



Connect Alabama

MASTER PURCHASE AGREEMENT

BETWEEN

Troy Cablevision, Inc. d/b/a C Spire

AND

Seller Name

_____, 2025



Troy Cablevision, Inc. dba C Spire
1006 South Brundidge Street ▪ Post Office Box 1228 ▪ Troy, Alabama 36081-1228
334.566.3310 ▪ 334.770.2726 facsimile
www.cspire.com

**MASTER PURCHASE AGREEMENT
CONTRACT NO. MMG020425 OSP CONSTRUCTION MATERIALS**

This Agreement is made effective as of the _____ day of _____, 2025, by and between Troy Cablevision, Inc. d/b/a C Spire, with offices at 1006 S. Brundidge St., Troy, Alabama 36081 (“C Spire”) and _____, offices at _____ (“Seller”). C Spire and Seller are sometimes referred to individually as “Party” and collectively as “Parties”.

WHEREAS, Seller is in the business of the manufacturing or reselling certain Items (as hereinafter defined);

WHEREAS, Company is in need of certain Items as set forth in its Request for Proposal for NTIA Connect Alabama, MMG020425 OSP Construction Materials, dated 4th of February, 2025, attached hereto as **Exhibit F** (the “RFP”) and fully incorporated herein by reference thereto;

WHEREAS, pursuant to its Request for Proposal Contract Award Letter dated _____ of _____, 2025, attached hereto as **Exhibit G** (the “Contract Award Letter”) and fully incorporated herein by reference thereto, C Spire selected Seller to provide certain Items, with such selection being made pursuant to the Proposal submitted by Seller to C Spire dated _____ of _____, 2025, attached hereto as **Exhibit H** (the “Seller’s Proposal”) and fully incorporated herein by reference thereto; and

WHEREAS, the Parties hereto do desire to define, delineate and determine the terms of their agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

The following definitions shall apply to this Agreement:

- (a) “Acceptance” shall include that for Items that are not services and/or do not require installation, C Spire reserves the right to test and inspect the Items, and Acceptance shall be deemed to occur upon the earlier of: (i) C Spire’s written confirmation of receipt, or (ii) the passage of five (5) business days from the date of delivery with no notice of non-conformance from C Spire.
- (b) “Affiliate” means any entity that controls, is under common control with, or is controlled by either Party, where “control” means the ownership, direct or indirect, of a majority of an entity’s equity or some other interest entitling or otherwise allowing the owner to direct the affairs of such entity, specifically including without limitation, any and all subsidiaries and affiliates of which either Party owns, directly or indirectly, fifty-one percent (51%) or more of the voting securities, or less than fifty-one percent (51%) in countries that prohibit majority foreign ownership, provided that the Party has voting control of such entity in such interest

and is able to direct or manage its business affairs, and/or to control the composition of its board of directors or an equivalent body.

- (c) “Agreement” means the terms and conditions of this Master Purchase Agreement, including Exhibits attached hereto, together with Schedules.
- (d) “Anti-Corruption and International Trade Laws” means all applicable laws, rules, regulations, directives, ordinances, orders, governmental requirements, or statutes related to bribery, fraud, corruption, or international trade, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any applicable anti-bribery or trade Laws of other countries, including, European Union (“EU”) Regulation 2021/821, EU sanctions, the U.S. Export Administration Regulations, as amended, the International Traffic in Arms Regulations, and the sanctions, regulations and Executive Orders administered by the U.S. Treasury Department Office of Foreign Assets Control.
- (e) “Confidential Information” as defined in Section 10 of the Terms and Conditions, shall include (a) any technical or business information including but not limited to any design, specification, idea, concept, plan, copy, formula, drawing, procedure, business process, organizational data, customer or supplier or Supplier lists, or other information that a Party or its Affiliates hold confidential or considers proprietary whether oral, written, electronic or viewed by inspection, that is obtained by recipient in connection with this Agreement; or (b) information relating to recipient’s customers, suppliers, Suppliers, dealers, Personnel, officers, or directors.
- (f) “Cost to Cover” means the difference in price between Seller’s price that C Spire agreed to pay under this Agreement and the price of substitute goods purchased by C Spire from Seller.
- (g) “Delivery Penalty” means the penalty Seller shall pay for late delivery of Items as set forth in the Schedule.
- (h) “Documentation” means the license by Seller to C Spire of documentation relating to Equipment or software purchased or licensed under this Agreement.
- (i) “EDI” means C Spire’s electronic data interchange system or its functional equivalent.
- (j) “Effective Date” means the date indicated above or, if no such date is indicated, then the date by which both C Spire and Seller have signed this Agreement.
- (k) “Equipment” means new and/or refurbished equipment and components made commercially available for sale by Seller.

- (l) “Export Authorization” means all applicable export permits, licenses, authorizations, certifications, notifications, or other required or necessary government approvals or submissions.
- (m) “Account Manager” means a full-time Seller employee representative designated by Seller for the purposes set forth in Section 17 of this Agreement.
- (n) “Items”, as defined in the Terms and Conditions, shall include, for purposes of this Agreement, Equipment or licensed materials.
- (o) “Laws”, as defined in Section 13 of the Terms and Conditions, and shall also include the Anti-Corruption and International Trade Laws.
- (p) “Personal Data” means all information made available or provided to Seller under the Agreement relating to an identified or identifiable person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.
- (q) “Personnel” means the employees, agents, contractors, and representatives of the applicable Party and, in the case of Seller, its subcontractors, whether or not Affiliates of such Party.
- (r) “Schedule” means a schedule attached hereto, specifically referencing this Agreement and executed by C Spire and Seller. A form of a Schedule is attached hereto as **Exhibit A**.
- (s) “Services” means the performance of services by Seller.
- (t) “Tax(es)” means all properly itemized taxes, duties and other governmental fees or assessments (including, Value Added, Goods and Services, sales, use or similar transaction or indirect taxes) imposed on any Items by a taxing jurisdiction where C Spire receives the Items. Notwithstanding anything contained in this Agreement, however, “Tax(es)” shall not include (and C Spire shall not reimburse Seller or otherwise pay for): (i) franchise taxes and other taxes based on Seller’s payroll, property, or gross or net income, or (ii) Seller’s state and local privilege/business occupation and excise taxes or other similar governmental fees/assessments charged to Seller.
- (u) “Terms and Conditions” means the Troy Cablevision, Inc. d/b/a C Spire Standard Purchase Order Terms and Conditions Form No. 01 attached hereto as **Exhibit B** and fully incorporated herein by reference thereto.
- (v) “Total Purchases” means the net invoice price of the purchased Items, less freight, taxes, returned Items and credits. Total Purchases shall include those purchases made by C Spire and its Affiliates.

- (w) “Volume Credits” means the monetary value received from Seller that is built upon the committed spend on an annual basis. Calculation for Volume Credits are as defined under **Exhibit C** attached hereto and fully incorporated herein by reference thereto.

Any capitalized terms used in this Agreement not otherwise defined shall have the meaning set forth in the Terms and Conditions.

1. **Incorporation of Terms and Conditions.** The Terms and Conditions are incorporated into and made part of this Agreement, except to the extent specific provisions are referenced and modified in other Sections of this Agreement. Notwithstanding anything in the Terms and Conditions, this Agreement takes precedence over the Terms and Conditions alone. Any information to be included in a Purchase Order (as defined in Section 1 of the Terms and Conditions) pursuant to the Terms and Conditions incorporated into and made a part of this Agreement may, as an alternative, be included in a Schedule.
2. **Scope of Agreement.** Notwithstanding anything set forth in the Terms and Conditions, this Agreement contains agreed upon terms and conditions that will apply to any transaction where C Spire elects to purchase from Seller, and Seller elects to sell to C Spire, any Items. Such sales will be pursuant to one or more Schedules as mutually agreed by the Parties. The Parties shall attempt to reference this Agreement as the governing document in any such Schedules, but failure to do so shall not invalidate application of this Agreement to any such Schedule unless mutually agreed to in writing by the Parties. Nothing in this Agreement shall preclude C Spire from sourcing any Items from sellers other than Seller.
3. **Purchase Order Systems and Data.** In receiving Purchase Orders through EDI or other electronic systems, Seller may have access to C Spire-assigned employee identification numbers (e.g., PeopleSoft identification numbers) of users of such electronic systems, along with transaction information related to each user’s selections from electronic catalogue systems (e.g., date and time, items selected). Seller and C Spire acknowledge that some of the information is Personal Data. Without limiting Seller’s other obligations under this Agreement, Seller shall: (a) comply with all Laws that regulate or relate to Personal Data or the processing of Personal Data and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by C Spire of the same; (b) only process Personal Data for the sole purpose of fulfilling its explicit obligations under this Agreement; (c) make all available Personal Data arising from or related to this Agreement available to C Spire; and (d) implement and maintain reasonable administrative, technical, organizational and physical security procedures and measures necessary and appropriate to preserve the security, integrity and confidentiality of all Personal Data and protect such Personal Data against unauthorized or unlawful processing, accidental loss, destruction or damage.
4. **Testing and Inspection.** Any testing or inspection required prior to Acceptance of Items shall be described in a Schedule.

