

January 21, 2021

Pauline Siqupsiraaq Harvey
North Slope Borough School District
829 Aivik St
Utqiagvik, AK 99723

Dear Superintendent Harvey,

Broadband Legal Strategies, LLC (BLS or the Firm) would be pleased to undertake a limited-scope engagement to represent and advise North Slope Borough School District (the District or the Client) with respect to an E-rate funding denial and possible recovery action by the Universal Service Administrative Company.

This letter will form the terms under which BLS will represent the District:

1. Scope of the Representation

BLS will represent and advise the District with respect to an E-rate funding denial by the Universal Service Administrative Company. This agreement may include representation of the District before the Federal Communications Commission (FCC or Commission), the Universal Service Administrative Company (USAC) and other federal agencies, as long as there are no conflicts with existing clients as described below.

This is a limited-scope engagement, and the parties understand and agree that they are forming an attorney-client relationship only with respect to the matter described above. *If the District has other requests for assistance, the scope of this engagement and the attorney-client relationship may be expanded by mutual agreement in writing, which may be by email.* Because of the potential for conflicts, as described below, BLS will evaluate each request for assistance from the District to ensure that BLS may accept the new project. BLS represents service providers that participate in the E-rate program; in order to prevent any allegations of anti-competitive behavior, BLS does not develop, review or provide advice to its consultant or applicant clients concerning drafts of requests for proposals (RFPs) or FCC Forms 470.

Unless specifically made a part of this engagement, BLS's engagement does not include responsibility for review of insurance policies to determine the possibility of coverage for any

claims that have been or might be asserted in a matter in which the Firm is representing the District, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

The parties mutually agree to confirm in writing any modifications to this agreement, such as fee arrangements. The parties also mutually agree to confirm in writing the elimination of matters from the scope of representation.

2. Responsibilities of Attorney and Client

BLS will endeavor to represent the District in the matter described in part 1 above—and in any other matter that BLS and the District agree to add to the scope of representation—competently in accordance with the highest legal and ethical standards. The District will have the right to terminate BLS's services at any time upon written notice. BLS also will have the right to withdraw from representing the District for any reason for which withdrawal is authorized or required by law.

BLS and the District agree that this engagement will be governed by the District of Columbia Rules of Professional Conduct.

3. Client Identification

You agree that the person or entity identified as engaging BLS in this letter is the Firm's Client for the specific matters on which the Firm is engaged, and that BLS shall not be deemed to represent any of its parents, subsidiaries or other affiliates unless the Firm expressly agrees in writing to do so. Further, the Firm's representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between BLS and any such related person or entity. The attorney-client privilege is solely between the District and BLS.

4. Attorneys' Fees

BLS's fees for work performed are computed and billed based on the time spent performing the work, in accordance with the rates assigned to the particular attorneys and paralegals performing the work.

BLS will provide services in this matter on an hourly basis, as billed in six-minute increments. My hourly rate currently is \$450 an hour. I may assign work to other attorneys or paralegals, consistent with your needs. Their billing rates range from \$450 an hour to \$150 an hour. I will provide notice if rates are adjusted.

BLS will not require a retainer as long as payments are timely made.

BLS's hourly fee includes all routine expenses, including research services, domestic or international telephone calls (including conference bridge charges), faxes, postage, express deliveries, in-house copying, or secretarial overtime. BLS will bill separately for extraordinary expenses that are charged by third parties, such as application filing fees, travel expenses, and outside copying expenses. BLS makes every effort to keep these expenses as low as possible, including not charging for overnight stays in Washington, D.C. whenever possible.

Should you have any questions about which expenses will, or will not, be billed to you, please do not hesitate to discuss with me. BLS may request that the District pay disbursements of significant amounts directly. All costs and expenses advanced will be itemized and billed with BLS's fees.

BLS will bill the District for legal services and other charges and will provide you with a detailed description of those services and charges. Payment will be due within 30 days of the date of BLS's statement. BLS may charge interest on amounts which are overdue for more than 30 days, with interest to be calculated at the prime rate as quoted by the Wall Street Journal. If bills are not paid on a timely basis, BLS has the right to cease work and withdraw from the representation in accordance with applicable Rules of Professional Conduct. If collection efforts are required, BLS shall be entitled to recover all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts.

