

1. **TERMS.** The supplier identified above ("Supplier") shall provide the goods or products (the "Goods") and services ("Services"), as described on the first page of this purchase order and in any applicable order form or statement of work, to Lumos Networks Operating, LLC and its corporate Affiliates (as defined below) all doing business as Segra ("Segra" or "Buyer") in accordance with all terms of this purchase order, including the terms and conditions below (collectively the "Purchase Order" or "PO"). "Affiliate" of Segra means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with Segra, where "control" means either the power to direct the management or affairs of the entity or ownership of 50% or more of the voting securities of the entity. Without limiting the generality of the foregoing, Segra Affiliates will include (i) DC74, LLC dba Segra, (ii) FRC, LLC dba Segra, (iii) LMK Communications, LLC dba Segra, (iv) Lumos Networks 2, LLC dba Segra, (v) Lumos Networks of West Virginia, LLC dba Segra, (vi) Lumos Networks Operating, LLC dba Segra, (vii) Lumos Networks LLC dba Segra (viii) North State Technology Solutions, LLC dba Segra, (ix) PalmettoNet, LLC dba Segra, (x) South Carolina Net, LLC dba Segra, (xi) South Carolina Telecommunications Group Holdings, LLC dba Segra, (xii) Unite Private Networks, LLC dba Segra, (xiii) Unite Private Networks of Illinois dba Segra, (xiv) Lumos Payroll, LLC dba Segra, and (xv) Mountaineer Telecommunications, LLC dba Segra.

2. **ACCEPTANCE.** This PO is for the purchase and sale of the Goods and Services described on the PO and is Buyer's offer to Supplier. This PO shall become a contract (including acceptance of all terms and conditions herein) between Buyer and Supplier for the purchase and sale of the Goods and Services when (i) a signed acknowledgement is received by Buyer from Supplier or (ii) Supplier's fulfillment of any part of this PO, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the Goods, Services or subject matter of this PO. Any terms proposed in Supplier's quote, proposal, sales note, acknowledgment, or other form of acceptance which add to, vary from, or conflict with the shall be automatically void and the PO terms constitute the complete and exclusive statement of the terms and conditions between Supplier and Segra. The PO may be modified only by a written instrument executed by authorized representatives of both Supplier and Segra. **SUPPLIER HEREBY ACKNOWLEDGES AND AGREES THAT IT IS A CONDITION OF THIS PO THAT ANY PROVISIONS PRINTED OR OTHERWISE INCLUDED IN ANY ACKNOWLEDGEMENT HEREOF RECEIVED BY BUYER FROM SUPPLIER, WHETHER INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS STATED HEREIN, AND/OR ANY ALTERATION MADE BY SUPPLIER IN THIS PO, SHALL BE VOID AND OF NO FORCE AND EFFECT, AND SUPPLIER HEREBY ALSO ACKNOWLEDGES AND AGREES THAT ANY SUCH PROVISIONS IN SUPPLIER'S ACKNOWLEDGEMENT OR ANY SUCH ALTERATIONS IN THIS PO SHALL NOT CONSTITUTE ANY PART OF THIS PO. THIS PO CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE PURCHASE AND SALE OF THE GOODS AND SERVICES.** Notwithstanding the foregoing, in the event Supplier has an existing written and mutually executed agreement (an "Existing Agreement") with Segra (or its affiliate) applicable to and intended to govern the Goods or Services provided pursuant to this PO, Supplier's provision and Segra's purchase of such Goods and Services shall be governed by the terms and conditions set forth in the Existing Agreement. To clarify, Existing Agreements shall not include any Supplier online or click through terms not mutually agreed to by the parties as part of a separate, written Existing Agreement executed by both parties.

