

**LOGIX COMMUNICATIONS, LP DBA LOGIX FIBER NETWORKS AND ITS SUBSIDIARIES
PURCHASE ORDER TERMS & CONDITIONS**

Last updated: August 3, 2022

The following Purchase Order Terms and Conditions (“Terms”) only apply to transactions that do not have a written agreement, duly executed by both Parties. In the absence of such a written agreement these Terms, including any attachments or documents incorporated by reference, become the complete agreement between you (“Seller”) and Logix Communications, LP d/b/a Logix Fiber Networks and its subsidiaries (“Buyer”) for the purchase of goods and/or services (the “Goods”) with respect to the subject matter of the purchase order (“Order”).

1. Application Law. The definition of terms used, interpretation of the Purchase Order and the rights of the parties hereto shall be construed under and governed by the laws of the State of Texas, including the Uniform Commercial Code. All reference contained herein to federal, state or local statutes, regulations and rules and orders shall be deemed to include any and all subsequent amendments thereto and revisions thereof.

2. Acceptance. Seller accepts and is bound by this Order by signing the Order and returning it to Buyer promptly or by commencement of performance. Even without such written acknowledgment, Seller’s full or partial performance under this Order will constitute acceptance of these Terms. By acceptance of this Order, Seller agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in this Order. These Terms apply to everything listed in this Order and constitute Buyer’s offer to Seller, which Buyer may revoke at any time prior to Seller’s acceptance. The Order is not an acceptance by Buyer of any offer to sell, any quotation, or any proposal. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on Buyer, whether or not they would materially alter this Order, and Buyer hereby rejects them. These Terms may be modified only by a written document signed by duly authorized representatives of Buyer. Buyer reserves the right to cancel an Order at any time prior to commencement of services without penalty or fee.

3. Price; Invoicing. This order shall not be filled at a higher price than specified herein. If the price is omitted in this order, the goods shall be billed at the price last paid or quoted, or at the prevailing market price, whichever is lower. Seller will submit invoices upon delivery of the Goods. Buyer shall pay such invoices net 60 from invoice receipt.

4. Routing, Excess Shipments and Delays.

(a) Time is of the essence in the performance of this Order.

(b) Buyer will select the mode of transportation, the routing of and the carrier for the Goods. If Buyer does not specify the mode of shipment, route or carrier, Seller will ship the Goods at the lowest possible transportation rates. Seller shall be liable for excess transportation costs resulting from the deviation from Buyer’s instructions.

(c) Goods shall be delivered by Seller to the Buyer’s place of business from which the Goods were ordered, unless otherwise specified on the face hereof.

(d) Buyer shall have no liability for payment for Goods delivered in excess of the quantity specified herein. Such excess Goods shall be subject to rejection by Buyer and re-delivery to Seller as Seller’s expense.

(e) If, prior to the time of delivery of the Goods, Seller has reason to believe that it will be unable to meet its delivery schedule, it shall immediately notify the Buyer in writing and indicate the cause of the delay. Seller shall use its best efforts to cure the anticipated delay, and permit Buyer to engage in expediting activity. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay in performance, Buyer may (I) direct expedited routing of the Goods, with excess costs paid by Seller or (II) cancel the Order by notice to Seller, effective upon receipt of the notice, and purchase substitute goods elsewhere, with resulting excess costs and expenses paid by Seller.

(f) Buyer’s personnel shall be allowed reasonable access to Seller’s facilities, and those of its subcontractors for expediting purposes. If required by Buyer, Seller shall supply schedules and progress reports to Buyer for its use in expediting.

5. Delivery, Packing & Crating. The Goods will be suitably packed and prepared for shipment to secure lowest transportation rates (unless a premium method is selected by Buyer) and to comply with carrier regulations. No charges shall be allowed for packing, crating, freight express or cartage unless authorized in writing by Buyer.

6. Title and Risk of Loss. Title and Risk of loss of Goods shall remain with Seller until after the Goods are delivered and all nonconformities are cured or accepted as provided herein.

