

SAFETY AND HEALTH REQUIREMENTS

1. Definitions:

- **“Affiliates”** means all entities that Control, are Controlled by, or are under common Control with Supplier or Brightspeed, where **“Control”** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of at least fifty percent (50%) of its voting securities, by contract, or otherwise. Brightspeed “Affiliates” are limited to subsidiaries under the direct and indirect Control of Brightspeed.
- **“Agreement”** means the master services agreement between supplier of Services or Products (“Supplier”) and Connect Holding II LLC d/b/a Brightspeed (“Brightspeed”), and all exhibits thereto, Products and Services documentation, all applicable Orders, and any other contract between Supplier and Brightspeed that references the Supplier Portal.
- **“Hazardous Materials”** means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation (“DOT”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) or the Nuclear Regulatory Commission.
- **“Order”** means any valid statement of work, order form, or any other ordering document signed by Brightspeed (and if applicable Supplier) to purchase Products and Services.
- **“Products”** means any and all goods and software specified in an Order.
- **“Supplier Portal”** means the Brightspeed portal containing policies, terms and conditions which are applicable to Supplier and its Personnel hereunder and is located at <https://www.brightspeed.com/ew/about/doing-business-with-brightspeed.html>.
- **“Services”** means any and all services provided by Supplier to Brightspeed, including but not limited to any Professional Services, support services, implementation services, and Subscription Services.
- **“Subcontractor”** means any entity, including without limitation any subsidiary or Affiliate, engaged by Supplier to provide Products or Services to Brightspeed under this Agreement.

2 Occupational Health & Safety Administration (OSHA) Requirements

The safety and health of Supplier's and any Subcontractor's employees and agents brought on Brightspeed's premises are the sole responsibility of Supplier. Supplier will comply with all applicable provisions of local, state, and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (hereinafter collectively referred to as "OSHA"). All Services performed will be such that when performed or completed, they are in compliance with Federal or State OSHA standards and other laws, regulations, rules and standards relating to safety.

Supplier will maintain a safety management program. Upon Brightspeed's request, Supplier will provide the name and qualifications of its safety and health program contact. Supplier's safety and health program contact will be responsible for ensuring compliance with Supplier's safety management plan and enforcing compliance therewith in accordance with applicable laws, regulations, and codes. Upon

request of Brightspeed, Supplier will provide Brightspeed with written assurances that Supplier and its Subcontractors have a written safety plan in effect and the training appropriate for the Service has been conducted for Supplier and its Subcontractors. Supplier will be responsible for coordinating its safety plan with its Subcontractors, other suppliers and Brightspeed, where appropriate. Upon request, Supplier will furnish Brightspeed a written copy of its safety management practices.

Supplier is expressly authorized to correct any violations of OSHA standards that come to its attention where said violations are within the scope of the Service.

This clause will appear in all of Supplier's subcontracts: "While working on Brightspeed's premises, Supplier will immediately notify Company of any contact with any authorized representative of the Secretary of Labor or any state or local official for the purpose of inspecting, investigating or carrying out any duties under OSHA at Brightspeed premises or facilities. Brightspeed maintains the sole authority for allowing access to Brightspeed "premises or facilities."

3 Safety, Health and Accident Reporting Requirements

(a) Reporting Requirements - Incidents. Supplier will immediately report to Brightspeed any accidents, injury-inducing occurrences or property damage arising from performance of this Agreement to Brightspeed's authorized representative and the UNICall reporting system at 1-866-864-2255. The UNICall reporting system is available 24 hours a day. Accidents, injuries, and illnesses requiring medical attention other than first aid, damage to property of Brightspeed, and fires will be immediately orally reported to Brightspeed at the time of the incident. Follow up written reports will be submitted within 24 hours after each incident by Supplier to all involved parties as required by the applicable regulations, codes, and other requirements.

(b) Copies of Reports; Compliance with Laws. Supplier agrees to provide immediately upon Brightspeed's request, copies of any reports and correspondence filed with Supplier's insurer or any other agencies or third party with respect to Supplier's performance of this Agreement. Supplier will maintain job site accident, injury and illness records and statistics as required by all applicable laws, statutes, ordinances, regulations, and codes and such records and statistics will be available for inspection and copying by Brightspeed, to the extent permitted by law, and will be submitted to governmental agencies as required by law.

4 Inspection of Working Environments

Supplier will inspect the working environments where its employees, agents, or Subcontractors are or may be present on Brightspeed's premises and will promptly take action to correct conditions under Supplier's direct control which cause or may reasonably be expected to cause these working environments to become an unsafe place of employment. Supplier will immediately notify Brightspeed of any unsafe conditions which Supplier discovers that are not under Supplier's direct control.