3. **TERMINATION.** Segra may terminate this PO for its convenience at any time without penalty upon written notice to Supplier. If the PO is terminated for convenience, then the termination date shall be effective at the time notice is given, unless otherwise mutually agreed to by the parties. Segra shall pay for any Goods or Services delivered and accepted prior to the date that termination becomes effective. If the PO is terminated before delivery of Goods or Services and no payment for the PO has yet been made by Segra, such PO shall be considered terminated and closed unless Segra instructs otherwise in writing. If a PO is terminated before delivery of all Goods or Services, but after payment by Segra, unless Segra has requested and received a refund with respect to the undelivered Goods and Services, Segra shall be entitled to the timely delivery of all Goods and Services for which it has paid prior to the effective date of the termination. Without limiting the generality of the foregoing, Segra reserves the right to cancel all or any part of the undelivered portion of the PO if Supplier does not make delivery as provided in this PO or if Supplier breaches any of the terms herein, including the warranties of Supplier. The acceptance of the Goods, Services, or partial performance by Segra hereunder after a default or breach by Supplier hereunder shall not affect the right of Segra to cancel or terminate any of its additional obligations hereunder. Segra shall also have the right to terminate this PO or any part hereof in the event of the happening of any of the following: Insolvency of Supplier, filing of a petition in bankruptcy by or on behalf of Supplier; the appointment of a receiver or trustee for Supplier; or the execution by Supplier of an assignment for the benefit of creditors. The remedies provided in this section shall be cumulative and in addition to any other remedies provided in law or equity.

4. **CONFIDENTIALITY.** All specifications, documents, artwork, or drawings delivered by Segra to Supplier, and any other non-public information Segra discloses to Supplier, remains Segra's property. The information is provided to Supplier solely for the purpose of Supplier's performance of the PO and on the express condition that neither the PO nor the information contained therein or provided in connection therewith shall be disclosed to third parties nor used for any purpose other than in connection with the PO without Segra's prior express written consent, which consent shall be at Segra's sole discretion. Segra reserves the right to request that Supplier return all such information to Segra or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the PO.

## 5. WARRANTY.

5.1 **GOODS WARRANTY.** Unless otherwise agreed by the parties in writing, Supplier represents and warrants that (a) all Goods provided will be new and will not be used or refurbished; (b) all Goods delivered (i) shall be free from defects in design, materials and workmanship, (ii) shall be merchantable and of good quality and workmanship, (iii) shall be fit for the purpose for which they are intended and (iv) shall conform to all applicable descriptions, drawings, instructions, samples or other specifications; (c) Supplier has good and valid title to the Goods and the Goods are free and clear of all liens and encumbrances; (d) with respect to any third-party software included within the Goods (including any open source software), Supplier has all rights necessary to provide such software to and/or use such software for the benefit of Segra; and (e) that the Goods and any software installed under this PO do not and will not contain any virus or any other contaminant, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, remotely access, damage or disable the

Services, other Segra software, Segra data, the Segra network or other Segra property. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. If Segra identifies a warranty problem with the Goods during the warranty period (which shall be three years from the Delivery Date (defined below)), Segra shall promptly notify Supplier of such problems and may, at its option, either return for credit or refund or, at no cost to Segra, require prompt correction or replacement of the defective or non-conforming Goods or any part thereof. If Supplier fails to correct defects in or replace non-conforming Goods promptly, Segra may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense. The return to Supplier of any such non-conforming Goods shall be at Supplier's sole risk and expense. Replacement and repaired Goods shall be warranted as set forth herein. Such warranties, together with Supplier's additional warranties and guarantees, if any, shall survive inspection, test, acceptance, and payment for the Goods.

**5.2 SERVICES WARRANTY.** Supplier represents and warrants: (i) that the Services will be performed in accordance with the highest workmanlike and professional standards in the applicable area or areas of expertise required to perform such Services; (ii) that the Services will be performed by skilled, competent and qualified personnel and in accordance with the description and specifications for such Services as set forth in the PO, order form or applicable statement of work; (iii) that the Services will not violate any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party; (iv) that the Services will conform to and Supplier will comply, in all respects, with the provisions of the PO; (v) that Supplier will not, without the prior written consent of Segra (which consent shall be at Segra's sole discretion), use in conjunction with the performance of Services, any software licensed from any third party (including any open source software) and Supplier will specifically identify any such third-party software in writing to Segra prior to such use; (vi) that, with respect to any third-party software used in connection with Supplier's performance of the Services, Supplier has all rights necessary to provide such software to and/or use such software for the benefit of Segra; (vii) that Supplier is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Services in compliance with the terms of this PO; (viii) that all Supplier personnel providing Services are eligible to legally work in the U.S.; and (ix) Supplier and its personnel will comply with all of Segra's site access and safety requirements.