7. Quality, Warranties. In addition to any other warranties, whether express or implied, the Seller warrants that: (a) the Goods strictly conform to the terms, conditions, specifications, descriptions, drawings, and data specified or incorporated in the Order, shall be of good design, material and workmanship, free from defects, merchantable and fit for their intended purpose and shall meet applicable generally accepted industry standards; (b) the Goods shall be new and unused (unless otherwise specified in this Order) at the time of delivery to Buyer; (c) all Goods are free of any claim of any nature by any third person and Seller will convey clear title to Buyer; (d) the Goods and Buyer's use of the Goods do not and will not infringe upon any third party's intellectual property rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory, or common law; (e) software supplied by Seller does not contain any code designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices; and (f) the Goods do not contain any hazardous materials.

Seller shall assign or otherwise transfer to Buyer the warranties on goods and services incorporated into the Goods. All warranties herein mentioned shall survive any intermediate or final inspections delivery, acceptance or payment by Buyer and all such warranties shall run to Buyer, its successors, assigns, customers and users of the Goods for a period of three years from the date of delivery of such Goods.

No warranties hereunder shall be deemed disclaimed or excluded except in writing signed by an authorized representative of Buyer. Repairs or replacements of the Goods shall be made by Seller, without cost to Buyer, at any time within the warranty period of the Goods, when the Goods are deemed defective by the Buyer.

8. Inspection of Goods, Rejections of Goods and Revocation of Acceptance. After receipt of the Goods, Buyer shall have a reasonable time, but not less than ten business days, in which to inspect and accept or reject Goods, and payment for the Goods shall not constitute acceptance. Buyer reserves the right to reject Goods not conforming to the instructions, specifications, drawings, data or warranties express or implied, furnished or specified in this Order. Rejected Goods shall be returned to Seller. For all rejected Goods, Seller shall provide Buyer full credit or replacement of the Goods, at Seller's risk and expense, including transportation costs both ways. The Buyer may, at its option, purchase substitute Goods in lieu of the rejected goods, and Seller shall be liable for the difference in costs, less any expenses saved by Buyer in consequence of the breach. Acceptance by the Buyer of part of the goods shall not bind Buyer to accept the remainder. Acceptance of all or part of the goods shall not deprive Buyer of the right to revoke acceptance and return any part of the Goods or the right to make a claim for damages because of the failure of the Goods to conform to this Order by reason of defects or other breach of warranty or by reason of damage caused by improper packing. Buyer shall not be liable to Seller for failure to accept the Goods for causes beyond Buyer's reasonable control, including (without limitation) acts of God, government action, strike, epidemics, casualties, unavoidable delays in transportation, inability to obtain necessary materials or machinery or shut down of Buyer's facilities.

9. Infringement. Seller shall protect and indemnify Buyer for any cost or expense arising from a claim of infringement of any intellectual property of a third person by any of the Goods delivered hereunder. Seller shall defend, at its own expense, any lawsuit, action or proceeding brought against the Buyer by a third party for such infringement. If Buyer is enjoined from the use of the Goods as a result of such lawsuit or proceeding, Seller shall replace the Goods with non-infringing Goods at Seller's expense or remove the Goods from Buyer's premises and refund to Buyer the amount paid for the Goods, as directed by Buyer. The provisions of this paragraph shall not apply to any claims, demands, lawsuits or injunctions brought by a third party where the Goods have been manufactured by the Seller in accordance with the Buyer's specific instructions, specifications, designs or drawings.

