

VERIZON PURCHASE ORDER TERMS AND CONDITIONS

1. Purchase Order Agreement: This Purchase Order (including the terms and conditions, exhibits, documents, or other information, whether attached or incorporated by reference, collectively "Purchase Order") constitutes the entire agreement between the Supplier and the Verizon company ("Verizon") identified in the Purchase Order for the goods (including software) to be provided by Supplier ("Products") or services to be performed by Supplier ("Services") (collectively "Work" unless otherwise specifically indicated) described on the front side. Verizon's issuance of this Purchase Order is conditioned on Supplier's agreement that any terms or conditions different from or in addition to the terms and conditions of this Purchase Order other than rights or warranties contained therein that are in favor of Verizon, whether communicated orally or in writing, such as by confirmation, acknowledgement, invoice, acceptance, "click-through", proposal, quotation, or other written communication, regardless of when submitted, shall not form part of this Purchase Order even if Supplier conditions acceptance of this Purchase Order on Verizon's agreement to such different terms and conditions, and any such different or additional terms are hereby expressly rejected by Verizon, except such rights or warranties that are in favor of Verizon. Supplier's indication of acceptance (electronic or otherwise), delivery of Products, acceptance of payment or commencement of performance shall constitute Supplier's acceptance of the terms and conditions set forth herein. In the event that a master agreement exists between Verizon and Supplier that, by its terms, governs the purchase of the Work that is the subject of this Purchase Order, this Purchase Order shall be interpreted to supplement the terms and conditions of the master agreement and, in the event of any inconsistent or conflicting terms or conditions, the terms or conditions of the master agreement shall prevail over the terms or conditions of this Purchase Order.

2. Price: Price will be Supplier's lowest prevailing market price unless price is otherwise stated in this Purchase Order. Unless otherwise separately stated, the price for Work subject to this Purchase Order includes shipping and delivery, including customs, duties, costs, taxes, and insurance. Federal, state, or local sales, use or similar taxes that are properly billed to Verizon must be stated separately and identified by tax jurisdiction. Supplier shall invoice Verizon for the Products or Services in a manner that will minimize taxes, including separately stating taxable from non-taxable Products or Services. All tax exemption certificates will be accepted by Supplier.

3. Payment of Invoices: Supplier shall not render invoices until the day following the date of acceptance of the Product, and with respect to Services, only after all obligations of Supplier have been performed to Verizon's satisfaction and accepted. Payment for Product(s) or Service(s) shall be due ninety (90) days from date of receipt of an undisputed invoice. Supplier shall submit invoices through the applicable electronic invoice submission system (EDI or ePayables) that has been established by Verizon and Supplier. If electronic submission has not been set up, Supplier shall submit the invoice in duplicate to Verizon at the address specified on the front page of this Purchase Order. In addition, Verizon may, at any time, set off against such invoices such amounts as may otherwise be owed by Verizon or any of its affiliated companies to Supplier. With respect to any early payment discount reflected on any Supplier invoice, Supplier shall calculate the discount period for early payment from the date of receipt of invoice by Verizon.

4. Minimum Software Rights: If this Purchase Order orders Supplier software, the following minimum license and support rights in favor of Verizon shall apply, and shall be in addition to any rights conferred to licensees by Supplier's standard software terms:

(i) Supplier grants to Verizon a nonexclusive, irrevocable, perpetual, enterprise-wide license (unless a different period and/or license is set forth on this Purchase Order) to use (including via remote access), to install and to copy (for all purposes of use, archiving, and disaster recovery backup) the software Product ordered hereunder;

(ii) With each license of any software Product ordered hereunder, Supplier shall provide to Verizon all documentation provided by Supplier to any of its other customers for that Product, and, at a minimum, as is reasonably necessary to enable Verizon adequately to use such Product. Documentation shall comply with commonly accepted industry standards with respect to content, size and legibility. Verizon shall have the right to reproduce all documentation including all machine-readable documentation for the Product, provided that such reproduction is made solely for Verizon's use; and

(iii) At no additional charge (unless a separate maintenance charge is expressly indicated on the front of this Purchase Order), Supplier shall provide: (a) error corrections, upgrades and modifications to keep

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the software Product in good working order, (b) all generally available maintenance releases for such software Product, and (c) reasonable contact information for trained, knowledgeable, technically qualified Supplier representatives to provide support to Verizon for such software Product.