**6. PRICE.** Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the Goods or any ancillary goods, products, or materials. All such taxes and charges shall be shown separately on Supplier's invoices. All monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify Segra of the price and written acceptance obtained before filling the PO. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts, and allowances. In the event Supplier breaches a warranty, the price of the Goods and Services shall be reduced accordingly, retroactive to the date of such breach. Unless otherwise provided on the PO, delivery of Goods shall be f.o.b. destination and Supplier shall not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duties.

**7. TAXES & SHIPPING.** Except as otherwise provided in this PO, the stated price includes all applicable federal, state, and local taxes in

effect on the date of this PO, if any, and Supplier hereby accepts liability for the actual payment of all such taxes. Supplier shall separately state the total amount of taxes that Segra is required to pay under applicable laws on all quotes and/or invoices. Segra will not be liable for any penalties or fees imposed on Supplier as a result of incorrect calculation, billing, or remittance. Supplier agrees to indemnify and hold Segra harmless from penalties or fees imposed on Segra as a result of incorrect calculation, billing, or remittance of taxes by Supplier. If Segra is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, Segra will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Segra with adequate documentation of such exemption from or reduced rate of withholding, Segra will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. In case of doubt by Segra as to Segra's liability for any such tax, Supplier shall allow Segra, at Segra expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax. Segra shall, upon final settlement of such litigation and proceeding, reimburse Supplier for any tax determined to be owed by Segra including in the amount to be reimbursed, any reasonable interest charges and penalties accruing thereon.

**8. INVOICES.** Supplier agrees to issue invoices for all Goods and Services provided within sixty (60) days of the date of delivery of such Goods or Services (the "Delivery Date") and with an invoice date matching the date on which the invoice was generated (the "Invoice Date"). Any such invoice shall reference the PO number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If the PO contains more than one item, Supplier's invoice shall make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Segra to obtain appropriate credit for any taxes charged. Segra may return to Supplier any invoices that do not comply with the terms of this section, and Segra shall have no obligation to pay such invoices until such invoices are corrected and comply with the invoicing requirements stated herein.

**9. PAYMENT.** As full consideration for Supplier's satisfactory provision of Goods and Services, invoices submitted by Supplier to Segra in accordance with the PO will be paid (except amounts in dispute or subject to setoff) within the number of days set forth on the cover page of this Agreement. If the cover page of this Agreement is silent as to payment timeline, undisputed invoices submitted to Segra shall be paid by Supplier within sixty (60) days of Segra's receipt of the invoice. Segra's payment of any invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the Goods and Services covered by the invoice. Partial payments will not be made unless Segra agrees otherwise in writing. Payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. Segra may set-off any amount due from Supplier to Segra or any affiliated company of Segra, whether or not under this PO, against any amount due to Supplier hereunder. Segra may refuse to pay any invoice submitted to Segra more than ninety (90) days after the

applicable Goods or Services are provided to Segra. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier is due for the Goods and Services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Supplier may submit supplemental correct invoices only if accompanied by a photocopy of the original correct invoice and documentation acceptable to Segra that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of ninety (90) days after the delivery date or submission of the original invoice. Any applicable cash discount period begins the day of Segra's receipt of Supplier's invoice. By paying Supplier's invoice before arrival or complete inspection of the Goods, Segra is merely availing itself of the cash discount. Any other orders made by Segra from Supplier will be subject to Segra's right to setoff or adjustment for any shortage, defect, delay or other default or nonconformity of the Goods provided hereunder, which remedy shall be in addition to those otherwise available to Segra hereunder or at law. Segra does not waive its right to reject the Goods or Services, or take other appropriate action.