10. Indemnification. Seller shall indemnify and save harmless Buyer from and against any loss, cost, damage or expense arising from (a) any and all claims which may be made against Buyer by reason of injury or death to person, or damage to property, suffered or claimed to have been suffered by any person, firm, corporation or other entity and caused or alleged

to have been caused by defective Goods furnished or by any act or omission, negligent or otherwise, by Seller or any subcontractor of Seller or of any of their employees, workmen, servants or agents; (b) any and all damage to Buyer's property including property occupied or sued by, or in the care, custody or control of Seller, caused or alleged to have caused by defective Goods or by any act or omission, negligent or otherwise, by Seller or any subcontractor of Seller or of any of their employees, workmen, servants or agents; (c) any and all claims which may be made against Buyer by reason of injury or death to person or damage to property, howsoever caused or alleged to have been caused, and suffered injury or death to person or damage to property, howsoever caused or alleged to have been caused, and suffered or claimed to have been suffered by Seller or any subcontractor of Seller or by any of the employees, workmen, servants or agents; or (d) any and all losses and expenses resulting from an actual or alleged breach of warranty, express or implied. In no event shall Seller be required to indemnify Buyer for any injury, death or loss caused solely by the gross negligence of the Buyer. Seller agrees to hold Buyer harmless from all liabilities, claims, fines, civil and criminal penalties, including reasonable costs and settlement, which may also directly or indirectly come out of the failure of Seller to comply with these Terms.

11. Incidental and Consequential Damages. Seller shall be liable to Buyer for incidental or consequential damages incurred by Buyer as a result of breach of this Order or breach or warranty under this Order. As used herein, incidental damages include (a) expense reasonably incurred by Buyer in the inspection, receipt, transportation and care and custody of rejected Goods; (b) any commercially reasonable charges, expenses and commissions in connection with purchasing substitute Goods; (c) expenses incurred in recalling non-conforming Goods from Buyer's customers; (d) any litigation expenses, including court costs and attorney's fees, incurred in the prosecution of any suit brought to enforce Buyer's rights hereunder; (e) any other reasonable expense incident to the delay, failure to deliver, delivery of non-conforming Goods, or other breach of this Order. As used herein, consequential damages include those damages suffered by Buyer as a consequence of Seller's breach of this Order, including (without limitation) loss of profits, penalties and damages caused by injury to person or property and proximately resulting from any breach or warranty or other breach of this Order by Seller.

12. Insurance. Seller shall furnish to Buyer a certificate showing that Seller has obtained insurance coverage in the following minimum amounts:

(a) Worker's Compensation. Statutory limits for the state in which the work is performed.

(b) General Liability

(i) Premises and Operations. \$1,000,000 per occurrence (bodily injury), \$1,000,000 per occurrence (property damage)

(ii) Independent Contractor's (where applicable). \$1,000,000 per occurrence (bodily injury), \$1,000,000 per occurrence (property damage)

(iii) Contractual (Broad Form). \$1,000,000 per occurrence (bodily injury), \$1,000,000 (property damage)

(iv) Products and Completed Operations. \$1,000,000 per occurrence (bodily injury), \$1,000,000 (property damage)

(c) Automobile Liability. (Including owned, hired and non-owned vehicles) - \$1,000,000 each person and \$1,000,000 per occurrence (bodily injury), \$1,000,000 per occurrence (property damage)

Seller will furnish to Buyer a certificate of insurance certifying the required coverage. Such certificate shall set forth the amount of coverage, the number of policies and the date of expiration and shall include a thirty days' notice of cancellation to Buyer clause. Seller shall be named as an additional insured party under each of these policies, with the exception of the policies covering Worker's Compensation and Automobile Liability. Such coverage shall be maintained by Seller at all times during which it is performing work under this Order. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification or other liabilities under this Order.

13. Limitation of Liability. To the maximum extent permitted under applicable law, Buyer's aggregate liability arising from or relating to this Order is limited to the amount paid by Buyer for the Goods. To the maximum extent allowable under applicable law, neither Buyer or any of its affiliates shall be liable under this order for any special, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues even if Buyer or any of its affiliates have been advised of the possibility of such damages.

14. Non-Waiver. The failure of Buyer to insist upon strict performance on any terms and conditions hereof, failure or delay to exercise any rights or remedies provided herein by law, failure to properly notify Seller in the event of breach, the acceptance of or any payment for any Goods hereunder, or approval of design, shall not release Seller from any of the warranties or obligations of this Order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of the rights or remedies as to the Goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or decision of this order by buyer operate as a waiver of any of the terms hereof.