5 Dangerous Situations, Remedial Action

When the possibility of injury to persons or damage to property is anticipated, Supplier will take immediate remedial action, including the stoppage of Services where necessary, to prevent such injury or damage. Should Supplier encounter any unexpected hazardous, toxic, or other condition in

furtherance of the Services, Supplier will immediately cease such activity and will notify Brightspeed, and will thereafter coordinate with Brightspeed in efforts to remedy such condition.

Supplier will take particular care to avoid coming into contact with, any water, sewer, steam, gas, fuel, or other pipe lines, mains or service pipes, electrical, communications, other energy transmission conduits, cables, wires, or service connections, other private, utility, or governmental facilities, and any hazardous, toxic, or dangerous condition or thing, whether they are located upon, below, or above the ground surface. Supplier shall properly locate all underground utilities prior to any ground disturbance work by using the appropriate state "Call 811" service. In addition, prior to any ground disturbance work, Supplier shall coordinate with the designated Company representatives(s) to ensure all onsite underground facilities are located including utilities and fuel storage tanks and fuel lines.

6 Hazardous Materials

When performing or otherwise acting under this Agreement, Supplier will comply with all applicable federal, state and local laws, statutes and regulations, local ordinances, orders and other legal requirements, court orders, governmental or regulatory agency orders governing Hazardous Materials.

(a) Safety Data Sheets (SDS). Supplier will provide Brightspeed with copies of all Safety Data Sheets for chemicals and/or materials used at Brightspeed facilities and/or projects.

(c) Notification Obligations.

(i) Reporting. If Hazardous Materials of a type of which an employer is required by law to notify its employees are being used on the site by Supplier, a Subcontractor or anyone directly or indirectly employed by them, Supplier will, prior to harmful exposure of any employees on the site to such material, give both immediate oral notice and follow up written notice of the chemical composition thereof to Brightspeed in sufficient detail and time to permit compliance with such laws by Brightspeed, and other Suppliers on the site, and to the extent Safety Data Sheets exist, they will also be provided.

(ii) Notice on Asbestos, Lead, and PCBs. Based on past surveys in Company facilities, or similar facilities, asbestos containing materials, lead and polychlorinated biphenyl ("PCB") have been found in some Brightspeed facilities and equipment. In the event Supplier encounters on the site material reasonably believed to be asbestos, lead, or PCB, or other potentially dangerous substance, which has not been rendered harmless, or may be impacted based on the scope of work, Supplier will immediately stop work in the area affected and report the condition to Brightspeed in writing. Services in the affected area will resume in the absence of such substances, or when it has been rendered harmless. In case of dispute, the federal, state or local authorities with jurisdiction over the matter will have the right to determine whether Services should resume and will so state in writing. If applicable, work practices should also be followed as specified in the Company House Services Manual for cleaning of materials such as floor tile that may contain asbestos. Supplier will ensure personnel performing these tasks are properly trained.

7 Federal Motor Carrier Safety Regulations

Supplier will comply with applicable provisions of 49 CFR 390-399, the Federal Motor Carrier Safety Regulations, in transportation of materials including, but not limited to regulations which apply to securing of equipment for transport, marking and placarding of transport vehicles and regulations governing driver qualifications. If applicable, Supplier will comply with the requirements of the drug testing, education and training program imposed upon operators of commercial vehicles by the Department of Transportation pursuant to 49 CFR Parts 391 and 394.

(a) Warning Devices. Supplier will be responsible for, at Supplier's expense, the provision of all necessary warning devices, barricades, flaggers, and uniformed patrolmen as are necessary to safely perform and protect the Services. Supplier will be responsible for, at Supplier's expense, determination of necessity, and provision of, security to protect materials, Services in progress, or finished Services. Supplier shall meet the temporary traffic control (TTC) standards outlined in the currently adopted Manual of Traffic Control Devices (MUTCD) and/or the local standard including provisions for pedestrian safety.

8 Notification of Non-Compliance and Indemnification

Supplier will immediately remedy any noncompliance and indemnify and hold Brightspeed and its Affiliates harmless from any claims, liabilities and damages, including but not limited to attorneys' fees, costs of defense, clean-up costs, response costs, costs of corrective action, costs of financial assurance, and/or natural resource damages, that may arise, or be imposed on, be incurred by, be asserted against or be sustained by Brightspeed or its Affiliates by reason of Supplier's failure to comply with this document.

Supplier will be solely responsible for any violation of any OSHA standard by it or its Subcontractors, will immediately remedy any conditions giving rise to such violations, and will defend and hold Brightspeed and its Affiliates harmless from any penalty, fine, or liability in connection therewith. Supplier will immediately notify Brightspeed of any contact with any OSHA representative.

9 Subcontractor Requirements

Supplier agrees that if any of the Services to be performed under this Agreement is subcontracted, the requirements of this document will be incorporated into a written agreement executed between Supplier and the Subcontractor