5. Packing and Shipping: All Products must be suitably packed, marked, and shipped according to the requirements of common carriers in a manner to secure the lowest transportation costs unless otherwise specified. Each shipment shall contain a packing memorandum. When a shipment contains more than one package, the package containing the memorandum must be conspicuously identified. No packing or cartage charges are permitted. Actual transportation charges shall be listed separately on the invoice. Such charges must be substantiated with a copy of the freight bill. F.O.B. point and discount terms must be shown on all invoices.

6. Quantities: Shipments shall equal exact amounts ordered unless a modification is authorized by Verizon by a written change order. Over-shipments may be returned to Supplier at its sole risk and expense and Supplier will be debited for incoming freight charges.

7. Delivery: Time is of the essence with respect to performance of Supplier's obligations under this Purchase Order, including without limitation, the provision of quantities at times specified in this Purchase Order. Supplier shall immediately notify Verizon in writing if its timely performance is likely to be delayed. If Supplier fails to make scheduled deliveries, Verizon may, without limiting its other rights or remedies and without liability, either (a) direct expedited routing, and any excess costs incurred shall be paid by Supplier and subject to offset by Verizon or (b) cancel all or part of this Purchase Order. If Products are delivered or Services performed in advance of schedule, Verizon may, at its option and without liability, (i) return Products at Supplier's expense, for scheduled delivery; (ii) have payment withheld by Verizon until otherwise payable under the Purchase Order; or (iii) have Products placed in storage, for Supplier's account and at Supplier's expense, until the scheduled delivery date(s). Delivery in accordance with this Purchase Order does not constitute acceptance by Verizon.

8. Title and Risk of Loss: Regardless of which party designates the shipper or shippers to be used or the destination of delivery for Products, title and risk of loss for the Products shall pass to Verizon only when the Products have been delivered to and accepted by Verizon.

9. Cancellation and Changes: Verizon may cancel this Purchase Order at any time prior to 24 hours from scheduled Product delivery by reasonable notice to Supplier. Verizon may terminate Services at any time by notification to Supplier, and in such event Supplier shall only be entitled to payment for Services fully performed prior to the date of such notification and otherwise qualifying for acceptance by Verizon hereunder. Verizon may, by written change order, make a change within the scope of this Purchase Order, including, without limitation, additions to or deletions from the quantities originally ordered; the specifications or drawings; or the time and place of delivery of any Work. If a change affects the cost or time for performance, an equitable adjustment shall be made, and this Purchase Order shall be amended. Any claim for such adjustment by Supplier must be asserted in writing by Supplier within 30 days from the date the change is ordered by Verizon. Pending negotiation of an equitable adjustment, Supplier will continue with Work as directed by Verizon.

10. Inspection and Acceptance: Verizon shall have a 30 day acceptance period to inspect, test and accept all Work unless a longer period has been agreed to by the parties. Verizon may reject Work that does not conform to each requirement of this Purchase Order within a reasonable time after arrival or performance at its designated location. In addition, Verizon may inspect (including test or witness testing) of Work at any time prior to arrival or completion of performance at its designated location. Work shall not be deemed accepted until after final inspection. In all events, Verizon's inspection or failure to inspect, payment for, or acceptance of Work shall not impair Verizon's right to reject nonconforming Work or to avail itself of any other remedies to which Verizon may be entitled, notwithstanding Verizon's knowledge of the nonconformity, its substantiality, or the ease of its discovery. Supplier shall provide Verizon with prompt written notice of any Work that, at any time (before or after acceptance), has been recalled or determined to be unsafe by any governmental agency.

11. Representations and Warranties: Supplier represents and warrants that (i) it has the authority to perform and deliver Work under this Purchase Order; (ii) Work shall conform to the requirements, including specifications, set forth or referenced herein, shall be free of defects in design, materials and workmanship, and

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comply with applicable federal, state, and local laws; (iii) warranties extended to Supplier by applicable manufacturers shall be extended to Verizon upon the effectiveness of this Purchase Order; (iv) Supplier has good title to Products supplied and Products are free of all liens and encumbrances, and Supplier has all rights necessary to license to Verizon any software ordered hereunder; (v) Work does not and will not infringe upon any patent, copyright, trademark, trade secret, right of publicity or privacy, or other proprietary interest, whether contractual, statutory or common law (collectively "Intellectual Property Rights"); (vi) Supplier will not disclose to Verizon, bring onto Verizon's premises, or induce Verizon to use any confidential or proprietary information, regardless of the ownership thereof, not covered by a non-disclosure agreement between Verizon and Supplier; (vii) software or hardware furnished contains no routines, codes, or other components designed to disrupt, disable, erase or permit unauthorized access to Verizon data or systems, or that otherwise impedes the Work, whether based on lapse of time or other triggering event, nor does the software or hardware include or implements worms, Trojan horses, viruses or other harmful code; (viii) no Work contains, includes, or involves substances or materials that alone or in combination with other substances or materials are subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), or that are not in conformance with Section 18 of this Purchase Order. The foregoing warranties shall survive inspection, acceptance and payment.

