

Terms and Conditions

The purchase order ("Purchase Order") is subject to the terms and conditions of the master agreement in effect between the supplier identified above ("Supplier") and Connect Holding II LLC d/b/a Brightspeed., a Delaware limited liability company, with a place of business at 1120 South Tryon Street, Suite 700 Charlotte, NC 28203 ("Brightspeed") ("Agreement"). If the parties do not have a separate Agreement in effect on the date of this Purchase Order, then the following terms and conditions and those specified on the face of this Purchase Order shall govern the purchase of all products, software licenses, equipment, ("Materials") and subscription services and services ("Services") covered by this Purchase Order, notwithstanding anything to the contrary on a Supplier-generated document, whether or not signed by Brightspeed.

1. **Offer and Acceptance.** This Purchase Order constitutes an offer by Brightspeed to purchase the Materials or Services specified herein. Brightspeed reserves the right to revoke this offer at any time prior to its acceptance by Supplier. If no acceptance has taken place within fifteen (15) days of the date of this Purchase Order, then the offer to purchase contained herein shall, unless extended in writing signed by Brightspeed, expire. Acceptance of the offer contained herein by Supplier may be accomplished by either (a) return of an executed acknowledgement copy of this Purchase Order within fifteen (15) days after the date of this Purchase Order; or (b) receipt by Brightspeed of Materials or Services conforming in all respects to the terms and conditions set forth herein, either of which must occur prior to Brightspeed's revocation of this Purchase Order. Supplier may not, through execution of the acknowledgement, modify the terms contained in this Purchase Order. Any such alterations shall constitute a counteroffer by Supplier, which shall be binding on Brightspeed only if such modifications are accepted in writing by Brightspeed.

2. **Materials Shipment, Packaging and Packing**

(a) Supplier shall ensure Materials are properly packaged and packed, so that the Materials are not damaged or destroyed during shipment. Each shipment shall be labeled clearly to indicate Brightspeed's applicable Purchase Order number(s), part number(s) and quantities. A packing list for each Purchase Order that details line items and quantities in accordance with such Purchase Order shall accompany each delivery.

(b) THE TIME(S) AND DATE(S) OF DELIVERY SET FORTH IN THIS PURCHASE ORDER ARE OF THE ESSENCE. Supplier shall notify Brightspeed immediately when Supplier has knowledge of any potential delay in delivery. Brightspeed may refuse delivery of Materials made more than twenty-four (24) hours prior to the time and date for delivery specified herein, and may (1) return such Materials at Supplier's expense (in which event Supplier shall nevertheless be obligated to deliver such Materials within twenty-four (24) hours of the time and date for delivery set forth herein), or (ii) retain such Materials and postpone payment until it would have been due if Supplier had delivered Materials as required by this Purchase Order. Unless otherwise indicated on the face hereof; delivery shall be to the destination identified by Brightspeed and Supplier shall be responsible for all shipping costs.

(c) Title to and risk of loss respecting the Materials shall pass to Brightspeed upon acceptance by Brightspeed of such Materials to the location designated on the face of this Purchase Order, or if Supplier is required to install and/or test the Materials under this Purchase Order, upon completion of installation and testing of such Materials by Supplier and acceptance of same by Brightspeed. Supplier agrees that it shall convey title to such Materials to Brightspeed free and clear of all liens, encumbrances and claims of any nature whatsoever. Upon delivery of the Materials, Supplier shall, at Brightspeed's written request, provide Brightspeed with evidence reasonably satisfactory to Brightspeed that all security interests or liens in and to the Materials have been released or waived.

(d) Supplier shall be responsible for ensuring that the quantity of Materials delivered is consistent with the quantity requested in this Purchase Order. If the quantity delivered varies from the quantity ordered, Brightspeed shall not be obligated to, but may, at its election, accept delivery thereof, and Supplier shall remain responsible for satisfaction or the unfulfilled portion of this Purchase Order. In any such event, Brightspeed shall only pay for the quantities of Materials actually received by Brightspeed.