5. **Purchases by C Spire Affiliates.** C Spire's Affiliates may purchase or license Items from Seller on the same terms and conditions as are contained in this Agreement pursuant to a Schedule from such Affiliate that references this Agreement. With regard to Schedules entered into by Seller with an Affiliate of C Spire: (a) all references to "C Spire" in this Agreement and in the Schedule shall be deemed to mean the Affiliate who entered into the Schedule or sent the Purchase Order, (b) each Schedule shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate issuing such Purchase Order or entering into such Schedule and Seller, and (c) C Spire shall have no liability under such Purchase Order or Schedule.
6. **Term.** The term of this Agreement shall commence on the Effective Date and shall, unless terminated earlier pursuant to Section 20, continue for the length of the Project, as defined in Section 14 (the "Term").
7. **Invoices and Payment.**
 - (a) Section 9 of the Terms and Conditions is hereby incorporated into this Agreement, except that Seller shall submit invoices to C Spire electronically via the EDI Network or C Spire's then current electronic invoicing system, or as otherwise directed in writing by C Spire. Promptly following the date of execution of this Agreement, Seller shall enroll in the EDI Network or C Spire's then current electronic invoicing system. Additionally, for all Accepted Items, Seller shall submit all invoices to C Spire within ninety (90) days from the date of Acceptance of Items. C Spire shall pay any undisputed invoice within ninety (90) days from date of invoice. If Seller fails to submit all invoices to C Spire within ninety (90) days from the date of Acceptance of Items, then the time period for C Spire to pay the invoice shall be extended by no more than five (5) business days (*i.e.*, 90 days + 5 business days) from the date of invoice issuance by Seller.
 - (b) Seller will issue invoices as follows: (i) for Items that are not services and/or do not require installation, upon Acceptance; (ii) for Items requiring installation or implementation services or other non-recurring Services (including engineering services), upon Acceptance; and (iii) for recurring services, including maintenance and management services, upon commencement of such services.
 - (c) Seller shall promptly notify C Spire of any breaches of any of its payment obligations of any undisputed invoice and if such breach is not cured within thirty (30) business days, Seller has the right to reject any unaccepted Purchase Order for the respective business group, and Seller has the right to suspend or delay shipment of any Item under an accepted Purchase Order for the respective business group, by providing fifteen (15) days' written notice to C Spire.
 - (d) C Spire shall notify Seller of any billing discrepancies or disputes about an invoice within fifteen (15) days after receiving it, specifying with particularity the basis of any such discrepancy or dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve C Spire of its obligations to pay the undisputed portion of the

invoice. The Parties shall negotiate in good faith to resolve any Dispute Notice. Interest will accrue on any past due amount (not subject to a Dispute Notice) at the lesser of 1.5% per month compounded (19.6% per annum, actual rate) or the maximum rate permitted by Law. Notwithstanding the foregoing, any amounts that were the subject of a Dispute Notice and are subsequently resolved will be subject to interest charges accruing from the original due date. C Spire shall reimburse Seller for reasonable legal fees and other costs associated with collecting delinquent amounts.

8. Taxes.

- (a) C Spire shall reimburse Seller for any Taxes Seller actually pays to the extent the same are separately stated and specifically permitted to be passed on to C Spire in accordance with the Laws of the proper taxing jurisdiction. If applicable, Seller shall promptly provide a valid Tax receipt to C Spire for all Tax payments made under this Agreement. Notwithstanding anything contained in this Agreement, however, “Tax(es)” shall not include (and C Spire shall not reimburse Seller or otherwise pay for): (i) franchise taxes and other taxes based on Seller’s payroll, property, or gross or net income; or (ii) Seller’s state and local privilege/business occupation and excise taxes or other similar governmental fees/assessments charged to Seller. If Seller does not itemize Taxes on any invoice and should have, C Spire will pay the amount of Taxes that should have been invoiced (upon presentation of a proper invoice for such Taxes), but Seller shall be solely responsible for paying all penalties, interest, fines, or other surcharges assessed by the taxing authorities on any Taxes not timely invoiced within ninety (90) days to C Spire.
- (b) To the extent applicable Law requires C Spire to withhold a tax from any amounts payable under this Agreement to Seller (“Withholding Tax”), Seller shall provide C Spire with valid documentation in order for C Spire to claim an exemption from, or reduced rate of withholding for, such Tax (e.g., U.S. Internal Revenue Service Form W-8BEN-E, or other appropriate document as may be required under the Law of the taxing jurisdiction) prior to any payments due under this Agreement.
- (c) Seller shall provide C Spire with a valid tax identification number on an Internal Revenue Service Form W-9 (or other appropriate document as may be required under the Law of the taxing jurisdiction) and any other information C Spire reasonably needs for C Spire to comply with its tax reporting obligations for any amounts paid to Seller under this Agreement.
- (d) Each Party shall cooperate with the other Party with respect to tax matters and provide and make available to the other Party tax-related information reasonably requested by the other Party (such as resale, tax receipts, or exemption certificates).

9. Item Pricing. The purchase price to be paid by C Spire to Seller for the Items, as described in the Seller’s Proposal (**Exhibit H**), shall also be as specified on the price list provided by

Seller, attached hereto as **Exhibit E** and incorporated herein by reference thereto. Prices shall remain firm unless a change is agreed to by the Parties in writing.

10. **Delivery.** Risk of loss and title transfer for Items will transfer to C Spire upon delivery. In addition to the provisions of Section 6 of the Terms and Conditions, if Seller is unable to deliver any Item(s) on the Schedule within twenty five (25) business days after the mutually agreed-to delivery date, pursuant to Section 4 of the Terms and Conditions, Seller shall notify C Spire in writing of its inability to meet such delivery date within five (5) business days from the date Seller determines it will be unable to meet the agreed upon delivery date. In such event, C Spire may, in its sole discretion: (a) agree to a new delivery date; or (b) cancel all or part of the Schedule covering such Items at no cost or penalty to C Spire if Items have not been shipped. Seller will provide reasonable safeguards for the protection and safekeeping of Items in its possession prior to delivery to C Spire.
11. **Warranty.** Seller will provide the product warranty for Items in accordance with Section 5 of the Terms and Conditions for the period of time set forth herein, except if otherwise specified on the relevant Schedule, which must be mutually agreed upon by both Parties.
12. **Documentation Availability.** At no additional charge to C Spire, Seller shall provide access to Item documentation associated with purchased Items upon request during the warranty period or any extended warranty period (if purchased by C Spire). This documentation may include, by way of example, prints, drawings, , and operation manuals necessary for the installation, operation, training, and maintenance of the Item. However, access to certain proprietary or internal-use-only documentation, such as internal design drawings and sensitive materials, may be excluded at Seller's discretion.
13. **Compliance With Laws.** In addition to the requirements in the Terms and Conditions, Seller represents, warrants, and covenants that:
 - (a) C Spire shall not transfer, use, distribute, assign, or sell any goods (or any part thereof) to a third party (including software and/ or technology as well as any corresponding documentation) delivered by Seller unless explicitly approved by Seller in writing; provided that, however, C Spire may transfer, use, distribute, assign, or sell any goods (or any part thereof) to its Affiliates without the Seller's approval. Notwithstanding the foregoing, this limitation does not apply to hardware (excluding hardware which has embedded software) under this Agreement or any other agreement between the Parties. C Spire in particular will not transfer, use, distribute, assign, or sell any goods to, or for use in, a sanctioned country or region (i.e., Belarus, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russian Federation, or Syria). Breach of this provision constitutes a "material breach" as described in Section 20.
 - (b) Both Parties have read, are aware of, understand, have been in compliance, and agree that each shall fully comply, with all Laws and this Section 13. Seller will provide Items in compliance with all necessary and applicable permits and Laws,

and it has obtained or will obtain all permits necessary to provide Items hereunder. Seller's Personnel will meet the same standards as apply to Seller.

