Guidelines:** Unless otherwise agreed upon in writing, customers are solely responsible for the proper and safe installation of the Starlink Kit. The equipment must be securely mounted in a suitable location that provides a clear and unobstructed view of the sky (free of trees, buildings, or other obstacles) as outlined in the official Starlink Installation Guide and using appropriate mounts starlink.com/specifications. If you cannot find an optimal location, do not attempt a suboptimal installation, instead, seek guidance or professional assistance. Customers must follow all instructions provided by Starlink to ensure optimal performance, safety, and compliance. For detailed specifications, installation best practices, and safety instructions, refer directly to official Starlink’s Installation Guide.
- **Installation Assistance:** You may choose to perform the installation with your own qualified personnel or hire a third-party installer.
- **Compliance and Permits:** You are responsible for obtaining any necessary permissions or permits for installation. This includes compliance with applicable law, ordinances, building codes, zoning laws, regulations, or landlord/property owner approvals if the premises are not owned by you. Any fees associated with permits, inspections, or approvals are your responsibility. By installing the equipment, you represent that you have the legal right to do so at that location.

- **Relocation Notification:** Once installed, do not move the dish to a different location or address without notifying Tlingit & Haida. The service is licensed and configured for the specified service address; using it at a different location (especially in another jurisdiction) may violate regulatory rules or Starlink's terms. If you need to relocate the equipment (even temporarily), contact us to discuss options (certain Starlink plans allow portability, but only with authorization).
- **Power and Network:** You are responsible for providing standard electrical power to the Starlink Kit and for connecting the Starlink router to your local network if needed. Ensure your site has adequate power infrastructure. Power outages or surges can interrupt the service or damage equipment – such conditions are outside Tlingit & Haida's control (and are your responsibility to manage, possibly with backup power or surge protectors). Likewise, any integration of the Starlink connection with your internal network (firewalls, etc.) is your responsibility. Our technical support can advise on best practices, but we are not responsible for your internal IT systems.
- **Risk of Installation and Liability:** You acknowledge that installing satellite communications equipment comes with inherent risks. You assume responsibility for any risks or damages associated with the installation. Tlingit & Haida and Starlink will not be responsible for any injury, property damage, or violations of law resulting from the installation process, whether performed by you or third parties. Always follow safety protocols (use proper ladders, fall protection, electrical safety, etc.). If you are not equipped to install safely, do not proceed on your own – seek professional installation help from Tlingit & Haida or another third party.
- **Maintenance:** After installation, basic maintenance (such as clearing snow or debris off the antenna, if safe to do so, or ensuring cables remain securely connected) is the end user's responsibility. Do not attempt any internal repairs of the Starlink Kit. If the kit appears faulty or damaged, contact Tlingit & Haida for support or warranty evaluation (see Section 8 on Warranty). Unauthorized repairs or modifications by you or unapproved technicians may void the warranty and cause service termination. Tlingit & Haida and Starlink will not be responsible for any injury, property damage, or violations of law resulting from maintenance activities, modifications, and/or unauthorized repairs, whether performed by you or third parties.

By installing and using the equipment, you agree that you have taken all necessary precautions and understand that you bear responsibility for installation and operation of the hardware. Tlingit & Haida will support you in setup and troubleshooting, but we are not

on-site and cannot control how you install or use the equipment. Any installation services provided by Tlingit & Haida or its partners will be governed by separate agreements.

6. Acceptable Use and Fair Use Policies

Tlingit & Haida requires all Starlink end-users to follow Starlink's official Acceptable Use Policy and Fair Use Policy. We do not impose any additional usage rules beyond Starlink's policies, but we will help enforce Starlink's rules to ensure proper and fair use of the service. If Starlink or Tlingit & Haida identifies a violation of these policies, we may assist in suspending or terminating the service in accordance with Starlink's directives. For complete details of Starlink's Acceptable Use and Fair Use policies, please refer to Starlink's official legal page.

7. Privacy and Data Protection

Tlingit & Haida is committed to protecting your privacy while facilitating Starlink service for you. We collect and use only the personal information necessary to manage your account and support your internet service, and we safeguard this information in line with applicable data protection standards. Starlink maintains its own Privacy Policy governing how your data is handled during use of the service – for example, how Starlink collects network usage or location data. We encourage you to review Starlink's Privacy Policy on the official Starlink legal site for full details. Tlingit & Haida will not use or share your personal data beyond what is needed to provide and support the Starlink service for our customers.

8. Equipment Warranty and Replacement

Starlink provides a limited warranty for the Starlink Kit (satellite dish, router, and related equipment) provided to customers. Tlingit & Haida will assist our customers in handling any equipment issues under this warranty. If your Starlink equipment is found to be defective or not working properly, please contact Tlingit & Haida's support team – we will coordinate with Starlink to repair or replace the equipment according to Starlink's warranty process. All warranty coverage and terms (such as what is covered and the applicable period) are defined by Starlink, so customers should refer to Starlink's official warranty documentation on their legal page for complete information. Our role is to help you navigate the replacement process and ensure you receive a functioning Starlink Kit as quickly as possible.

