



Aurora LEO Starlink Service Agreement

Nome City School District

470 Application Number 260014798

This Service Agreement (the "SA") is entered into on this 18th day of March 2026 (the "Effective Date"), between SATEO, INC. ("dba Microcom"), with its principal offices at 129 West 53rd Avenue, Anchorage, Alaska 99518; and Nome City School District with principal offices at PO Box 131 Nome AK 99762.

This SA sets forth the terms and conditions applicable to Services as defined below Microcom and Customer are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS Microcom will provide Customer with services on a shared platform basis for transporting data packets. Satellite, network internet gateways are provided by Starlink.

Microcom reserves the right to transition Service, in whole or in part, to (i) a Replacement Satellite network using Alternative Satellite(s).

This SA establishes the terms and conditions that apply to each Service provided to Customer. This SA shall not commit Customer to purchase, or Microcom to provide, any Services unless otherwise agreed in accordance with this SA.

1. Definitions: All capitalized terms used herein, or in any document delivered pursuant here to, and not defined herein or therein shall have the following meanings:

"Actual Service Commencement Date" means the date the Service has commenced or has passed the relevant Service Acceptance Test, as indicated in a notice from Microcom.

"Day" means a calendar day (i.e., of which there are 365 in a year or, in the case of a leap year, 366).

"Gateway" means a teleport that is connected to a fiber network and the internet and provides a radio-frequency link to the Satellite(s).

"Microcom Group" means Microcom (or its successor-in-interest due to merger, reorganization or otherwise), any entity controlling, controlled by or under common control with Microcom, all members of the boards of directors, employees, agents, partners, members or shareholders of the foregoing.

"Network Facilities" means, collectively, the Satellite System and the earth station or other terrestrial facilities.

"Network Outage" means an event whereby Customer is unable to pass any traffic over the Network Facilities. Any Service deficiency or outage will not be considered a Network Outage if the failure or deficiency was the result of: (i) a Force Majeure Event, (ii) the failure of any Customer Equipment (including any time during which Microcom has passed responsibility to Customer to perform testing or other investigations on Customer Equipment); (iii) a Suspension of the Service made by Microcom under Section 8 of this MSA; (iv) an act or omission or performance or non-performance of Customer, an End User or third party; (v) maintenance, repair, improvement or expansion of the Network Facilities, to the extent done following not less than 24 hours' notice to Customer; or (vi) an event occurring in a link segment beyond the Service Demarcation Points. All Network Outages must be verified by Microcom and upon such confirmation shall be deemed a "Confirmed Outage". A Network Outage will be deemed to have commenced on the sooner to occur of (a) when Customer reports the Network Outage to Microcom and (b) when the Microcom NOC reports the Network Outage to Customer via email. A Network Outage is deemed to have ended upon the earlier of when Microcom notifies Customer or Customer has actual knowledge that the Service has been restored in accordance with the Service Specifications.

"Party" means Microcom and Customer individually, and "Parties" shall refer to Microcom and Customer collectively.

"Purchased Equipment" means equipment purchased by Customer from Microcom or one of its affiliates.

"Service" is described in Table 2.

"Service Fees" are the monthly recurring fees for Service, as set forth in Table 2.

"Service Specifications" is as set forth in Table 2.

"Service Term" Five calendars year from commencement date.

"Suspend Service" means to deny Customer access to the Service "Suspension of the Service" means a denial of access to the Service.

"Target Service Commencement Date" means the planned date for the Service to commence. July 1, 2026.

"Taxes" means any taxes, duties, surcharges, withholding, usage fees and other fees or charges levied or assessed by any local, state, national, public or quasi-public governmental authority or entity on the Service, the facilities used to provide the Service, or Customer's use of the Service, including any value added tax, withholding tax, regulatory fee, international money transfer fees, or other fees payable by Microcom or any member of the Microcom Group pursuant to universal service fund programs or other regulatory-related programs.

"Tier 1 Support" Tier 1 support is the basic level of customer support. The customer representative is a generalist with a broad understanding



of the product and may not understand the inner workings of the service.