- (c) Seller understands that in the course of providing Items under the Agreement, Seller shall receive, handle, store, or otherwise be granted access to information regarding C Spire materials or products. Seller agrees that it shall comply with all Laws of the United States and any other applicable countries with regard to the receipt, handling, storage, dissemination, transfer or release of C Spire's materials or products. Without limiting the generality of the foregoing, Seller understands and accepts that the transfer, release, export, deemed export, re-export, dissemination, or distribution, whether direct or indirect, of any C Spire materials or product may be subject to regulation under U.S. Laws. Seller agrees that it will not make, cause, or facilitate any release, export, re-export, deemed export, dissemination, distribution, or other form of transfer, directly or indirectly, of any C Spire materials or product to any destination or person, or for any use, restricted under export Laws, unless the Parties mutually agree that Seller first obtain all required government authorizations, such as from the U.S. Department of State, U.S. Department of Commerce, U.S. Department of Treasury, or any other governmental agencies, as applicable. The Parties will determine, through mutual agreement, which Party shall be responsible for obtaining all such government authorizations. Seller shall promptly notify C Spire in accordance with Section 21 of the Agreement, of any known or suspected breach of this Section 13. Notwithstanding the above, each Party shall reasonably cooperate with the other in complying with the applicable export regulations and provide with all necessary information to file an authorization and/or declaration and certifications required under applicable export regulations. Upon request by Seller in conjunction with a mandated government requirement, C Spire agrees to timely provide Seller with all information and confirmations reasonably required to complete sanctions clearance and to obtain any license or other authorization under the applicable trade, customs and export control regulations, including information and confirmation related to final destination, end customer and/or intended use. If required to enable authorities or Seller to conduct checks related to compliance with applicable foreign trade regulations, C Spire, upon request by Seller, shall promptly provide Seller with all information pertaining to the particular transaction, customer, final destination, end customer and/or intended use of items provided by Seller, as well as any relevant legal restrictions.
- (d) Seller has not acted, will not act, and has not and will not cause, directly or indirectly, any other party to act, in any manner that would cause C Spire and its Affiliates, and its and their directors, officers and Personnel, to violate any Laws and agrees that it will ensure that all export authorizations are obtained prior to providing Items including but not limited to obtaining any export authorizations necessary for the export, re-export, deemed export or deemed re-exports by or to any non-U.S. persons in the U.S., or persons located outside of the U.S., that will provide Items, at its sole cost and expense. If C Spire has reasonable belief that Seller is not in compliance with this Section 13, C Spire may notify Seller in

writing, of the particular Law(s), including the reason C Spire believes Seller to be non-compliant, and upon Seller's receipt of C Spire's written request, Seller shall, at its sole expense, provide to C Spire in a timely manner documentation of Seller's compliance with the particular Law set out in the notification from C Spire.

- (e) In the event of any enforcement action against Seller relating to Seller's non-compliance with any Laws or this Section 13 that reasonably relate to Seller's performance under this Agreement, Seller shall provide to C Spire written notice of such enforcement action, if practicable, prior to any publication or disclosure of such enforcement action, and in no event later than ten (10) business days following such enforcement action.
- (f) If any Items purchased by C Spire hereunder are not in compliance with the Terms and Conditions or this Section 13, in addition to all other rights, remedies and indemnities available to C Spire as set forth in this Agreement, Seller shall, at Seller's sole cost and expense: (i) promptly replace non-compliant Items with Items that comply with Laws; (ii) modify (with C Spire's written approval) such non-compliant Items to bring such Items into compliance with Laws; and (iii) pay any fines or penalties levied against C Spire due to the non-compliance with Laws of applicable Items.

If Seller is unable to replace or modify Items that are non-compliant with Laws, Seller shall, at its sole cost and expense: (i) remove or accept return of such non-compliant Items; (ii) refund to C Spire all monies paid to Seller associated with such non-compliant Items.

- (g) Seller shall not deliver Counterfeit Product to C Spire under any Purchase Order. "Counterfeit Product" means an item that Seller has actual knowledge that is itself or contains an unlawful or unauthorized reproduction, substitution, alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Seller shall use commercially reasonable efforts to detect and avoid providing Counterfeit Products to C Spire. Seller shall require any of its subcontractors and/or suppliers to comply with this Section 13(g) in the course of its performance under this Agreement. In the event that an item delivered under this Agreement is a Counterfeit Product, Seller shall, at its sole expense, promptly notify C Spire and replace such Counterfeit Product with genuine items conforming to the requirements of the applicable Purchase Order. Seller shall be liable for its own costs and expenses relating to the detection, avoidance, removal and replacement of any Counterfeit Product. The remedies contained in this Section 13 are in addition to any other right, remedy, or election C Spire may have hereunder or at Law or in equity.

14. Federal Grant Provisions.

- (a) *Compliance.* Company is the recipient of a Federal grant award, being NTIA Award No. 28-40-MM712, from the U.S. Department of Commerce (“DOC”), National Telecommunications and Information Agency (“NTIA”), under the Enabling Middle Mile Broadband Infrastructure Grant Program Funding Opportunity Number NTIA-MMG-202, for its NTIA Connect Alabama Project (the “Project”).

In addition to the compliance requirements for Laws under Section 13 of this Agreement and Section 13 of the Terms and Conditions, Seller agrees and acknowledges that it and all those with whom it subcontracts, shall, in performance of its obligations under this Agreement, fully comply with all applicable Federal, state, or local laws, rules and regulations, including, but not limited to, the Notice of Funding Opportunity (DOC, NTIA Notice of Funding Opportunity No. NTIA-MMG-2-2022, Middle Mile Grant Program, dated May 13, 2022) (the “NOFO”) and all other applicable Executive Orders, public policies, and guidelines governing Federal financial assistance awards and any Federal financial assistance project covered by this Agreement (collectively, the “Authority”). As such, Seller agrees that it shall comply, and it shall require and ensure that any and all subcontracts and subcontractors shall also comply, with the Authority and the terms and conditions described in **Exhibit I** attached hereto and fully incorporated herein by reference thereto.

- (b) *Selection of Subcontractors.* To the extent that Seller’s performance under this Agreement is subject to certain executive orders and statutes pertaining to government contractors, Seller will comply with 48 FAR 52.219-8 “Utilization of Small Business Concerns” and 48 FAR 52.219-9 “Small Business Subcontracting Plan.”
- i. When selecting subcontractors and suppliers, Seller is to give due consideration to:
- A. Small business (“SB”) concerns;
 - B. Small disadvantaged business (“SDB”) concerns owned and controlled by socially and economically disadvantaged individuals;
 - C. Women-owned small business (“WOSB”) concerns owned and controlled by women;
 - D. Historically underutilized business zones (“HUBZones”) small business concerns;
 - E. Service-disabled veteran owned small business (“SDVO”) concerns; and
 - F. Veteran-owned small business (“VOSB”) concerns.

- ii. Small business status qualifications are as established by the U.S. Small Business Administration, the Department of Veterans Affairs, and the Federal Acquisition Registration (“FAR”).
 - iii. Seller’s process of selecting subcontractors and suppliers shall provide all types of small, small disadvantaged, and women-owned businesses the opportunity to compete to become a subcontractor or supplier, consistent with efficient performance (price, quality, delivery) and sound purchasing practices.
 - iv. Seller shall maintain records relating to its subcontracting regarding the small business categories identified above, as well as a contact person with responsibility for reporting results. Seller shall promptly provide C Spire with reports and records regarding Seller’s subcontracting upon Seller’s receipt of C Spire’s written request.
15. **On-Site Behavior.** When on-site at C Spire’s premises, Seller and its Personnel shall comply with all rules and regulations of C Spire which may be in effect regarding passes, badges, smoking, fire prevention, health and safety, and conduct. Seller shall at all times enforce discipline and good order among Seller’s Personnel and shall not employ for performance of any services any unfit person or anyone not skilled in the work assigned. Seller shall not take photographs of or at any C Spire facility without prior written authorization of C Spire.
16. **Contingency Plan.** At C Spire’s request, Seller shall provide a written plan to C Spire outlining how provision of Items will be handled in the case of a catastrophe, labor strike or work stoppage at the Seller’s or C Spire’s facilities or in the case of any other significant unforeseen event.
17. **Account Management.** Seller shall designate an Account Manager to oversee all Seller Personnel and to ensure fulfillment of all terms of this Agreement at no additional cost or expense to C Spire.
18. **Repair or Damage.** If any materials, equipment, or other property contained in or constituting a part of any C Spire facility shall be damaged or destroyed by Seller, or Seller’s Personnel, in the course of visiting such facility, at C Spire’s option: (a) Seller shall, at its sole expense, promptly repair or replace the same, to the complete satisfaction of C Spire; or (b) Seller shall reimburse C Spire for all reasonable and documented costs and expenses C Spire incurs in repairing or replacing the same.
19. **Confidential Information.**
- (a) In addition to the requirements of Section 10 of the Terms and Conditions, Both Parties will not copy, reverse engineer, disclose, publish, distribute or alter any

Confidential Information, except as necessary to deliver Items, or use the same for any purpose other than that for which either Party was given access.