12. Intellectual Property Rights: Verizon is the sole and exclusive owner of all Deliverables, except for intellectual property that arose outside the scope of this Purchase Order and that is included in Deliverables or that is necessary for the use of the Deliverables. Supplier irrevocably assigns and transfers to Verizon all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights. "Deliverables" means the Work specified in this Purchase Order to be delivered on or before the delivery date. Supplier grants to Verizon a nonexclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sublicensable license to any Intellectual Property Rights in the Deliverables that arose outside the scope of this Purchase Order to the extent necessary for Verizon to exercise its rights in the Work as reasonably contemplated by this Purchase Order. Supplier grants to Verizon (including its affiliates) all rights and licenses necessary to use, transfer, pass-through, or sell the Work set forth in this Purchase Order and to exercise the rights granted under this Purchase Order. Without limitation of other rights and remedies set forth in this Purchase Order or otherwise available at law or equity and Supplier's obligation to indemnify Verizon as set forth in Section 16(iv), if a claim of infringement is made, Supplier will, at its own expense and Verizon's option, exercise the following remedies: (i) obtain for Verizon the rights granted under this Purchase Order; (ii) modify the Products or Services so they are non-infringing and in compliance with this Purchase Order; (iii) replace the Products or Services with non-infringing ones that comply with this Purchase Order; or (iv) if none of the foregoing remedies are possible, accept the return of infringing Products and the cancellation of infringing Services and refund any amount paid.

13. Default: Failure to perform or comply with any of the provisions of this Purchase Order shall constitute a breach. In the event of a breach, in addition to other rights or remedies it may have at law or equity, Verizon may terminate this Purchase Order on written notice to Supplier and purchase substitute Work from third parties at Supplier's costs and expense, payable on Supplier's receipt of an invoice therefor.

14. Force Majeure: Verizon may delay delivery and/or acceptance occasioned by causes beyond its control. If Supplier experiences force majeure circumstances, it shall use best efforts to minimize the impact on Verizon, including arranging for comparable substitute Product and/or Services. Verizon may terminate this Purchase Order, in whole or in part, if force majeure circumstances occur.

15. Use of Designs, Data and Information: Supplier agrees that it will keep confidential and will not disclose to any third party without Verizon's prior written consent, or use for any purpose other than the completion of Work, any business plans, network architecture and equipment, designs, drawings, engineering data or other technical, financial, planning or proprietary information that either: (a) is furnished by Verizon; or (b) is or shall become the property of Verizon under this Purchase Order. Upon the soonest of completion of Work, termination, or cancellation of this Purchase Order, or sooner if requested by Verizon, Supplier shall return all the foregoing to Verizon or make such other disposition thereof as directed by Verizon. There is no obligation on the part of Verizon to treat Supplier's information as other than public and non-proprietary.

16. Indemnity: Supplier shall defend, indemnify, and save harmless Verizon (including its affiliates and its

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and their respective directors, officers, employees, contractors, and agents) from and against any claims, demands, suits, damages, liabilities, expenses (including, but not limited to reasonable fees and disbursements of counsel and courts costs), judgments, settlements, and penalties of every kind ("Claims") that may be made by (i) by anyone for injuries (including death) to persons or damage or loss of property (including from theft) resulting in whole or in part from alleged acts or omissions of Supplier, including its subcontractors, employees and agents, (ii) by persons furnished by Supplier and its subcontractors under Worker's Compensation or similar acts, or claiming entitlement to any Verizon employee benefit; (iii) by anyone in connection with or based on the Work performed under this Purchase Order; and (iv) by any third party arising out of or related to any actual or alleged infringement, misappropriation, or violation of any Intellectual Property Right. The foregoing indemnification shall apply whether Supplier or any indemnified party defends such Claim and whether the Claim arises or is alleged to have arisen out of the sole acts or omissions of the Supplier (and/or any subcontractor of Supplier) or out of the concurrent acts or omissions of Supplier (and/or any subcontractor of Supplier) and any indemnified parties. Verizon will provide Supplier with prompt notice of any written Claim and will provide reasonable cooperation with Supplier in connection with Supplier's evaluation of such Claim. Supplier shall defend any indemnified party, at the indemnified party's request, from and against such Claim. Promptly after receipt of such request, Supplier shall assume the defense of such Claim with counsel reasonably satisfactory to the indemnified party. Supplier shall not settle or compromise such Claims or consent to entry of judgment without the prior written consent of each indemnified party and without an unconditional release of all Claims by each claimant or plaintiff in favor of each indemnified party.