“Tier 2 Support” Tier 2 support involves technical knowledge and is staffed by representatives who have troubleshooting capabilities beyond the Tier 1 support.

1. **Service Level Commitments:** Microcom will provide the Service in accordance with Service availability standards set forth in Table 2.

Service Data Rate and Network Availability

Service Data Rate	The Committed Information Rate (“CIR”) on the forward path and return path is as set forth in the table below. Customer acknowledges and agrees that the Service Data Rate includes framing, encapsulation, and TDMA overhead data rates associated with utilization of the DVB/IP platform and may result in reduction of the packet data rate.
Network Availability	99.9%

The maximum information rate (“MIR”) is provided on an “as available, as is” basis and is not subject to the terms and conditions of the SLA. A failure to meet the MIR does not constitute a Throughput Degradation Event or a failure to meet the Network Availability Commitment and Customer shall not be entitled to any Outage Credits.

Table 2: Monthly Recurring Charges: Category 1

Pricing – 5 Year Contract

High-Capacity Symmetrical Dedicated Plans

Package Options	Download (Mbps)	Upload (Mbps)	Contention	Latency	Priority Data	Cost per Month
100/100 per school+	300	300	Dedicated	25-50ms	Unlimited	\$159,000
500/500 per school++	1500	1500	Dedicated	25-50ms	Unlimited	\$366,000
1G/1G per school ++	3000	3000	Dedicated	25-50ms	Unlimited	\$513,000
2G/2G per school ++	6000	6000	Dedicated	25-50ms	Unlimited	\$704,000
500 / 500 Aggregated ++	500	500	Dedicated	25-50ms	Unlimited	\$200,000
1G / 1G Aggregated ++	1G	1G	Dedicated	25-50ms	Unlimited	\$347,000

+BAG Eligible ++BAG Unlimited Eligible Amended 3-6-2026

NSD may select any of the above options at the time of contract signing and upgrade for additional capacity when needed, however downgrades may only be requested on the anniversary of the contract execution.

2. **Hardware Pricing:** Package includes necessary equipment and cabling to provide service to Customer DMARC.

Non-Recurring Charges: Category 1 E-Rate Eligible. There are no additional costs for equipment or installation.

3. **Labor Rate:** Microcom Technician labor rate is \$1,450 per day. Microcom will provide a quote for labor, freight, expenses, air travel and lodging for review and approval by NSD prior to scheduling any non-covered travel.

4. **Call Center Support and Escalation Procedures:** Microcom will be the single point of contact for all Tier 1 and Tier 2 Advanced



Technical support.

Microcom shall perform maintenance and repair work within the designated response time for a given site and promptly return the System to a fully operational status. Designated response time may vary due to travel and technician availability.

NSD IT staff may open a trouble ticket by contacting Microcom's NOC directly at 907-264-0012, via email or Microcom trouble ticket system 24/7 365 days a year. Microcom's POC will provide internal support and coordination. Microcom will confirm receipt of the trouble ticket and immediately begin efforts to resolve the issue. In the event an issue deemed to not be resolvable remotely a Microcom technician will be dispatched within 24 hours on the earliest flight available.

Should a trouble ticket require the dispatch of a technician, a daily rate of \$1,450 will apply in addition to transportation, lodging and per diem costs.

Any equipment required to resolve a trouble ticket that is not covered by the manufacturer warranty will be billed at current Microcom retail prices.

Prior to opening a ticket with Microcom NOC, the customer must ensure that all Tier 1 troubleshooting procedures have been followed and documented. The equipment, type of transport, site address, contact and access hours should be verified. Microcom NOC in Anchorage will be the central point of contact for all site problems. The following tasks represent Microcom NOC responsibilities:

- Trouble ticket processing
- Advanced technical support troubleshooting
- Field service dispatches and escalations
- Network event escalations

As the situation warrants, the Microcom NOC will escalate a problem to the next technical level for resolution.