- (b) Upon completion or termination of any Schedule, all Confidential Information delivered in connection with the applicable Schedule shall be promptly delivered to requesting Party.

20. **Termination.**

- (a) Either Party may terminate this Agreement without cause by providing the other Party with sixty (60) days' written notice of such termination.
- (b) C Spire may terminate this Agreement with sixty (60) days' written notice if Seller breaches any material provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice from C Spire.
- (c) Seller may terminate this Agreement with sixty (60) days' written notice if C Spire breaches any material provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice from Seller.
- (d) If either Party breaches any of its material obligations under this Agreement, and such breach is not remedied by the breaching Party within thirty (30) days after receiving the non-breaching Party's written notice thereof, the non-breaching Party, without prejudice to any other rights or remedies which it may have under this Agreement, and without any further obligation or liability to the non-breaching Party except with respect to C Spire's payment obligations respecting undisputed Invoices for Items already shipped, may terminate this Agreement.
- (e) Any duly executed Schedule or Seller-accepted Purchase Order issued by C Spire and outstanding at the time of termination of this Agreement will be performed in full by Seller in accordance with the terms and conditions of this Agreement and such Schedule, unless mutually waived by both Parties.

21. **Notices.** When written notice is required by this Agreement, it shall be sent by certified mail, by courier, by nationally or internationally recognized overnight delivery service, or by such method as will permit the sender to verify delivery, to the addresses set forth below:

For C Spire:
Troy Cablevision, Inc. d/b/a C Spire
1018 Highland Colony Pkwy
Suite 300
Ridgeland, MS 39157

For Seller:

Attn: _____

With copies to:
Telapex, Inc./ C Spire
1018 Highland Colony Pkwy
Suite 700
Ridgeland, MS 39157
Attn: Chuck L. McBride, Jr., General
Counsel

With copies to:
Email: _____

Attn: _____

Notice shall be deemed received when actually delivered to the recipient as demonstrated by courier or overnight delivery records. The addresses forth above can be changed only by written notice that complies with the requirements of this Section.

22. **Change in Ownership and Control.** During this Agreement, Seller will notify C Spire of a change in ownership and control by Seller or its parent company. For purposes of this Section 22, a change in the ownership and control of Seller or its parent company, if appropriate, shall be deemed to have occurred if and when any one or more persons acting individually or jointly is or becomes a beneficial owner, directly or indirectly, of securities representing fifty percent (50%) or more of the combined voting power of the then outstanding securities of Seller or its parent company.
23. **Assignment; Applicable Law.** Seller may assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement, including Purchase Orders, with the prior written consent of C Spire, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign this Agreement or any part thereof, including Purchase Orders, to its Affiliates at its sole discretion. Nothing precludes Seller from employing a subcontractor in carrying out its obligations under this Agreement. Seller's use of such subcontractor will not release Seller from its obligations under this Agreement.

The laws of the State of Alabama as applied to contracts formed and intended to be performed within such state, without giving effect to conflicts of law principles, exclusively govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance and enforcement. Each Party hereby waives its right to trial by jury of any claim or controversy arising under or related to this Agreement.

24. **Patents, Trademarks And Copyrights.** In the event of any claim, action, proceeding or suit by a third party against C Spire alleging an infringement of any patent, copyright, or trademark, or a violation of any trade secret or proprietary rights by reason of the use, in accordance with Seller's or other applicable specifications, of any product or licensed material furnished by Seller to C Spire under this Agreement, Seller, at its expense, will indemnify, defend and hold C Spire harmless, subject to the conditions and exceptions stated below. Seller will pay all of C Spire costs, expenses or attorney's fees, incurred in connection with such a claim, and will indemnify C Spire against any liability assessed against C Spire on account of such infringement or violation arising out of such use.

If C Spire's use shall be enjoined or in Seller's opinion is likely to be enjoined, Seller will, at its expense and at its option and in a timely manner, either first attempt to (a) replace the enjoined Items furnished pursuant to this Agreement with a suitable substitute free of any infringement, (b) modify the enjoined Items so that it will be free of the infringement, or (c) procure for C Spire a license or other right to use the enjoined Items. If none of the foregoing options are practical, Seller will remove the enjoined Item and credit to C Spire any amounts paid to Seller. Nothing herein shall limit or modify any other rights C Spire may have against Seller for damages or otherwise under this Agreement.

C Spire shall give Seller prompt written notice of all such claims, actions, proceedings or suits alleging infringement or violation and Seller shall have full and complete authority to assume the sole defense thereof, including appeals, and to settle same. C Spire shall, upon Seller's request and at Seller's expense, furnish all information and assistance available to C Spire and cooperate in every reasonable way to facilitate the defense and/or settlement of any such claim, action, proceeding or suit.

Seller has no obligations under this Section 24 with respect to a claim to the extent that: (a) it relates to uses of any Item in combination with any Item not provided directly by Seller, if use of the Item alone would not have resulted in such infringement; (b) it relates to the use of any Item in a manner not contemplated by this Agreement; (c) it relates to a modification of any Item by any person other than Seller; (d) the claim for infringement could have been avoided if C Spire had used a later version of the applicable software that was made available to it; (e) C Spire has continued to use the allegedly infringing Seller Equipment after receipt of Seller's or any third party's notice to discontinue use; or (f) the act of infringement is alleged to occur in a country other than in the United States. Furthermore, C Spire shall defend Seller against any such claim, and indemnify Seller against, and hold Seller harmless from, any and all costs and damages incurred by Seller arising from any such claim.

In the event a claim of infringement against C Spire arises from Seller's adherence to design modifications, specifications, drawings or design modifications, specifications, drawings or written instructions provided by C Spire in a separate schedule or statement of work. Seller's indemnification obligations to C Spire under this Section 24 shall be limited only to the portions of the infringement claim directed to Items not subject to such C Spire provided design modifications, specifications, drawings or design modifications, specifications, drawings and written instructions.

The rights and remedies set forth in this Section 24 are C Spire's exclusive rights and remedies with respect to third party claims of infringement and misappropriation

25. **Entire Agreement.** This Agreement, Exhibits (including the Terms and Conditions), and any relevant Schedule in connection with this Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matters herein and therein and supersede and replace any and all prior agreements and understandings, whether oral or written, between them with respect to such matters. In the event of any inconsistency between the provisions of this Agreement, the provisions set forth on any Schedule, and

the Terms and Conditions, the following orders of precedence will apply: (a) this Agreement shall prevail over the Terms and Conditions; and (b) terms and conditions contained in any Schedule between the Parties shall prevail over conflicting provisions in this Agreement, but only to the extent of such conflict. Both Parties agree that the terms and conditions of any Seller quotation, offer, acknowledgment, terms and conditions of sale or similar document, however designated, shall not apply, unless they reference this Agreement as the governing agreement.