9. Limitations of Liability and Indemnification

Users of the Starlink service through Tlingit & Haida are subject to Starlink's limitations of liability and disclaimers as outlined in Starlink's terms. This means that Starlink's terms define the extent of Starlink's responsibility for service performance, outages, or any potential damages. Tlingit & Haida, as a reseller and facilitator of the service, also operates under these same limitations. In practice, neither Starlink nor Tlingit & Haida can be held liable for certain issues beyond the control of the service (for example, unexpected outages or downstream damage), as detailed in Starlink's Terms of Service. We advise all customers to review the official Starlink terms for a full understanding of these disclaimers. In providing the service as a third-party reseller, Tlingit & Haida will fulfill our responsibilities (such as customer support and equipment provision) to the best of our ability, but ultimate liability for the internet service remains limited per Starlink's official terms.

Tidal Network ("TIDAL") is the broadband service program within Tlingit & Haida.

No Indirect Damages: To the maximum extent permitted by law, Tlingit & Haida and TIDAL (including its affiliates, subsidiaries, officers, employees, and agents) shall not be liable for any indirect, incidental, special, consequential, punitive, or any other damages arising out of or relating to your use of the Service. This includes, but is not limited to, any loss of profits, loss of revenue, loss of data, business interruption, loss of goodwill, or personal injury.

Content and Third-Party Services: Tlingit & Haida and TIDAL are not responsible or liable for any content, information, or services that you access, download, or transmit through the Service. You acknowledge that Tlingit & Haida and TIDAL do not control or endorse any third-party content or services on the Internet, and you access such content or services at your own risk. Tlingit & Haida and TIDAL will not be liable for any claims or damages arising from content provided by third parties or from your exposure to any offensive or illegal content through the Service.

Liability Cap for Direct Damages: In the event that Tlingit & Haida and/or TIDAL is found liable to you for any claim arising from or related to the Service, the maximum aggregate liability of Tlingit & Haida and/or TIDAL (including its affiliates, subsidiaries, officers, employees, and agents) shall not exceed the amount you have paid to TIDAL for the Service during the twelve (12) months immediately preceding the event giving rise to the claim. This

limitation is cumulative, and the presence of multiple claims or lawsuits will not increase the cap on Tlingit & Haida and/or TIDAL's liability.

Scope of Application: The limitations and exclusions of liability in this section apply to the fullest extent permitted by law, regardless of the form of action or the theory of liability under which damages are sought.

Acceptance of Terms: By using the Service, you acknowledge and agree to this Limitation of Liability.

10. Indemnification

By using TIDAL's internet Service, you agree to protect TIDAL and/or Tlingit & Haida (including our employees, affiliates, and agents) from any legal claims, lawsuits, or costs that result from your use or misuse of the service. Specifically, this includes situations where:

- You (or someone using your account) violate these Terms or any applicable law while using our Service;
- You infringe upon another person's rights while using the Service (such as copyright infringement or illegal activities);
- Your actions cause third parties to file claims or lawsuits against TIDAL and/or Tlingit & Haida.

In these cases, you agree to take responsibility for any expenses, legal fees, judgments, or settlements that result. This means you won't hold TIDAL and/or Tlingit & Haida financially responsible for problems that arise due to your actions or misuse of our Service.

We will promptly notify you of any claims related to your account, and we expect your cooperation in addressing such claims. This section does not apply to situations where TIDAL itself is solely at fault.

11. Intellectual Property and Branding

All Starlink hardware, software, and branding (including the Starlink name and logo) are the intellectual property of SpaceX/Starlink. Tlingit & Haida respects these intellectual property rights and requires customers to do the same. Customers should use Starlink equipment and services only as authorized and should not misuse Starlink's trademarks or

copyrighted materials. For further details on intellectual property and branding rules, please refer to Starlink's terms on the official legal page.

Additionally, Tlingit & Haida's branding, logos, and intellectual property are protected, and customers are similarly expected to respect and refrain from unauthorized use of Tlingit & Haida's trademarks and copyrighted materials.

12. Termination and Suspension

This section describes how this agreement can be terminated or service can be suspended by either party.

- **Termination by Customer (You):** You may terminate this agreement and your Starlink service at any time by providing written notice to Tlingit & Haida (email is acceptable for notice, but ensure you receive confirmation). For monthly plans, we request at least 30 days advance notice so we can cancel by the next billing cycle; otherwise, you might be billed for one additional month as per Section 3.1. For prepaid plans, you can terminate early, but as noted, unused prepaid amounts are forfeited (unless otherwise required by applicable law). Once we receive your termination notice, we will coordinate the service disconnection with Starlink on the requested date (usually end of a month). You remain responsible for any charges up through the termination effective date. Purchased equipment is yours to keep, though it will no longer receive service.
- **Termination or Suspension by Tlingit & Haida/Starlink:** Tlingit & Haida may terminate or suspend your service for cause if you breach any material term of this agreement or Starlink's policies. Causes for termination or suspension include, but are not limited to:
 - **Non-Payment:** Failure to pay invoices when due. We will generally provide a grace period and notice (e.g., at least 30 days past due) before suspension. If payment is not received or arranged, we reserve the right to suspend service until the account is brought current, and after extended non-payment, to terminate the service.
 - **AUP Violations:** Use of the service in violation of the Acceptable Use Policy or any law. Serious violations (such as illegal activities, network abuse, or threats to network integrity) can result in immediate suspension or termination. Less severe violations will typically result in a warning and an opportunity to cure, but repeated issues will lead to termination.