The following actions are outside of Microcom's support guidelines:

- Power
- Non-Microcom provide equipment
- End user Tier 1 troubleshooting
- Cabling outside of installation specifications
- Third party and back-office software/applications

5. Trouble Ticketing

Upon execution of a Service agreement, Customer will be provided with telephone, trouble ticket portal and e-mail contacts, as well as escalation contact numbers for the Microcom NOC. No Service Event will be deemed to occur prior to the issuance of a Trouble Ticket.

Trouble Ticket process: Customer may report performance issues with the Service to the Microcom NOC by telephone, portal or e-mail, if e-mail reports are immediately followed by a telephone call from Customer to the Microcom NOC. When calling the Microcom NOC, Customer must provide Microcom with the necessary monitoring access to the and provide the following information:

1. Caller's name and company (including telephone number and e-mail address, which may be used for plots and printouts);
2. Service Designator, location
3. Time the performance issue with the Service was first noted; and
4. Detailed description of the problem.

Customer must ensure that appropriately skilled personnel with access to related Customer Equipment are available to assist the Microcom NOC with the Trouble Ticket process. Failure to make appropriately skilled personnel or monitoring access to the CAT2 equipment available may delay the generation of a Trouble Ticket.

Microcom will notify Customer following resolution of the reported performance issue and close the corresponding Trouble Ticket.

6. Assignment: Neither Party shall assign or transfer this SA without the prior written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed).
7. Term: This service agreement remains in effect for the purpose of ordering Service for five (5) years from the Effective Date of July 1, 2026.
8. Termination/Suspension/Renegotiation:
 - a. This SA is subject to Erate, BAG Unlimited and State funding conditions. Should Erate or BAG Unlimited funding be reduced or