26. **Independent Contractor.** Seller's relationship to C Spire hereunder is one of independent contractor and nothing contained in this Agreement, Schedules, or Purchase Orders shall be construed to imply that Seller or any of Seller's Personnel is an employee or agent of C Spire for any purpose. Seller shall have no right, power or authority to create any obligation, express or implied, or to make any representation on behalf of C Spire, except as may be expressly authorized from time to time by C Spire in writing and then only to the extent of such authorization. Nothing herein is to imply an agency, joint venture or partner relationship between the Parties.
27. **Amendment and Waiver.** The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of C Spire and Seller. The waiver by either Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement and no course of dealing between the Parties will operate as a waiver or estoppel of any right, remedy or condition.
28. **Severability.** Invalidation of any of the provisions contained herein, or the application of such invalidation thereof to any person, by legislation, judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect, unless enforcement as so modified would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes hereof.
29. **Counterparts.** Section headings contained herein are for ease of reference only and shall not be given substantive effect. This Agreement may be signed in one or more counterparts, each to be effective as an original.
30. **Business Continuity Plan.** Seller shall maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure Seller's continued performance of its obligations under this Agreement. Seller represents that they have an effective business continuity plan active and functioning normally in all material respects. Seller shall include its Business Continuity Plan as **Exhibit D** attached hereto and fully incorporated herein by reference thereto.
31. **Early Shipments; Overshipments.** For deliveries made significantly earlier than the period specified on the Purchase Order ("Early Shipment"), C Spire, at its option, may return the Items, at Seller's expense, and/or withhold payment until the otherwise

applicable payment date. C Spire may return over shipments to Seller at Seller's expense. For the purpose of this Agreement, "Overshipment" only occurs when Supplier delivers more Items than agreed to on a Schedule. In either case, if C Spire so returns Items, Seller's account shall be debited for the total amount of any invoices (including, but not limited to, shipping expenses and taxes) paid thereon.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

**TROY CABLEVISION, INC. D/B/A C
SPIRE ("C Spire")**

("Seller")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Seller Code: _____

EXHIBIT A

SCHEDULE NO. [REDACTED]

[SAMPLE ONLY, DO NOT COMPLETE BLANKS]

This Schedule No. [REDACTED] (“Schedule”) is effective as of [REDACTED], [REDACTED], and is entered into pursuant to, and shall hereby be made part of, that certain Master Purchase Agreement by and between [REDACTED] (“Seller”) and Troy Cablevision, Inc. d/b/a C Spire (“C Spire”) which was entered into as of [REDACTED], [REDACTED] (“Agreement”).

1. Items: Seller shall provide the Items set forth in the applicable Annexes to this Schedule, or the Items identified in a catalogue approved by C Spire, on the delivery dates specified in Annex A to this Schedule, as applicable.

Unless otherwise specified in Annex A to this Schedule, delivery of Items shall be made to the C Spire facility located at [REDACTED] (the “Facility”).

2. C Spire Company Representative: The C Spire company representative at the Facility shall be the [REDACTED] at the premises, telephone [REDACTED] or such other person as may be designated in writing from time to time by C Spire (“C Spire Company Representative”). The C Spire Company Representative generally will be on site during working hours and generally will be available at other times as may be reasonably necessary. The C Spire Company Representative shall have the authority on behalf of C Spire to:

- (a) Decide questions which arise as to the quality and acceptability of the Items; and
- (b) Reject any portion of the Items which does not conform to the quality and/or workmanship expected by C Spire.

3. Testing and Inspection: Requirements for testing and inspection shall be as follows:

4. Warranty: The product warranty will be as described in Section 11 of the Agreement.

5. Documentation Availability and Quality: Documentation to be provided by Seller pursuant to Section 12 of the Agreement is as follows:

Documentation covered by this Schedule shall be delivered by Seller or before [REDACTED]. The quality standards for such documentation shall be as set forth below:

6. **[OPTIONAL – USE IF SCHEDULE IS INTENDED TO AUTHORIZE SELLER TO APPLY A C SPIRE TRADEMARK TO AN ITEM]** C Spire’s Trademarks: Seller shall have authority to apply the C Spire trademark to the following Items *only* and in accordance with C Spire’s specification:

7. **[OPTIONAL –IF ITEMS ARE FOR FULFILLMENT OF A US GOVERNMENT PRIME OR SUBCONTRACT, PROVIDE ADDITIONAL INFORMATION PURSUANT TO SECTION 13 OF THE TERMS AND CONDITIONS]**
Government Contract Information:

8. Terminology and Definitions: Except as otherwise provided in this Schedule, all capitalized terms used in this Schedule that are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

9. Master Purchase Agreement: This Schedule is issued pursuant to and made part of the Agreement. All of the terms and conditions of said Agreement, including any amendments thereto, apply to this Schedule.

AGREED AND ACCEPTED:

TROY CABLEVISION, INC. D/B/A C SPIRE

| | |
|---------------------------------|---------------------------------|
| By: <u>SAMPLE – DO NOT SIGN</u> | By: <u>SAMPLE – DO NOT SIGN</u> |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

EXHIBIT B

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

Form No. 01

1. **Definitions.** As used herein, the following terms have the meanings indicated:
 - (a) **“Buyer”** or **“C Spire”** means Troy Cablevision, Inc. d/b/a C Spire or any of its Affiliates.
 - (b) **“Items”** means goods ordered by Buyer from Seller pursuant to a Purchase Order.
 - (c) **“Purchase Order”** means a transmission by Buyer to Seller electronically through a computer network or otherwise, by mail of hard copy, or by such other means as may be agreed (each a “Transmission”), containing a purchase order number, supplier code number, Item number, identification or specification number, engineering change number or material code number and/or such other information evidencing an offer to Seller by Buyer relating to the purchase of Items.
 - (d) **“Purchase Order Release”** means a Transmission specifying quantities and shipping or delivery dates.
 - (e) **“Purchase Order Revision”** means a Transmission revising the information contained in a Purchase Order.
 - (f) **“Seller”** means _____.
 - (g) **“Part Number”** means a unique identifier assigned to a specific product, component, or item used to distinguish it from others.

Except as otherwise provided in these Terms and Conditions, all capitalized terms used in these Terms and Conditions that are not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Master Purchase Agreement by and between Seller and C Spire, which was entered into as of _____, _____ (“Agreement”).

2. **Acceptance of Purchase Order.** Any Purchase Order referencing these Terms and Conditions along with the Agreement is an offer to Seller by Buyer to enter into the purchase agreement described in a relevant Schedule by such Purchase Order. The Agreement and these Terms and Conditions along with any relevant Schedule shall be the complete and exclusive statement of such agreement. Seller shall be deemed to have accepted the Purchase Order and these Terms and Conditions when Seller:

- (a) Executes and returns a signed writing indicating its intent to accept the Purchase Order; or
- (b) Delivers to Buyer any of the Items ordered.

Any Items received by Buyer shall only be upon the terms of the Agreement, including these Terms and Conditions, and any relevant Schedule, notwithstanding any terms contained in any acknowledgment, invoice, or other document issued by Seller, or Buyer's act of accepting or paying for any shipment or any other act. Seller's acceptance of any Purchase Order is unqualified, unconditional and subject only to the Agreement and these Terms and Conditions. Buyer expressly rejects any additional or different terms and conditions, including those which appear in any acceptance, shipping documentation, invoice or acknowledgment of Seller, unless duly executed by both Parties. Seller may not assert, as a defense to the enforcement of the Agreement and these Terms and Conditions any conditions or limitations made in a acceptance, shipping documentation, invoice or acknowledgement. Upon Seller's acceptance of the applicable Purchase Order, the Agreement and these Terms and Conditions shall enter into force and constitute the entire agreement between Buyer and Seller. Seller waives any right to contest the validity of the Agreement and these Terms and Conditions, or assert that they are void for any reason, upon Seller's acceptance of the Purchase Order(s) referencing the Agreement and these Terms and Conditions.

- 3. **Quantities; No Quantity Guarantee.** Unless quantities are specified, Buyer makes no representations or guarantees as to the quantity of Items it will purchase from Seller, and Purchase Orders are issued to cover the purchases of Items described thereon with shipping schedules and quantities subject to confirmation by Buyer and indicated to Seller via a Purchase Order Release. Parties will mutually review the specified delivery date on the Purchase Order and collaborate with each other to determine the actual delivery date, as indicated in a Purchase Order Release.

- 4. **Shipping Instructions.**

- (a) **Freight.** Parties will mutually decide and direct shipping on the Purchase Order, Purchase Order Release, or Purchase Order Revision. If a carrier or method of shipment is used that is not specified in the Purchase Order, a Purchase Order Release, a Purchase Order Revision or in these Terms and Conditions without the advance written approval of Buyer, Seller shall be debited for any increase in the cost of the shipment.
- (b) **Packaging; Classification; Labeling.** If Buyer has provided Seller with a copy of Buyer's Materials Standard Practice No. 20, Seller must label the outside of all packages utilizing bar code labels in Buyer's AIAG format as described therein. Seller shall ensure that all Items are properly described, classified, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations, including but not limited to, U.S. Department of

Transportation, International Air Transport Association and the International Maritime Dangerous Goods Code regulations (“IMDG Code”).