3. **Invoices, Payment and Set-Off**

(a) Brightspeed agrees to pay to Supplier the prices set forth herein for the Materials delivered or Services rendered. On or after receipt of the Materials by Brightspeed, Supplier shall deliver to Brightspeed (by mail, telecopier, or electronically) an invoice for all Materials delivered or Services rendered, which invoice shall set forth or contain (i) a description of the Materials delivered or Services rendered, (ii) the locations to which such Materials were delivered, or Services were rendered and the date of delivery; and (iii) the price for all such Materials delivered or Services rendered. Unless more favorable terms appear on Supplier's invoice to Brightspeed (in which event such terms shall govern Brightspeed's payment hereunder), payment of the price for Materials or Services (less any credits to which Brightspeed is entitled) shall be made no later than the last to occur of (x) forty-five (45) days after Brightspeed's receipt of the invoice, or (y) acceptance by Brightspeed after Supplier has installed and tested the Materials.

(b) Brightspeed may deduct from any amounts due (or which become due) to Supplier, any sum or sums owed by Supplier to Brightspeed. In the event of any breach by Supplier of any part of this Purchase Order or any other Purchase Order between Buyer and Supplier, or in the event of any lien, claim or other liability asserted against Brightspeed for the Materials or Services, Brightspeed shall have the right to offset or withhold any amounts due (or which become due) to Supplier under this or any other Purchase Order, in Brightspeed's sole discretion.

(c) Brightspeed shall pay all applicable sales and use taxes respecting Brightspeed's purchase of the Materials or Services, including, without limitation, penalties and interest, which may be imposed by any federal, state, or local governmental or taxing authority.

(d) All invoices for any amounts due under this Purchase Order must be billed within 90 days of Brightspeed's acceptance of the Materials or Services. Brightspeed is not responsible for any amounts invoiced more than 90 days after Brightspeed's acceptance of such Materials or Services.

4. **Inspection and Acceptance.**

(a) Brightspeed or its agent shall be permitted to inspect and conduct appropriate tests on the Materials delivered or Services rendered hereunder and shall be entitled to reject any Materials delivered or Services rendered which do not meet the requirements of this Purchase Order and any applicable specifications, drawings, samples and descriptions referred to in this Purchase Order. No acceptance or deemed acceptance of Materials or Services shall relieve Supplier of its obligations respecting the quantity, quality and specifications respecting the Materials delivered, Services rendered, or Supplier's warranty respecting such Materials or Services. Within sixty (60) days after delivery Brightspeed may return nonconforming Material to Supplier for credit, refund of purchase price, or replacement, at Brightspeed's option, with Supplier bearing all costs and risk of loss. Supplier shall authorize return of non-conforming Material within twenty-four (24) hours of notification of rejection.

(b) Supplier authorizes Brightspeed to perform source inspection and process control audits at Supplier's facilities, but this shall in no way relieve Supplier of its obligation to deliver conforming Material or waive Brightspeed's right of rejection at its destination.

5. **Warranty.**

(a) Supplier warrants that all Materials purchased and delivered and all Services rendered hereunder shall conform to the specifications, drawings, samples and descriptions referred to in this Purchase Order, information on Supplier's website, and/or delivered with the Material or Services. Supplier further warrants that all Materials purchased, delivered, and installed (if applicable) hereunder shall be new, of good quality, and workmanship, and free from defects in material and workmanship for the greater of (i) the duration of Supplier's standard warranty respecting such Materials, or (ii) one (1) year after acceptance of the Materials by Brightspeed.

(b) In the event of a breach of the foregoing warranties with respect to any Materials or Services, Supplier shall replace such Materials or reperform such Services at Supplier's expense, and Supplier shall reimburse Brightspeed for the reasonable and actual costs incurred in (i) removing the defective Materials and replacing

such defective Materials with the replacement Materials delivered by Supplier, and/or (ii) making accommodations for Supplier's reperformance of the defective Services. Supplier shall be permitted to inspect the allegedly defective Materials, or to evaluate the performance of the Services, to confirm the alleged defect.

(c) SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS PURCHASE ORDER.

6. **Termination for Cause.**

(a) The occurrence of any of the following constitutes a material breach of this Purchase Order which gives Brightspeed the right, in its sole discretion, to immediately terminate this Purchase Order in whole or in part upon notice to Supplier.