- discontinued, parties shall renegotiate service levels and pricing.
- b. A Service Order may be terminated by either Party on notice to the other Party if: (i) Service experiences a Confirmed Outage and is not restored within thirty (30) Days from such Confirmed Outage or Failure, (ii) is without a comparable replacement network capable of providing comparable Service; or (iii) the Confirmed Outage and the nature of the Confirmed Outage makes it clearly ascertainable that the Service will not be able to be restored within a thirty (30) day period.
 - c. If Customer (i) fails to pay any amount when due, or (ii) commits a material breach of any other obligation under a Service Order and fails to remedy such breach within thirty (30) days after written notice from Microcom (except that no cure period applies to a material breach that is not capable of remedy), then Microcom may, in its sole discretion, elect to Suspend Service until such failure to pay or breach is cured or terminate the relevant Service Orders.
 - d. If a Service Order is terminated pursuant to Subsection 7 then, without prejudice to Microcom's other remedies at law or in equity, Microcom is entitled to declare immediately due and payable the Service Fees for the remainder of the Service Term, but for such early termination, and to use the Service or provide such service to whomever Microcom sees fit, and Customer is not entitled to any relief (equitable or otherwise) with respect to such use or any refund of any amounts paid to Microcom. Customer acknowledges that the rights of Microcom (as stated in the immediately preceding sentence) are reasonable under all the circumstances, constitute liquidated damages for loss of a bargain, and do not constitute a penalty.
 - e. Neither Party will have any further rights, obligations or liability to the other Party under a Service Order after the termination or expiration of such Service Order after the termination or expiration of such Service Order, except for any rights, obligations or liabilities (i) arising prior to such termination or expiration, (ii) arising as a result of such termination or expiration, (iii) described in the Service Order as surviving such expiration or termination, or (iv) that logically would be expected to survive termination or expiration. Customer shall cease all transmissions immediately upon the expiration or termination of a Service Order, unless otherwise agreed in writing by Microcom. If Customer fails to cease use of Service immediately upon the expiration or termination of the applicable Service Order, then (without implying any right of Customer to continue use of Service) Microcom reserves the right to charge a fee equal to the then-current rate for thirty-day occasional use Service charged by Microcom, such payments to continue until Customer's use ceases.
9. Compliance with Laws and Applicable Law: The Parties shall comply with all U.S. laws and regulations, including export control regulations. This SA shall be governed by and interpreted in accordance with the laws of the State of Alaska, USA, without regard to its conflict of laws rules. The Parties agree to make a good faith attempt to settle any dispute related to this agreement without resort to legal action.
10. Force Majeure: Any failure or delay in the performance by Microcom of its obligations to provide Service will not be a breach of any agreement and will not constitute a failure for purposes of determining whether a Confirmed Outage has occurred, if such failure or delay results from an act of God, governmental action, or any other circumstance beyond the reasonable control of Microcom. Notwithstanding the foregoing, Microcom shall provide Customer with Outage Credits in circumstances in which Microcom is unable to perform because of force majeure conditions, except for force majeure conditions that are attributable to such outages, meteorological or astronomical disturbances (including rain fade), or acts or omissions of Customer or its employees, agents or contractors. If force majeure conditions continue for ninety (90) or more consecutive Days, then either Party may terminate the relevant Service Order, provided that the right to terminate expires once Service recommences.
11. Limitation of Liability: IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE OR USE OF PROPERTY, LOSS OF GOOD WILL, OR COSTS OF CAPITAL ARISING OUT OF OR IN CONNECTION WITH THIS MSA OR RELATED SERVICE ORDERS.
12. Service Fees:
- (a) Microcom will provide E-Rate discounted billing and processing (form 474/SPI invoicing) in compliance with all E-rate program rules.
 - (b) Customer shall make any directly invoiced Service Fee payment net 30 days of invoiced date. Each payment is considered to have been received when Microcom's bank account has been credited with such payment. Any payment due from Customer that is not received by the date it is due will bear interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, calculated from the date payment was due until the date it is received.
 - (c) Customer acknowledges that Microcom has set its prices and entered the SA, including the limitations and exclusions of liability, the disclaimers of warranties, and Customer's indemnity obligations set forth in this SA, and that the same form an essential basis of the bargain between the Parties.
 - (d) Service Credits: Microcom SLA is 99.9%. In the event of a service outage and service availability falls below 99.9% for any given month of service the Service Monthly Cost will be prorated by hour/day and a credit issued to the Customer's account equal to the number of prorated hours/days of service outage duration.
13. Taxes and Other Charges: Customer is solely responsible for any Taxes, except for any Taxes imposed on the net income of Microcom by any jurisdiction imposing tax on income from all sources by reason of Microcom being incorporated in, or otherwise being considered a resident of, such jurisdiction. Customer shall pay any applicable Taxes, including without limitation VAT, withholding



taxes and regulatory fees. For the avoidance of doubt, customer shall pay such additional amounts to Microcom as are necessary to make Microcom whole for any Taxes levied or withheld.

- 14. Miscellaneous: Customer represents and warrants that it has made no changes to this SA and will not make any changes prior to providing them to Microcom for its acceptance and execution, and that, in the event of any conflict between the terms and conditions set forth in this SA and the version last sent to Customer by Microcom, the version last sent to Customer by Microcom shall be the governing version. A Service Agreement may not be amended or modified in any way, and none of their provisions may be waived, except in a document signed by an authorized representative of each Party.
- 15. Changes: No change to this SA shall be binding unless in writing and signed by an authorized representative of each Party.
- 16. Notices: Any notices or requests required or desired to be given or made hereunder shall be in writing to the following points of contact at the following courier addresses, unless otherwise notified in writing.

Microcom
 129 West 53rd Avenue
 Anchorage, Alaska 99518
 Attention: Mark Roetto, Attention: Alexander Schumann
 Email: mroetto@microcom.tv, Email: aschumann@microcom.tv

- 17. Complete Agreement: This SA constitutes the complete understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the Parties have caused this MSA to be executed by their duly authorized representatives.

Microcom

[CUSTOMER]

Signature: 

Signature: _____

Name: Mark Roetto

Name: Jamie S Burgess

Title: Director of Business Development

Title: Superintendent

Date: 3-18-26

Date: _____