- (c) **Packing Slips.** Seller shall include the packing slip in a waterproof envelope secured to a package on all shipments. The packing slip must show the Purchase Order No., Supplier Code, Item No., Quantity, Identification or Specification No. and Engineering Change No. or Material Code exactly as shown on the Purchase Order.
- (d) **Shipping Notices.** Seller shall send Buyer appropriate separate notice of shipment, including the same information that is contained on the packing slip plus all information relating to shipment date and handling.
- (e) **Bills of Lading.** Seller shall include the Purchase Order No. and the Supplier Code on all bills of lading.
- (f) **Early Shipments; Overshipments.** On shipments made earlier than the period specified on the Purchase Order, Buyer, at its option, may return the Items at Seller’s expense and/or withhold payment until the otherwise applicable payment date. Buyer may return overshipments to Seller at Seller’s expense. In either case, if Buyer so returns Items, Seller’s account shall be debited for the total amount of any invoices (including, but not limited to, shipping expenses and taxes) paid thereon.
- (g) **Shipments of Hazardous Materials.** “Hazardous Materials” are defined for purposes of these Terms and Conditions as any substances regulated as contaminants, or as threats or potential threats to human health, safety or the environment, by any Environmental Requirements (as herein defined). In addition to Section 4(a)-(f), Seller must comply with the following requirements for shipment of Hazardous Materials:
 - i. Seller shall ensure that all Personnel shall receive hazardous materials training as required by applicable regulations. Seller shall further ensure that a valid 24-hour emergency response number (domestic and international) is supplied on the shipping documents for Hazardous Materials and that the appropriate material safety data sheet has been given to the proper emergency response organization prior to shipment. Seller shall be shown as the “shipper” on all documents relating to the shipment of any Hazardous Materials provided under the Purchase Order. Buyer is not to be shown as the “shipper” on any such documents.
 - ii. Seller may use Buyer designated carriers for the shipment of Hazardous Materials provided that all the conditions in this Section are met. Seller must use the “Buyer Straight Bill of Lading for Hazardous Material Shipments” for all shipments to non-C Spire facilities. The fields must be completed on the bill of lading form. Questions regarding this information should be

directed to the Buyer's purchasing representative. Upon shipment, Seller shall fax a copy of the completed bill of lading form.

- iii. For all Items, Seller shall provide Buyer with the appropriate hazard classifications and warning messages that should appear on product labels as required by Environmental Requirements, and other laws and regulations of the United States and non-United States jurisdictions in which such Items will be distributed. "Environmental Requirements" means all United States and foreign (non-United States) federal, state, provincial, or local laws, regulations, ordinances, orders, or other pronouncements now in effect or as hereafter amended, that have the force or effect of law, relating to human health or safety and the protection, preservation, or remediation of the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., the Federal Hazardous Substances Act, 15 U.S.C. Section 1261 et seq., and the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11011 et seq.
- iv. Seller shall comply with all laws administered by the U.S. Department of Transportation ("USDOT"), and USDOT and United Nations/North America (UN/NA) rules and regulations, including but not limited to the U.S. Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., the UN/NA 1993 regulation regarding flammable liquids, international regulations issued by the International Civil Aviation Organization ("ICAO Technical Instructions"), and the IMDG Code, that regulate the transportation of Hazardous Materials and apply to transportation of the Items while under Seller's possession or reasonable control.

5. **Warranty.** Seller hereby warrants that Items furnished by Seller will be in full conformity with Seller's instructions, specifications, drawings and data, and Seller's samples or representations, and will be free from defects in design (to the extent that Seller furnishes the design), materials and workmanship. Seller agrees that this warranty shall survive Acceptance of the Items.

Items manufactured by Seller, owned by Seller and purchased hereunder will materially conform to Seller's specifications in effect on the date of risk of loss and title transfer of Items. For Items not manufactured by Seller, Seller hereby assigns, to the extent permitted, the warranties given to Seller by its suppliers of such items.

The warranty period for Seller Equipment provided by Seller is twelve (12) months. If any Seller Equipment does not meet the warranty provided by Seller as outlined in this Section 5, then: (a) C Spire must obtain from Seller a return authorization number and properly pack and return the Seller Equipment, at Seller's sole expense, together with the authorization number and a detailed description of the problem, to Seller's designated repair facility; and (b) Seller shall repair or replace the Seller Equipment and return it, at Seller's sole expense, to C Spire's point of shipment. C Spire has the risk of loss and damage to any Seller Equipment returned to Seller for repair or replacement until receipt by Seller of such Seller Equipment. Seller shall assume the risk of loss and damage to any Seller Equipment returned to Seller for repair or replacement from receipt until delivery to C Spire's point of shipment. If Seller ascertains that Seller Equipment is not readily returnable for repair, then at its option, Seller may elect to repair or replace the Seller Equipment at C Spire's site. In such instances, C Spire, at its expense, shall make the Seller Equipment accessible to Seller for repair or replacement and shall restore the site after Seller has completed its repair or replacement. For any Seller Equipment or parts thereof repaired or replaced under this Section 5, the warranty period applicable to the Seller Equipment will continue for the longer of: (a) the remainder of the original warranty period; or (b) ninety (90) days after shipment date of the repaired or replaced Seller Equipment.

If Seller determines that it cannot, in a commercially reasonable manner repair or replace any Seller Equipment, then Seller may credit to C Spire the Price of the Items, less a reasonable adjustment for C Spire's beneficial use. In repairing or replacing any Seller Equipment or parts of Seller Equipment under this warranty, Seller may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment.

Notwithstanding any provision of these Terms and Conditions to the contrary, Seller has no obligation to repair or replace any Seller Equipment if: (a) the Item has been modified, repaired or reworked by anyone other than Seller; or (b) the defect is the result of (i) any improper storage, handling or use by anyone other than Seller, (ii) failure to provide a suitable climatic and/or operational environment (including, by way of example, failure to provide the facilities prescribed in Seller's specifications, failure to provide for adequate control of humidity or failure to prevent the ingress of dust particles), (iii) operator error, (iv) any use of the Item in conjunction with another non-Seller product (except to the extent provided in the documentation), (v) Items which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, or (vi) any damage by power surge or failure, fire, explosion or any act of God or other cause beyond Seller's control. The warranties set forth in this Section 5 are nontransferable.

If Seller determines that any returned Seller Equipment or software is not defective, C Spire shall pay Seller's costs of handling, inspecting, testing, and transportation and, if applicable, travel and living expenses.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION FOR PRODUCTS IS THE EXCLUSIVE WARRANTY. SELLER DISCLAIMS ALL OTHER WARRANTIES,

REPRESENTATIONS AND/OR CONDITIONS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. THE REMEDIES PROVIDED UNDER THIS SECTION ARE C SPIRE'S EXCLUSIVE REMEDIES FOR FAILURE OF PRODUCTS TO CONFORM TO THE WARRANTY.

6. **Limitation on Liability.** In no event shall Seller be liable to Buyer for special, indirect, punitive, exemplary, incidental or consequential damages, or damages for lost profits, including but not limited to compensation, reimbursement or damages on account of lost profits or lost revenue by Buyer, or lost data or other economic losses, however caused and regardless of whether such damages are foreseeable or whether Seller has been advised of their possibility.

Except for a claim for personal injury proximately caused by Seller, Seller's liability for any claim arising out of the Agreement and these Terms and Conditions will be limited to actual, provable direct damages not to exceed the price of the Items that is the subject of such claim. IN NO EVENT WILL SELLER'S CUMULATIVE LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES OF BUYER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL PRICES ACTUALLY PAID BY C SPIRE TO SELLER UNDER THE AGREEMENT AND THESE TERMS AND CONDITIONS IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT THAT GAVE RISE TO THE CLAIM.