**10. FORCE MAJEURE.** If by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, lack of material, lack of facilities, act of God or of any public enemy, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request, or recommendation of any government agency or authority, lack of transportation, facilities, or other cause beyond the control of Segra, whether or not of the kind or nature hereinbefore specified, Segra is delayed in whole or in part from receiving any delivery or deliveries of the Goods, Services, or otherwise performing hereunder, then (i) this PO shall automatically be suspended, in whole or in part, including any deliveries of the Goods and Services during the continuance of and to the extent of such circumstances or (ii) by giving written notice to Supplier, Segra may cancel or terminate this PO, in whole or in part, without penalty, as to any undelivered portion of the Goods or Services. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this PO, Supplier shall immediately give notice thereof, including all relevant information with respect thereto, to Segra.

**11. INDEMNITY.** Supplier, at its own expense, shall indemnify, defend, and hold harmless Segra, its affiliates and assigns, and its and their directors, officers, members, managers, partners, shareholders, employees, advisors and agents (collectively, "Segra Indemnitees") from and against any claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit, arising out of or in any way connected with the Goods and Services provided under and related to this PO, including, without limitation any claim by a third party against any of the Segra Indemnitees arising out of or related to: (i) any actual or alleged violation or misappropriation of any patent, copyright, trademark, trade secret, intellectual property or other proprietary right of a third party; (ii) any breach or alleged breach by Supplier, its personnel and/or its subcontractors of any of any representation, warranty, covenant, agreement, provision or obligation under the PO; (iii) any willful, intentional or negligent action or failure to act by Supplier or Supplier personnel or subcontractors; (iv) personal injuries (including death) and property damage caused by or arising from use of the Goods or provision of Services by Supplier, its personnel and/or its subcontractors; (v) the furnishing of labor and/or materials in connection with the Goods or Services by Supplier, its personnel and/or its

subcontractors; and (vi) defects in the design or manufacture of the Goods or Services or by Supplier's failure to provide adequate warnings or instructions with respect to the Goods or Services.

**12. INSURANCE.** Supplier shall maintain the following insurance coverages (or such greater coverages as may be agreed): (a) Commercial General or Garage Liability Insurance covering liability for bodily injury or property damage arising from Supplier's work under these Contract Terms in the amount of not less than \$1,000,000 per loss. Policy will include contractual liability, products liability, completed operations liability and personal injury coverages.; (b) If Supplier's scope of services involves operating vehicles, Business Auto or Garage Liability Insurance covering the use of Supplier's owned, non-owned and hired vehicles in the amount of not less than \$1,000,000 per accident.; and (c) If applicable, as determined by Segra in its sole discretion, (i) Workers Compensation insurance, as required by statute and Employers Liability Insurance in the amount of at least \$500,000 per accident.; (ii) Excess or Umbrella Liability Insurance providing coverage in addition to the above required general and auto liability insurance in the amount of at least \$2,000,000 per loss.; (iii) Tech E&O/Professional Liability insurance covering liability for errors and omissions arising out of Supplier's performance of its obligations pursuant to these PO Terms, in an amount not less than \$2,000,000 per loss, which policy shall include coverage for negligent acts and errors and omissions arising out of or related to the furnishing of Goods and Services by Supplier. The above required general and auto liability policy (ies) obtained by Supplier shall name Segra as an additional insured. Upon Segra's written request, Supplier shall provide Segra with a certificate(s) of insurance evidencing that the above-noted insurance requirements have been satisfied and specifying that Segra will receive thirty (30) days' advance notice of any termination or cancellation in coverage. Supplier will obtain the insurance coverage set forth in this Section from an insurance carrier with a minimum A.M. Best's rating of A-. Supplier's insurance will apply as primary and non-contributory for any claims arising out of Supplier's work under this PO. Supplier shall be responsible for the payment of any deductibles or retentions within its insurance. The above required insurance shall not limit or restrict Supplier's indemnification obligations outlined in this PO.

**13. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SEGRA BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THIS PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN THE PARTIES RELATING TO THE GOODS OR SERVICES, EVEN IF SEGRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**14. PACKAGING.** Unless otherwise specified in the PO, the Goods shall be (a) packed, packaged, marked, and otherwise prepared for shipment in accordance with Segra's instructions and in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination without damage. Supplier shall mark all containers with necessary lifting, handling, shipping information, PO number(s) and date(s). A packing list shall be enclosed in all shipments showing the PO number and exact quantity and description of the Goods shipped. No charge shall be paid by Segra for packing, boxing, or cartage unless specified on the first page of this PO. Loss of or damage to any of the Goods not packed in compliance with this PO shall be borne by Supplier.