15. Withholding of Payments. Buyer shall have the right (but no duty) to withhold any moneys payable by it hereunder and apply the same to the payment of any obligations of Seller to Buyer arising in any manner out of this Order or its performance.

16. Assignment. None of the amounts due or any of the work to be performed under this Order shall be assigned nor shall Seller subcontract for Goods without the prior written consent of Buyer's authorized representative. With regard to any assignment or subcontract under this Order, with or without Buyer's consent, and unless otherwise provided in writing, Seller shall remain obligated to Buyer as if no assignment or subcontract has been made. All assignees, contractors and those who provide Goods or services, directly or indirectly, to Buyer under this Order shall be bound by the terms and conditions of this Order in the same manner as Seller, and Buyer shall be subrogated to Seller's rights under any assignment or subcontract.

17. Termination of Order.

(a) Buyer may at any time terminate Seller's performance under this Order for convenience, in whole or in part by written notice to Seller, whereupon Seller shall terminate its performance on such date of notice and shall terminate all orders and subcontracts to the extent that they relate to such performance. Seller shall promptly advise Buyer of the quantities of Goods and raw material on hand or purchased prior to termination and of the most favorable dispositions that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of Goods and raw materials. Seller shall submit to Buyer in writing notice of its intention to submit claims based on such terminations within 15 days from the date of notice of termination, and all such claims shall be made in detail and substantiated by bills, receipts and similar documents within 30 days thereafter, or such claims shall be waived. Buyer shall pay Seller the Purchase Order price of finished Goods accepted by Buyer and the cost to Seller, excluding profits and losses, of work in process and raw materials relating to this Order, less the agreed value of any Goods used or sold by Seller with Buyer's consent. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements under this Order. Notwithstanding the above, payments made under this paragraph shall not exceed the aggregate price specified in this Order, less any payments made or to be made. Payment provided under this paragraph shall constitute Buyer's only liability in the event this Order is terminated

(b) To the extent this Order covers Goods normally carried in the inventory of Seller, as distinguished from Goods specially made to Buyer's specifications, Buyer shall have no liability for any termination of this Order, in whole or in part, prior to actual shipment. For any termination for which the notice thereof is sent to Seller after receipt of Goods to the Buyer, liability shall be limited to returning such Goods and reimbursing the Seller the direct cost of handling and transportation.

18. Default. Buyer may by written notice of default to Seller (a) terminate all or any part of this Order if Seller fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Seller will continue performance of this Order to the extent not terminated and will be liable to Buyer for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case an equitable reduction in the Order price will be negotiated. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify Buyer in writing. If Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller. The rights and remedies of Buyer provided in this Section 18 will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity or under this Order.

19. Buyer's Property; Confidentiality.

(a) Buyer retains title to all information and materials (including, but not limited to, all drawings, designs, specifications, technical data and production or product "know-how") furnished to Seller to facilitate performance under this Order, and the same shall be (I) treated as

Buyer's confidential information, (II) used exclusively by Seller to complete this Order, and (III) returned to Buyer at its direction upon completion, termination or cancellation of this Order, along with copies or reproductions thereof, unless otherwise agreed to in writing by Buyer;

(b) All property of Buyer furnished or made available to Seller for performance of work under this Order, including (but not limited to) materials, tools, tooling, equipment and replacements thereof, shall remain the property of Buyer and shall be segregated from Seller's property and be individually marked, and shall be returned to Buyer at its written request, or upon termination, cancellation or completion of this Order; the Seller agrees to maintain such property in good condition and assume all risk and liability for loss or damage thereto excepting normal wear; purchase insurance to cover the replacement cost thereof, with the proceeds payable to Buyer and furnish Buyer evidence of such insurance upon request; permit inspection of such property by buyer during normal business hours; at Buyer's request, furnish detailed statements of such inventory; and fully cooperate and assist Buyer in any effort by it to obtain possession of such property through court proceedings or otherwise.