7. **Inspection.** Items are subject to Buyer's inspection, testing and approval. Buyer per the Acceptance guidelines as set forth under the Agreement and these Terms and Conditions may reject or refuse Acceptance of Items that do not meet the specifications outlined in a relevant Schedule or any applicable warranty. Items rejected or not Accepted by Buyer shall be returned to Seller at Seller's expense, and Seller agrees to refund to Buyer any payments (including, but not limited to, shipping expenses and taxes) made by Buyer for such Items. Payment by Buyer for any Items shall not be deemed an Acceptance thereof. Acceptance of any Item shall not relieve Seller from any of its obligations, representations or warranties hereunder or pursuant hereto.
8. **Work in Process; Quality Program; Capacity.** Buyer shall have the right, at any reasonable time or times, to inspect materials, work in process, finished Items and parts, and records relating thereto, at any facilities at which Items are manufactured or such records are kept. Buyer assumes no responsibility and waives no Acceptance or rights as a result of any such inspection, Seller shall maintain a quality assurance program to ensure that Items consistently satisfy quality requirements.
9. **Price, Payment Terms and Invoices.** Seller represents that the price charged to Buyer for Items comply with applicable government laws and regulations in effect at time of quotation, sale and delivery. Further, in addition to any other rights or remedies available to Buyer, Buyer may withhold any payment for non-delivery of Items, or delivery of nonconforming or poor-quality Items by Seller, its subcontractors, or its agents. Each undisputed invoice shall be payable within ninety (90) days from the date of invoice. The

purchase price to be paid by Buyer to Seller for the Items, as described in the Seller's Proposal (**Exhibit H** to the Agreement), shall also be as specified on the price list provided by Seller, attached within **Exhibit E** to the Agreement. Prices shall remain firm unless a change is agreed to by the Buyer and Seller in writing.

Unless otherwise specified thereon, prices quoted on any Purchase Order or Purchase Order Revision include any and all charges for the Items ordered (including but not limited to, any charges for boxing, packing, crating, cartage, taxes or other additional charges).

Invoices shall include applicable taxes and prices contained in a Purchase Order shall be inclusive of all taxes, including VAT (as defined below) unless C Spire is required to withhold tax pursuant to Section 8(b) of the Agreement. In the event that any Items supplied by Seller pursuant to a Purchase Order are properly subject to VAT, Buyer shall, in addition to the price payable for any Items, pay to Seller the appropriate amount of VAT provided that Seller has first issued to Buyer a compliant invoice in accordance with the provisions of the relevant VAT legislation. All applicable taxes (*e.g.*, sales tax, VAT, HST, GST, PST and any similar tax) shall be listed separately on the invoice and shall be borne by C Spire. "VAT" means value added tax or goods and services tax or any other similar transaction tax, but not U.S. sales and use tax. Buyer shall pay all correct itemized electronic invoices received from Seller pursuant to Buyer's then current "Standard Settlement Schedule" or, if no such Standard Settlement Schedule exists, pursuant to Buyer's then current payment terms, a current version of which has been provided to Seller.

10. **Confidential Information; Proprietary Rights.** A disclosing Party shall take all necessary steps to protect a receiving Party's Confidential Information (as defined below) with at least the same degree of care that the disclosing Party uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. "Confidential Information" means all information relating to a disclosing Party's products or operations that is disclosed to a receiving Party or created during the performance of any Schedule. Confidential Information further includes all business or technical information of a disclosing Party that is disclosed to a receiving Party, directly or indirectly, in writing, orally or visually, but does not include information that (a) was already in a receiving Party's possession before its receipt from a disclosing Party without restriction on its use or disclosure, (b) is or becomes available to the general public through no act or fault of a recipient Party, (c) is rightfully disclosed to a receiving Party by a third party without restriction on its use or disclosure, or (d) is or was independently developed by or for a recipient Party or its Affiliates without any use of or reference to a disclosing Party's Confidential Information. Except as otherwise expressly mutually agreed to in writing, a receiving Party shall not (a) use any of a disclosing Party's Confidential Information except to conduct business with or on behalf of a disclosing Party or (b) disclose to any third party any of a disclosing Party's Confidential Information except to conduct business with or on behalf of the disclosing Party, in which event (i) the receiving Party shall first ensure that such third party has signed a written confidentiality agreement having terms at least as restrictive as the terms of this Section 10, and (ii) a disclosing Party has consented in writing to such disclosure. At any time upon the disclosing Party's request, a receiving Party shall promptly return or destroy any media containing any disclosing Party's Confidential Information. Despite the preceding

sentence, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information.

Upon Buyer's request, Seller will promptly provide its or its ultimate parent company's Financial Statements. Buyer shall hold and safeguard such Financial Statements by using the same degree of care it uses to protect its own Financial Statements, provided, however, that Buyer may disclose Seller's Financial Statements to a third party contracted to assist with analyzing such Financial Statements provided such third party is obligated to maintain the confidentiality of the Financial Statements to the same extent as Buyer is so required under this Section 10. "Financial Statements" means independently audited financial statements (income statement, balance sheet, and cash flow statement) for the previous two (2) fiscal years and interim financial statements through the current fiscal year-to-date period.

Both Parties acknowledge that valuable Intellectual Property Rights (as defined below) may exist in tooling, documents, information, and other materials provided by either Party. Neither Party shall acquire any right, title, or interest in any Intellectual Property Rights of the other Party. Neither Party may use the Intellectual Property Rights of the other Party. Without limiting the foregoing, Seller agrees that Items manufactured based on Buyer's Confidential Information, including drawings or specifications and other Confidential Information, may not be used for Seller's own use or sold to third parties without Buyer's prior written consent. "Intellectual Property Rights" means patents, copyrights, trade secrets, and industrial design rights.

In each subcontract of Seller's work performed pursuant to a Schedule, Seller shall obtain for Buyer all of the rights and licenses granted to Buyer under this Section 10.

Neither Party shall have the right to apply and further shall not apply to Items any trademark, logo, or trade dress owned by the other Party (hereinafter "Trademarks"). Notwithstanding the foregoing, if either Party desires for any Trademarks to be applied to an Item, the drawing or print that accompanies the Purchase Order shall so state or shall specifically call out the specification. Seller agrees and acknowledges that it shall obtain all design artwork for Buyer's Trademarks from Buyer, that it will not recreate any design aspects of Buyer's Trademarks, and that it will correctly apply Buyer's Trademarks to an Item according to the specification. If Seller cannot correctly apply Buyer's Trademarks to an Item, it must reject the Purchase Order. Further, Seller shall only apply Buyer's Trademarks to those Items specifically referenced in the Purchase Order. Neither Party shall acquire any rights whatsoever in the other Party's Trademarks, either express or implied, by estoppel or by implication, through its action in fulfilling a Purchase Order. Notwithstanding the foregoing, if Buyer desires for any of Buyer's Part Numbers to be applied to an Item, the drawing or print that accompanies the Purchase Order shall so state the Part Numbers. Alternatively, Seller may be separately authorized to apply any of

Buyer's Part Numbers to an Item if such authorization is specifically set forth on the Purchase Order or otherwise authorized by Buyer in writing.

11. **Indemnification.** Each Party (the "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, and employees and agents (collectively "Indemnitees") from and against any and all liabilities, direct damages, costs, and expenses (including costs, litigation expenses and counsel fees incurred in connection therewith after the defense is tendered to the Indemnitor) awarded pursuant to a final judgement by a court of law against the Indemnitees or in a settlement approved in writing by the Indemnitor, which result from third party claims of: (a) physical injury to, or death of, any person; or (b) loss or damage to tangible property to the extent arising from the negligent acts, negligent omissions or willful conduct of the Indemnitor or its employees, agents or subcontractors engaged in the performance of the Agreement.

A Party's obligation to indemnify under this Section 11 will not arise unless the Indemnitee (a) promptly notifies the Indemnitor in writing of a potential liability; (b) gives the Indemnitor prompt and full opportunity and authority to assume the sole defense of and to settle such liability; and (c) furnishes to the Indemnitor all such reasonable information and assistance available to the Indemnitee as may be reasonably requested by the Indemnitor and necessary for the defense against such liability. This indemnity is in lieu of all other obligations of Indemnitor, express or implied, in law or equity, to indemnify the Indemnitee (except as may otherwise be provided in herein).