Supplier shall ensure that the PO number set forth on the first page appears on all shipping containers, packing sheets, delivery tickets, bills of lading, and all other documents referencing the Goods or this PO.

15. **RISK OF LOSS.** Regardless of the method of shipment used, Supplier shall deliver all Goods to the location(s) specified in the PO at Supplier's own risk. Supplier shall bear the risk of loss, destruction, or damage until the items are delivered and accepted by Segra.

16. **DELIVERY.** Time is of the essence. In the event no quality is specified on the face of this PO the Goods delivered must be of the best quality. Supplier shall ship and deliver the Goods or Services on the date or dates specified in this PO, unless prior written approval of any change in such date or dates is given by Segra. Segra may from time to time change the delivery schedule or direct temporary suspension of scheduled shipments. In the event Supplier fails to deliver the Goods or Services within the time specified, in addition to any termination rights set out herein, Segra may, at its option and without limiting its remedies, decline to accept the Goods or Services and terminate the PO. Supplier shall comply with Segra's shipping, delivery, installation or startup schedules (as applicable) without any delay and shall comply with the provisions and follow the procedures outlined in any Segra policies and procedures provided separately to Supplier. Quantities must equal the exact amounts identified in the PO and no partial shipments or runt cartons, changes, or substitutions in specifications may be made without Segra's prior written approval, which approval shall be at Segra's sole discretion. Segra's acceptance of late shipments or partial shipments shall not constitute a waiver of any of Segra's rights to collect damages for Goods not delivered or for late delivery. Supplier shall report to Segra any delays immediately as they become known to Supplier. Segra reserves the right to cancel the PO and effect cover if Supplier cannot comply with the schedule(s) indicated in this PO. If dates are not specified on the PO, Supplier shall procure materials, fabricate, assemble, and ship Goods only as authorized by shipment releases Segra issues to Supplier. Segra may return over shipments to Supplier at Supplier's expense for all packing, handling, sorting and transportation. Segra may from time to time, and with reasonable notice, suspend schedules or such shipment releases. No charges for unauthorized transportation will be allowed and any excess charges resulting from the use of unauthorized transportation will be charged back to Supplier. If it becomes necessary for Supplier to ship by a more expensive shipping method, Supplier shall pay any resulting premium transportation cost. Any software orders shall be delivered electronically.

17. **INSPECTION.** All Goods and Services received are subject to Segra's inspection and acceptance or rejection. Segra's payment shall not constitute acceptance. Segra retains the right to inspect, and, if applicable, test, the Goods and to reject any or all of the Goods which are in Segra's judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of Goods and raw material, including the equipment used to manufacture the Goods. Segra will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance (including but not limited to multi-phased agile development projects requiring multiple approvals prior to the delivery of a final deliverable) shall relieve Supplier of liability for defects or other failure to meet the requirements of this PO. Use of a portion of the Goods or Services for the purpose of testing shall not constitute an acceptance of the Goods or Services. Segra's failure to inspect and accept or reject the Goods shall neither relieve Supplier from responsibility for such Goods or Services that are

not in accordance with the PO requirements nor impose liability on Segra for such Goods or Services. Further, partial or full payment for any Goods or Services shall not constitute final acceptance unless and until Segra has performed the inspection set forth in this Section and communicated its acceptance to Supplier. If any of the Goods or Services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this PO, Segra, in addition to any other rights which it may have, may at its option, reject the Goods or Services and return such Goods at Supplier's expense as set forth below. In addition to Segra's other rights, Segra may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such Goods. In the event Segra receives Goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of Segra's finished product or any other damages to Segra, Segra reserves the right to require the replacement, as well as payment of any resulting damages. When a shipment is rejected based upon Segra's inspection, and such rejection increases the risk of jeopardizing Segra's production schedules by reason of the fact that at least some of the Goods are necessary to meet such production schedules, then Segra, at its option, may charge Supplier for the reasonable costs of an increased level of inspection up to and including inspection of each of the Goods comprising such shipment.