1. Supplier fails to deliver and install (if applicable) Material or perform the Services on time.
2. Materials or Services do not conform to the applicable descriptions or specifications.
3. Supplier fails to perform any material provision of this Purchase Order.
4. Supplier assigns this Purchase Order, or any obligation or right hereunder, without the advance written consent of Brightspeed (the word "assign" to include, without limitation, a transfer of a controlling ownership interest in Supplier or a merger with any unaffiliated third party).
5. Supplier becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Supplier's assets.

(b) Upon receipt of a notice of breach from Brightspeed, Supplier must cure such breach of this Purchase Order (except late delivery pursuant to paragraph 1 of section (a) above, for which there shall be no cure period) and notify Brightspeed of such cure within thirty (30) days from receipt of a notice of breach from Brightspeed. If Supplier fails to so cure in this time period, Brightspeed may terminate this Purchase Order in whole or in part by giving Supplier notice. Brightspeed shall have no additional liability to Supplier as a result of such termination, except for payment of any balance due for conforming Material or Services delivered and accepted before the date of termination.

7. **Termination for Convenience.** Brightspeed may terminate this Purchase Order in whole or in part at any time for convenience. Upon notice of termination, Supplier shall stop work as directed by Brightspeed. No termination charges shall apply as a result of Brightspeed's termination of this Purchase Order (in whole or in part) for convenience. Brightspeed will pay undisputed amounts with respect to Services and Products accepted by Brightspeed on or before the termination date.

8. **Indemnity.** Supplier shall defend, indemnify and hold harmless Brightspeed from and against any and all claims, suits, liabilities, expenses, attorney's fees or damages (collectively "Claims") for any alleged or actual infringement or violation of any copyright, patent or patented right, or other intellectual or proprietary rights arising in connection with this Purchase Order, and any act or omission hereunder by Supplier or its agents.

9. **Insurance.** Supplier shall maintain insurance coverages and amounts in accordance with Brightspeed's Supplier Portal, which is located at <https://www.brightspeed.com/ew/about/doing-business-with-brightspeed.html>.

10. **Confidential Information and Advertising.**

(a) Supplier shall maintain as confidential and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Purchase Order, any specifications, drawings, blueprints, data, business information, and all other information which Supplier learns by virtue of this Purchase Order. Upon termination of this Purchase Order, Supplier shall promptly return to Brightspeed or destroy all such information and all copies thereof.

(b) Without Brightspeed's prior written consent, Supplier shall not in any manner disclose, advertise, or publish the existence or terms of, or transactions under, this Purchase Order. No press releases shall be issued respecting this Purchase Order.

(c) Brightspeed may reproduce and use Supplier's manuals, schematics, and merchandising literature provided by Supplier under this Purchase Order for Brightspeed's internal use.

11. **General**

(a) The provisions of this Purchase Order may be amended or waived only by a writing signed by authorized representatives of both parties. No waiver by any party of any right or remedy under this Purchase Order shall be deemed to be a waiver of any other or subsequent right or remedy under this Purchase Order.

(b) Supplier is an independent contractor and not an agent or employee of Brightspeed. Without limiting the foregoing, Supplier is not authorized to represent or make any commitments on behalf of Brightspeed, and Brightspeed expressly disclaims any liability therefor.

(c) All rights and remedies conferred by this Purchase Order, by any other instrument, or by law are cumulative and may be exercised singularly or concurrently. If any provision of this Purchase Order is held invalid by any law, regulation, or by any court, such invalidity shall not affect the enforceability of other provisions herein. This Purchase Order shall be governed by and interpreted in accordance with the laws of the state of North Carolina. Legal notices to Supplier shall be sent to the address on the top of this Purchase Order. Legal notices to Brightspeed must be sent to: Connect Holding II LLC d/b/a Brightspeed, Attn: Legal, PO Box 1330, Fayetteville, NC 28302-1330.

(d) If no Agreement exists, this Purchase Order, including all attachments hereto, constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein, and all prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the foregoing are hereby superseded, revoked, and rendered ineffective for any purpose. In an Agreement exists, then the Materials and Services purchased hereunder shall be provided under the terms of such Agreement. This Purchase Order may be modified, amended or revoked only by an instrument in writing signed by each party hereto, no language on a party's preprinted forms shall (except as otherwise expressly stated herein) amend, modify, control or otherwise affect this Purchase Order. No verbal agreement or implied covenant shall be held to vary the terms of this Purchase Order; any statute, law or custom to the contrary notwithstanding.