17. Insurance: Supplier shall secure and maintain at its expense during the term the following: (i) statutory worker's compensation insurance and employer's liability in an amount no less than \$1,000,000 per occurrence; (ii) commercial general liability insurance in an amount no less than \$2,000,000 per occurrence combined single limit for claims for damages because of bodily injury (including death) and/or property damage, caused by, or arising out of, its acts or omissions; (iii) automobile liability insurance in an amount no less than \$1,000,000 combined single limit for bodily injury and/or property damage; and (iv) Professional Liability (Errors and Omissions) with limits of not less than \$2,000,000 per occurrence. Certificates of such insurance shall be submitted to Verizon prior to the commencement of the Work naming Verizon as additional insured and certificate holder under all general and automobile liability policies and shall contain a clause stating that the insurance provided by these policies will not be materially changed or cancelled without thirty (30) days' prior written notice being given to Verizon. Supplier agrees that Supplier's policy is primary.

18. Hazardous Materials: Except to the extent that Verizon has received a written notice that Verizon has expressly acknowledged, (1) no Product provided pursuant to this Purchase Order shall contain any materials or substances that result in the Products or any component of the Product (i) being classified at the end of its useful life as a hazardous waste under the Resource Conservation and Recovery Act or a waste that cannot be disposed of as general trash or in a drain under any other federal, state, or local law designed to protect the environment or human health; (ii) being required for inclusion in calculations performed to determine reporting or planning requirements pursuant to the Emergency Planning and Community Right-to-Know Act or any similar federal, state, or local law; or (iii) requiring any warnings in accordance with the Occupational Safety and Health Act or other federal, state or local law; and (2) Supplier shall not bring any toxic, hazardous or otherwise regulated substance or material onto any Verizon work location except to the extent necessary to perform the Work and then Supplier may do so only to the extent that Supplier complies with all applicable federal, state, and local requirements, provides all appropriate warnings and notifications to Verizon and its employees and provides Verizon with all information necessary for Verizon to comply with any obligations that the existence of such substance or material (alone or together with other substances or materials) imposes upon Verizon.

19. Compliance with Laws: Supplier shall comply with all applicable permits and licenses and all applicable federal, state and local laws, including without limitation those governing the use, transportation, and disposal of Hazardous materials; laws that apply to the safeguarding, protection, and disposal of personally identifiable information and Customer Proprietary Network Information as defined in Title 47, U.S.C; and the Occupational Safety and Health Act of 1970 (OSHA), as amended, and any safety or health standards issued thereunder. Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability, veteran status, or any other unlawful criterion, and

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it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. Verizon is a federal contractor. As a result, but only if applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A are incorporated by reference herein. Additionally, but also only if applicable, **SUPPLIER SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-1.4(A), 60-300.5(A), AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.** Supplier shall notify Verizon of any violations, summons, notification or revocations with respect to any required permit or license. Supplier acknowledges that the proprietary data, know-how, software or other materials or information obtained from Verizon under this Purchase Order are commodities and/or technical data subject to the Export Administration Regulations (the "EAR") of the United States Department of Commerce, and that any export or re-export thereof must be in compliance with the EAR. Supplier shall not export or re-export, directly or indirectly, either during the term of this Purchase Order or after its expiration, any commodities and/or technical data (or direct products thereof) provided under this Purchase Order in any form to destinations in Country Groups D:1 or E:2, as specified in Supplement No. 1 to Part 740 of the EAR, and as modified from time to time by the U.S. Department of Commerce, or to destinations that are otherwise controlled or embargoed under U.S. law. From time to time, Verizon may request Supplier to provide an ECCN for one or more products purchased or available for purchase under this Purchase Order. Supplier agrees to promptly comply with any such request, without additional cost to Verizon. Supplier shall defend, indemnify, and save Verizon harmless from all liability resulting from any failure of compliance required by this paragraph.