Any taxes or other assessments upon BLS's fees shall be passed through to the District as necessary to avoid reduction in BLS's realized fees. On termination, we will present you with a bill for any outstanding fees and costs, which shall be payable on receipt.

BLS will e-mail its billing statements to you unless you advise BLS that you would prefer to receive the statements by mail.

5. Conflicts of Interest

BLS is not aware of any legal current conflict of interest with respect to the enumerated matters within the scope of this representation.

With respect to matters not within the scope of this representation or substantially related to this matter, the District understands and acknowledges that BLS represents and advises many organizations that participate in the E-rate program. This includes Education Networks of America and other telecommunications companies; E-rate consultants; state universities; and E-rate applicants. For each matter the District may request assistance with, BLS will check to determine whether any conflicts exist with respect to other existing clients.

Because of the breadth of the BLS practice, the nature of the regulatory process at the FCC, and the nature of the legislative and policymaking process generally, those representations of other

clients may be adverse to the District. Absent the District's informed consent, BLS will not represent a party adverse to the District with respect to matters within the scope of BLS's representation of the District, or substantially related to such matters. With respect to all other matters, the District consents to BLS representing other clients adversely to the District in matters where BLS has not represented the District. The Client also consents to BLS's continued representation of the District even if other BLS clients, using counsel other than BLS, take positions adverse to the District in a matter in which we are representing the District. In either case, you consent in advance to BLS's continued representation of the District in matters where you have retained us, and our representation of any other BLS clients who may be adverse to the District in other matters, so long as BLS does not represent the District and another client adversely in the same matter.

The Client agrees to consult separate counsel, whether internal or external, to review this representation agreement and advise it concerning this retention agreement, and in particular, this consent provision. If at a later time the District withdraws or modifies this advance waiver in any material respect, the District agrees that at such time the Firm shall have the right to withdraw from the Firm's representation of the District pursuant to this agreement.

Confidential information that BLS learns during the course of this representation from the District will, of course, remain confidential, unless BLS is instructed otherwise by the District or through appropriate legal process.

Finally, as the District may know, the FCC has a peculiar way of managing its dockets, in which unrelated issues may be addressed in the same docket. Thus, the District agrees that the FCC's docket number will not determine whether two matters are the same or even related.

6. Data protection

We will treat any confidential or secret information you provide us as required by the relevant rules of professional conduct.

We take data security very seriously and take reasonable and appropriate measures to promote the security, availability, and integrity of our networks, our systems, confidential or secret information, personal data, and any other non-public information. However, no data security system is perfect, and we cannot guarantee that our security measures will protect against all data security incidents. In the event a data security event compromises confidential or secret information we have received from you, we will promptly notify you.

7. Other

You will have the right to terminate our representation at any time upon written or e-mail notice. We also will have the right to withdraw from this representation upon written or e-mail notice for

any reason for which withdrawal is authorized or required by law. On termination, we will present you with a bill for any outstanding fees and costs, which shall be payable on receipt.

You agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. By agreeing to arbitration, you will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings.

You consent to our posting on our web site any publicly available documents we may file for you in this matter, such as court or agency filings, or court or agency rulings or opinions, or media accounts related to the matter. This consent does not, of course, include publication of any confidential material. You also consent to our disclosing to other clients or potential clients our representation of you.

The Firm may create a client file in connection with this representation. Upon the termination of the representation, we will surrender to you the contents of our client file for this matter if you so instruct us. Absent such an instruction, thirty days after the termination of the representation, we may destroy the contents of the file other than client property with intrinsic value (*e.g.*, negotiable instruments, deeds, wills), which we may return to you, and material of ongoing professional interest (*e.g.*, research or other work product), which we may retain. Our representation will terminate one year after the date of our last invoice to you, or if you cease to exist as a legal entity.

We greatly appreciate the opportunity to work with you. If the terms set forth above are acceptable to you, please sign this letter below and return it to me by e-mail at gina@broadbandlegal.com.

Sincerely,



Gina Spade

AGREED AND APPROVED BY NORTH SLOPE BOROUGH SCHOOL DISTRICT

Signed _____
Name _____
Title _____
Date _____