20. Special Tooling.

(a) As used herein, "special tooling" means all patterns, dies, fixtures, molds, jigs, models, gauges, inspection devices, special cutting tools, special test devices, drawings and templates, and any other replacements thereof, which prior to the date of this Order, were not owned or used by Seller and which Seller has or will be required to acquire and use solely for the purpose of furnishing Goods under this Order. Special tooling does not include tools, capital items, or property owned by or furnished by Buyer. Before commencing work under this Order, Seller agrees to obtain the prior written approval of Buyer as to the purchase of any special tooling, and such request shall describe in detail each item and the price thereof;

(b) Seller agrees that all special tooling shall be used exclusively for performance or work under this Order or as directed by Buyer in writing, and agrees to maintain special tooling in good condition, fully covered by Seller's insurance, and to replace it at Seller's cost if lost, stolen, destroyed or otherwise rendered unfit for use. Seller agrees to permit inspection and to supply Buyer with detailed statements of inventory of the special tooling upon request. Upon completion, cancellation or termination of the work for which such special tooling is required, Seller shall prepare a list of Goods for which special tooling has been used, together with a detailed listing in a form acceptable to Buyer of the special tooling, including the unamortized cost and fair market value of each item, and shall by written assignment transfer title to the special tooling to Buyer at the Buyer's sole election, free and clear of liens and encumbrances, in exchange for the lesser of the unamortized cost or fair market value of the tooling, provided, however that Buyer shall be under no obligation to purchase such special tooling. Buyer reserves the right to dispose of special tooling without taking possession thereof and to receive any salvage or resale avenues resulting therefrom. Seller agrees that Buyer shall have the right to enter Seller's premises for the purpose of obtaining possession of special tooling.

21. Proprietary Right in Inventions. Seller agrees to assign to Buyer and not otherwise make use of any invention, improvement or discovery, whether or not patentable, which is first conceived or reduced to practice in performance of the work under this Order by any employee of Seller or any person working under Seller's direction.

22. Taxes. The prices stated herein include all taxes applicable to the Goods sold hereunder. Notwithstanding the foregoing, Buyer shall only be liable for such federal, state and local taxes on the Buyer, which the Seller is required by law to collect from the Buyer.

23. Buyer's Right to Make Changes. Buyer may, at any time, by written notice to Seller, make changes in the drawings, specifications, quantities and delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing this Order or the time required in its performance, an equitable adjustment in prices and/or delivery schedules shall be made, provided, however, that any claim by Seller for such adjustment shall be presented in writing to Buyer within 10 days from the date the change is ordered by Buyer and any such adjustment shall be mutually agreed by the parties.

24. Compliance with laws. Seller represents and warrants that it is in compliance with, and all goods and/or services supplied hereunder have been produced or provided in compliance with, the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations. Seller shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Seller shall be required to obtain and pay for any license, permit, inspection required in connection with the manufacture, performance, completion or delivery of any good and/or service. Seller warrants that (a) no services performed or products or goods delivered under these Terms shall violate any applicable laws, including but not limited to anti-corruption laws such as the US Foreign Corrupt Practices Act and UK Bribery Act 2010; (b) Seller's treatment and training of its workers complies with all applicable laws, including but not limited to the UK's Modern Slavery Act 2015; (c) Seller has obtained all permits, licenses, or other certifications required to comply with such applicable laws prior to performing such services or delivering the goods; and (d) Seller shall comply with all Buyer policies notified to it.

25. Cumulative Remedies. Any right or remedy of Buyer provided herein is in addition to the Buyer's other rights and remedies provided herein by law or equity, and all of Buyer's rights and remedies hereunder are cumulative and non-exclusive.

26. Entire Agreement. This Order and the Terms constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. No waiver, alteration, modification of or in addition to the terms and conditions contained herein shall be binding unless expressly agreed to in writing by a duly authorized representative of Buyer.

27. Errors. Any stenographic or clerical errors on the face hereof are subject to correction by Buyer.