18. **REJECTED SHIPMENTS.** If the Goods shipped or to be shipped are rejected in whole or in part by Segra by reason of Supplier's failure to comply with any of the terms of this PO, Segra, after notifying Supplier, may either (a) return the rejected portion of the Goods to Supplier at Supplier's expense; (b) hold the same for such disposal as Supplier shall indicate, in each of case (a) and (b), without invalidating the remainder of the PO; or (c) reject the entire shipment of Goods and any related Services and cancel this PO for any undelivered balance of the Goods and Services. If the Goods shipped or to be shipped hereunder are rejected as provided above, Segra may purchase the same or similar goods or services elsewhere and charge Supplier with any loss or damage sustained by Segra including, without limitation, any difference between the price paid by Segra for such goods and services and the price specified in this PO, plus all costs of collecting the same including, without limitation, reasonable attorneys' fees and court costs. Segra shall not be obligated to pay for any Services provided or Goods shipped which Segra rejects as set forth herein.

19. **SEGRA PROPERTY.** Any material or parts furnished by Segra intended for use by Supplier in Supplier's execution of Supplier's duties as required by this PO are held by Supplier on consignment. Supplier shall ensure that all such materials or parts are labeled as "Property of Segra" and that they are kept segregated from Supplier's own property, except as is reasonably required in Supplier's processes to complete the PO. All such materials or parts not used by Supplier in connection with this PO shall be returned to Segra at Supplier's expense unless Supplier is otherwise directed in writing. If not accounted for or not returned to Segra, Supplier shall pay or reimburse Segra for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with any loss payable to Segra.

20. **ASSIGNMENT.** Supplier may not assign, delegate, subcontract, or transfer this PO, the work required to be done or any payments to be made hereunder without Segra's prior written approval, which may be withheld at Segra's sole discretion. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with

respect to all of the obligations and liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the PO, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance and confidentiality requirements of this PO.

21. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Supplier represents and warrants that: (a) General: Supplier and the Goods and Services provided hereunder, shall comply with all applicable laws, statutes, rules, regulations and orders and same shall be deemed fully incorporated herein by reference.; (b) Environmental, Health and Safety Compliance: The Goods and Services shall comply with all applicable national and international environmental, health, safety or product safety laws, regulations, treaties or other legal requirements relating to the manufacture, distribution, use and sale of the Goods and provision of Services, including, but not limited to, those requirements relating to the presence or use of chemicals or other materials in Goods (including but not limited to the laws and regulations of the United States (e.g., the Toxic Substances Control Act, the European Union (e.g., the Directive on the Restrictions on use of Hazardous Substances in Electrical and Electronic Equipment) and international law (e.g., the Montreal Protocol relating to ozone-depleting substances). Supplier shall obtain a similar agreement from all of its subcontractors. Supplier shall obtain and furnish any information reasonably requested by Segra, including test reports prepared by certified and accredited testing laboratories relating to lead, phthalates, and heavy metals content in the Goods, to enable Segra to ensure its own compliance with product safety laws, and to confirm compliance with this provision or to determine the environmental, health or safety effects of materials or chemicals contained in or used by a Good(s) or Services provided to or delivered by Supplier. Supplier shall indemnify Segra against any loss, expense, and penalty incurred by Segra as the result of Supplier's failure to comply with this Section; (c) IP Rights. Segra shall at all times have and retain title to any and all of the intellectual property of Segra provided to Supplier pursuant to this PO, and Supplier shall not use or disclose to others such intellectual property of Segra, other than as necessary to perform its obligations hereunder. Supplier warrants that the Goods and Services furnished hereunder do not infringe upon any patent, trademark, copyright, or other intellectual property rights and that it will defend, indemnify and holds Segra, its affiliates and each of their respective owners, directors, officers, employees, distributors, agents, representatives and customers harmless from and against any third party claim, loss, demand, cause of action, debt or liability, including attorneys' fees, arising out of or related to any actual or alleged violation or misappropriation of any intellectual property right of a third party and (d) Policies. Suppler shall comply with Segra's policies, standards, and terms published and located at the URL [segra.com/supplier-information](http://segra.com/supplier-information) or such other link provided by Segra from time to time (the "Online Policies"). Segra may add to or modify the Online Policies at any time.