- **Installation/Safety Violations:** If we discover that your installation of the equipment poses a significant safety hazard (for example, it's at risk of falling and you do not address it) or if you have materially violated the installation requirements (such as moving the equipment to an unauthorized location), we may suspend service until the issue is corrected. In rare cases, if such issues persist, we could terminate the service to avoid harm or legal issues.
- **Unauthorized Resale or Transfer:** You are not allowed to resell the Starlink service or assign this agreement to an unauthorized third party. If it's found that you have attempted to resell bandwidth or provide the service to entities not covered by these Terms, that is grounds for termination (Starlink strictly prohibits reselling to unapproved users). The service is meant solely for the government entity that signed up.
- **Regulatory Compliance:** If at any time Starlink or Tlingit & Haida loses the regulatory authority to provide service in your area (for example, if the FCC or other regulators impose restrictions, or if the reseller agreement with Starlink ends), we may be required to terminate or suspend your service. We will give as much notice as possible in such cases and attempt to find alternatives or grandfather arrangements, but we must comply with applicable law and our agreements.
- **Convenience:** Our reseller agreement might allow termination of end-user services under certain conditions (e.g., if Starlink decides to discontinue a product or if Tlingit & Haida exits the reseller business). In such cases, we would provide advance notice (we aim for at least 60-90 days) to allow you to transition, possibly directly to Starlink or to another provider. Prepaid customers would be refunded any unused portion if termination is for convenience.
- **Effect of Termination:** Upon termination of service, your entitlement to use the Starlink service ceases. You must cease using the Starlink Kit to connect to the Starlink network (the dish will be electronically deactivated from accessing the satellites). Any IP addresses or network configurations provided for the service will be reclaimed. If you intend to dispose of or repurpose the Starlink equipment, remember that it contains proprietary software that only works with Starlink's network – do not attempt to use it on other systems or violate any export controls (the hardware might be subject to U.S. export rules). Sections of this agreement that by their nature should survive termination (such as accrued payment obligations, liability limitations, indemnifications, confidentiality, and governing law) will survive.

- **Outstanding Obligations:** Termination does not relieve either party of any liability or obligation incurred under the Terms prior to termination. This means you are still responsible for paying any outstanding balances and we are still responsible for any services or credits owed up to that point. We will conduct a closing account reconciliation. If there is a credit due to you required by applicable law, we will refund that to you. If there is a balance due, we expect payment pursuant to the applicable timeframe set forth in these Terms.
- **Reactivation:** If the service was terminated (either by you or for cause) and you later wish to re-subscribe, it may be possible, but a new agreement would be needed (and possibly new equipment). There might be reactivation fees or you might have to go through Starlink's waitlist if our reseller arrangement changed.

13. Miscellaneous Provisions.

- **Governing Law:** These Terms and your use of Tlingit & Haida's service are governed by the laws of the State of Alaska, as well as applicable federal laws, including regulations of the Federal Communications Commission (FCC).
- **Sovereign Immunity Preserved:** Nothing in these terms waives or limits or is intended to waive or limit the sovereign immunity of Tlingit & Haida. The Tribe retains all legal protections of its sovereign status at all times.
- **No Assignment Without Approval:** You may not transfer or assign any of your rights or obligations under this agreement to anyone else unless you obtain prior written approval from Tlingit & Haida.
- **Notice of Changes:** If there are any changes or updates to these Terms, Tlingit & Haida will post a notice on the website. It is your responsibility to periodically review the website for any updates or modifications to the agreement.

By activating the Starlink service under the Tlingit & Haida reseller program, you confirm that you have read and agree to these Terms of Service. If you have any questions or require any clarifications about these Terms, please contact us before proceeding with use. We are committed to a successful and compliant partnership in delivering Starlink internet connectivity to your government operations.

How to Contact Us

For any questions regarding the Terms or your End-user Agreement, billing or other matters, please contact Tidal Network at one of the following:

Available to customers 24 hours a day, 7 days a week.

Customer Support Phone (Local): (907) 463-7966

Customer Support Phone (Toll-Free): 1-855-463-7966

Email: support@tidalnet.com

U.S. Mail:

Central Council of Tlingit and & Haida Indian Tribes of Alaska
Attn: Tidal Network

PO Box 25500

Juneau, AK 99802

United States

Starlink Service Terms and Policies:

- [STARLINK SERVICE TERMS](#)
- [POLICIES FOR STARLINK](#)
- [STARLINK HARDWARE AND SPECIFICATIONS](#)