20. Off-Shore Restrictions: No Verizon confidential information shall be stored, transmitted or accessed, at, in or through a site located outside of the United States without the advance written consent of Verizon. Moreover, no Service performed by Supplier pursuant to this Purchase Order for the benefit of Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") shall be provided, directed, controlled, supervised, or managed at, in or through, a site located outside of the United States without Verizon Wireless' prior written consent; in addition, in the event Supplier comes into possession of any Verizon Wireless Customer Data, no such data shall be stored, transmitted or accessed, at, in or through, a site located outside of the United States without the advance written consent of Verizon Wireless. For purposes of this provision, the term "Verizon Wireless Customer Data" shall mean: (a) any subscriber information, including, without limitation, name, address, phone number or other personal information of any Verizon Wireless subscriber; (b) any call-associated data, including, without limitation, the telephone number, internet address or similar identifying designator associated with a communication; (c) any billing records; (d) the time, date, size, duration of a communication or the physical location of equipment used in connection with a communication; or (e) the content of any Verizon Wireless customer communication.

21. Assignment and Subcontracting: Any assignment or delegation, in whole or in part, of Supplier's obligations to perform, without Verizon's written consent, shall be void. Any Supplier assignment of its rights to payment hereunder shall be void to the extent they impose on Verizon obligations to assignee that are in addition to the payment of money due or that preclude Verizon from dealing directly with Supplier. Supplier shall not use subcontractors to perform any Work without the prior written consent of Verizon. Supplier shall reasonably cooperate and not interfere with work performed by other contractors, agents or employees of Verizon on the premises where Work is being performed. Verizon has the right to transfer, assign, or otherwise dispose of, in whole or in part, its rights, duties and obligations under this PO or title to, license(s) for, or other use of the Product or Service, as well as associated rights or obligations, in any lawful manner, including without limitation, by sale, lease, rent, or resale, provided such transfer is to an Affiliate or to a partnership in which Verizon or its Affiliate has an interest. "Affiliate" means an entity that controls, is controlled by, or is under common control with Verizon.

22. Government Contracts: Supplier understands that Work under this Purchase Order may be procured by

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Verizon in support of or to satisfy Verizon's obligations under agreements with Federal, State, or local governmental entities ("Government Contracts"). Supplier acknowledges that certain terms under such Government Contracts may be applicable to this Purchase Order. To the extent that any such terms are applicable to this Purchase Order, Supplier agrees that such terms are hereby incorporated by reference and are made a part of this Purchase Order.

23. No License to Supplier: No license, express or implied, under any Intellectual Property Right of Verizon is granted to Supplier by this Purchase Order. Material rejected or not purchased by Verizon that utilizes Verizon's or Verizon Wireless' names, trade names, trademarks, insignia, symbols, decorative designs or evidence of Verizon's inspection (collectively "Insignia") shall have all such Insignia removed prior to any sale, use or disposition thereof. Supplier shall not advertise, market or otherwise disclose to others any information relating to the making of the Purchase Order, nor use the name, trademarks, service marks, decorative designs or Verizon or any Verizon affiliate (including Verizon Wireless) with Verizon's express writing consent.

24. Miscellaneous: The construction, interpretation, and performance of this Purchase Order shall be governed by and construed in accordance with the domestic laws of the State of New York without regard to choice of law or conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to nonpayment under this Purchase Order must be commenced no later than two (2) years from the date on which the cause of action arose. Verizon shall not be liable for any loss of profits, indirect, incidental, special, consequential, punitive, exemplary or tort damages. Verizon and its authorized representatives shall have a right to audit Supplier's records, in whatever form kept (at a minimum, 3 years of written records relating to performance and charges under this Purchase Order shall be maintained by Supplier), to verify compliance with this Purchase Order and the accuracy of Supplier's charges. Neither Supplier nor its subcontractors, nor the employees or agents of any of them, shall be deemed to be the employees or agents of Verizon or its affiliates (including Verizon Wireless), it being understood the Supplier and its subcontractors are independent contractors for all purposes and at all times, and Supplier shall be wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them when and as required by law. If any provision of this Purchase Order is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. No action or inaction by Verizon shall constitute a waiver by Verizon of any right or remedy in the absence of a written waiver signed by Verizon. Subject to the last sentence of Section 1, this Purchase Order, including any attachments hereto, embodies the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements and understandings, written or oral, relating to such subject matter. No agreement hereafter made shall be effective to modify or discharge this Purchase Order, in whole or in part, unless in writing and signed by the party against whom enforcement of the modification or discharge is sought. The respective obligations of the parties under this Purchase Order that by their nature would continue beyond the termination, cancellation or expiration, shall survive any termination, cancellation or expiration, including, but not limited to, obligations to indemnify, insure, and maintain confidentiality. Supplier agrees to comply with Verizon's Supplier Code of Conduct located at: <http://www.verizon.com/about/sites/default/files/Verizon-Supplier-Code-of-Conduct.pdf>, as the same may be updated from time to time.