22. **RESPONSIBLE SUPPLY CHAIN.** Supplier represents and warrants that it has and will maintain a responsible supply chain organization in all respects, including, without limitation, ensuring (i) only legally allowed Goods and Services (including any components and materials thereof) are provided to Segra and (ii) appropriate treatment of people that create, produce, or deliver the Goods or Services. Supplier shall not directly or indirectly provide any Goods or Services (including any components and materials thereof) from any country, person, or entity that is subject to U.S. or other applicable law that restricts transactions with specific foreign entities, persons, or countries and

Supplier shall not, in any way, provide to Segra, "covered telecommunications equipment or services" (as that phrase is defined in FAR 52.204-25) as a substantial or essential component, or as critical technology, of any equipment, system, or service. Prohibited telecommunications equipment or services includes equipment, products, or services produced by the entities listed in the same FAR provision or as further defined in other regulations. If any Goods or Services (including any component or material thereof) is determined by Segra to be prohibited or restricted by applicable law ("Restricted Goods"), Supplier shall be responsible for the replacement or return for a full refund (at Segra's sole election) of the Restricted Goods and all costs associated with such replacement or return, including shipping and labor costs.

23. **REMEDIES.** Segra's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by Segra shall not constitute Segra's waiver of any other breach of the same or any other provision. Acceptance of any Goods, Services or payments therefore shall not waive any breach or remedy hereunder.

24. **INDEPENDENT CONTRACTOR.** Supplier is an independent contractor for all purposes, without express or implied authority to bind Segra by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors ("Supplier's Personnel") are agents or employees of Segra and neither Supplier nor Supplier's Personnel are entitled to any employee benefits of Segra, including but not limited to, any type of insurance.

25. **SPECIAL EQUIPMENT:** Special dies, tools, patterns, and drawings made or provided by Supplier for Segra and used in the manufacture of the Goods contracted for herein shall be the property of the Segra. They shall be kept in good condition and from time to time replaced by Supplier without expense to Segra, except that the actual cost of changes due to Buyer's change of design or specifications shall be paid for by Buyer if such changes are made prior to the exhaustion of the useful life of the dies, tools or patterns change and agreed to in advance and in writing by Segra. No such dies, tools, patterns or drawings shall be used in the production, manufacture or production of larger quantities than those specified except with the express consent in writing of Segra. All such dies, tools patterns or drawings of Segra shall be disposed of as directed by Segra.

26. **MISCELLANEOUS.** Except to the extent an Existing Agreement applies, this PO constitutes the complete and agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. This PO may not be modified or altered except by written instrument duly executed by both parties. If any provision of this PO is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the PO will remain in full force and effect. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. Supplier hereby waives and relinquishes all liens and claims statutory or otherwise that Supplier now has or may hereafter have as a result of labor performed or materials furnished by Supplier in connection with the performance of its duties and obligations hereunder. All provisions hereof relating to proprietary rights, confidentiality, indemnification, and any other

sections intending to survive will survive the termination of this PO. This PO and the parties' performance hereunder will be governed by the laws of the State of North Carolina, without regard to its conflicts of laws rules. Any dispute between the parties arising out of or relating to the PO may be adjudicated only in a state or federal court located in Mecklenburg County, North Carolina, and the parties irrevocably submit to the exclusive jurisdiction of such courts and agree not to argue that any other forum would be more convenient for adjudicating any such dispute. Segra shall be entitled to reasonable attorneys' fees in the event it is the prevailing party in litigation. This PO may be executed in

counterparts, each of which will constitute an original, and all of which will constitute one agreement. All communications, notices and demands of any kind which either party may be required or desire to give to or serve upon the other party shall be made in writing and shall be sent by certified mail, return receipt requested, or overnight or same-day delivery by reputable courier service to the other party at its specified address.