12. **Safety and Insurance.**

- (a) Seller and its subcontractors and agents, if any, at their sole cost, shall maintain insurance coverage as described below with insurance companies acceptable to Buyer. The limits set forth below are minimum limits and shall not be construed to limit Seller's liability. All cost and deductible amounts shall be for the sole account of Seller and its subcontractors and agents. All policies shall provide additional insured status per the terms of the policy provisions to the Buyer. =All policies required shall also be designated as primary coverage to any similar coverage carried by Buyer. For those Buyer facilities using a third party pre-qualification process, prior to the start of work on the premises, Seller shall submit copies of Certificates of Insurance, acceptable to Buyer to such third party. For all other Buyer facilities, Seller shall submit acceptable copies of Certificates of Insurance to the Business Manager of the premises or to the person so designated.
- i. Worker's Compensation and Employers' Liability Insurance providing benefits as required by Law with a minimum limit of \$1,000,000 per occurrence or limits set by Law, whichever is greater;
 - ii. Commercial General Liability Insurance (Occurrence Coverage) including products, completed operations, contractual liability coverage for indemnities contained in any Purchase Order or these Terms and Conditions and Seller's contingent liability for subcontractors and agents with a

minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury or death and property damage;

- iii. Commercial Automobile Liability Insurance (Occurrence Coverage) for owned, non-owned, and hired automotive equipment with a minimum combined single limit of liability of \$1,000,000 for each occurrence for bodily injury and property damage; and
 - iv. If the Items include design and/or engineering or other professional services, Seller shall maintain Errors or Omissions Liability and Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence, and any other specialty policies with appropriate coverage limits as requested by Buyer.
- (b) Seller will provide thirty (30) days' written notice for each insurance policy required by a Purchase Order or these Terms and Conditions in the event coverage is suspended, voided, canceled by either Party, reduced in coverage or in limits to Buyer. If Seller does not obtain insurance, or such insurance is canceled, Buyer has the right, but not the obligation, to obtain insurance coverage on behalf of Seller, at Seller's sole expense.
 - (c) Buyer shall not insure nor be responsible for any loss or damage to property of any kind brought onto Buyer's property or owned or leased by Seller or any subcontractors or agents, or its or their respective employees unless a loss is caused by Buyer's negligence or misconduct.
 - (d) Irrespective of these insurance requirements, the insolvency, bankruptcy, or failure of any insurance company, or its failure to pay a claim, does not waive any of these provisions. All the above-described policies, together with all other insurance policies now owned or purchased in the future shall contain provisions wherein the insurance companies shall have no right of recovery or subrogation against Buyer or Buyer's Affiliates, or their respective directors, officers, employees and agents.
 - (e) It is Seller's responsibility to determine the adequacy of any subcontractors' or agents' insurance and indemnification obligations.
13. **Compliance with Laws; Government Procurement.** Seller represents that it has read, understands, has complied, and during the performance of any Purchase Order shall continue to comply, with the provisions of all applicable laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, the "Laws") from which liability may accrue to Buyer for any violation thereof, and including but not limited to, compliance with all Environmental Requirements, the Fair Labor Standards Act of 1938, the U.S. Foreign Corrupt Practices Act and any applicable anti-bribery Laws of other countries, and the U.S. Department of State, the Sarbanes-Oxley Act, and government procurement Laws, all as amended. Seller agrees that it will provide Buyer at the time of delivery with U.S. export

control classification number, if applicable, and EU export classification number, if listed in the Wassenaar List of Dual-Use Goods and Technologies.

Seller shall not deliver Counterfeit Product to Buyer under any Purchase Order or Purchase Order Release. "Counterfeit Product" means an Item that Seller has actual knowledge that is itself or contains an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, a source with the express written authority of the original manufacturer, or an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Seller shall use commercially reasonable efforts to detect and avoid providing Counterfeit Products to Buyer. Seller shall require any of its subcontractors and/or suppliers to comply with this Section 13 in the course of its performance under any Purchase Order or Purchase Order Release. In the event that an Item delivered under a Purchase Order or Purchase Order Release is a Counterfeit Product, Seller shall, at its expense, promptly notify Buyer and replace such Counterfeit Product with genuine Items conforming to the requirements of the applicable Purchase Order or Purchase Order Release. Seller shall be liable for its own costs and expenses relating to the detection, avoidance, removal and replacement of Counterfeit Product. The remedies contained in this Section 13 are in addition to any other right, remedy, or election Buyer may have hereunder or at law or in equity.

Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as a protected veteran or individual with a disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. Seller has developed and implemented equal employment opportunity and affirmative action policies and programs, and Seller shall take the appropriate action to ensure full compliance.

By submitting a proposal or invoice to Buyer, Seller is representing to Buyer that, at the time of submission: (1) neither Seller nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (*See* FAR 52.209-6); (2) Seller has filed all compliance reports required by the Equal Opportunity clause (*See* FAR 52.222-22); and (3) Seller's representations to Buyer about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

14. **Supply Chain Shipment Security.** If and to the extent Seller is shipping Items from jurisdictions outside the United States into the United States, Seller accepts responsibility for, and shall implement security measures to ensure, the safe and secure packaging, containerization, transportation and delivery of such Items throughout the supply chain in adherence with the security criteria required under U.S. Customs & Border Protection's ("CBP") Customs-Trade Partnership Against Terrorism ("C-TPAT"). Seller's obligations hereunder shall continue until such time as those Items are delivered to Buyer in

accordance with the agreed specified delivery point; provided that Seller must notify, in a timely manner, the relevant Buyer facility manager or distribution center manager upon learning of any compromise to a container seal that occurs during inland transportation within the United States. Seller shall comply with all CBP laws, defined for purposes of these Terms and Conditions as any laws, regulations or legally binding rules issued or enforced by CBP regarding the export or import of goods, materials, equipment, or any other tangible Item from or into the United States, any designated U.S. port of entry, or any U.S. territory, including, specifically, the security measures required by C-TPAT. Seller shall promptly notify Buyer if it is a member of the C-TPAT program or any analogous program in its country of domicile (such as Authorized Economic Operator or Partners in Protection), as well as any changes to that status or identified instances of non-compliance. Seller shall respond to the annual supply chain security questionnaire issued by Buyer or provide a certification demonstrating it meets all minimum supply chain security criteria, where requested for C-TPAT or other supply chain security programs that Buyer may participate in. Seller also agrees that it shall take no action that adversely affects Buyer's status under the C-TPAT or other supply chain security programs.

15. **Seller Systems.** Seller recognizes that changes to its business systems may impact Buyer's ability to order or receive Items. Therefore, Seller shall notify Buyer of proposed changes to any of its business systems that might adversely impact Buyer's ability to order or receive Items in accordance with a Purchase Order or Purchase Order Release, with sufficient advance notice to enable Buyer to confirm the impact, if any, on Buyer's ability to order or receive such Items.
16. **Severability; No Waiver.** Invalidation of any of the provisions contained in these Terms and Conditions, or the application of such invalidation thereof to any person, by legislation, judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect, unless enforcement as so modified would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes hereof.

No failure of either Party to enforce at any time any of the provisions of the Agreement, any Schedule or these Terms and Conditions, or any rights or remedies with respect thereto, or to exercise any election herein provided, shall constitute a waiver of any such provision, right, remedy or election or in any way affect the validity thereof or of these Terms and Conditions and the Agreement. The exercise by either Party of any of its rights, remedies or elections under a Schedule or these Terms and Conditions shall not preclude or prejudice such Party's right to exercise at any other time the same or any other right, remedy or election it may have. The rights of termination provided herein are in addition to any other right, remedy or election a Party may have hereunder or at law or in equity.

17. **Headings.** The headings to Sections of these Terms and Conditions are solely for convenience of reference, and shall not govern, limit or aid in the interpretation of any terms or provisions hereof or of any Schedule.

18. **UN Convention on Contracts for International Sale of Goods.** The United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods of 1974 and Protocol of 1988 (amending the Limitation Period Convention) shall not be applicable to any transaction pursuant to these Terms and Conditions.

EXHIBIT C

VOLUME CREDITS

In consideration of C Spire's execution of the Agreement, Seller shall issue C Spire Volume Credits ("VC(s)") on an annual basis from the anniversary of the Effective Date of the Agreement based on the following criteria:

1. As used in this **Exhibit C**, the "VC Earning Period" means the twelve (12) month period starting on _____ and ending on _____, as well as each subsequent twelve (12) month period during the Term of the Agreement.
2. VCs are determined by the aggregate of all invoices submitted by Seller during a VC Earning Period.
3. Seller shall award VCs via credit memo within the first thirty (30) days after the end of a VC Earning Period. C Spire must use awarded VCs during the twelve (12) months after the close of the applicable VC Earning Period. For example, if a VC Earning Period closes September 1, 2025, the VCs earned during that VC Earning Period shall be calculated and awarded no later than October 1, 2025 and the awarded VCs must be used by August 31, 2026. Seller will communicate each VC calculation to C Spire prior to the issuance of a credit memo to confirm agreement between the Parties as to the amount of VCs.
4. C Spire may use VCs to purchase any Seller Products covered by the Agreement against invoices issued by Seller after the close of the VC Earning Period in which the applicable VCs have been earned; provided, however, that VCs may be applied to a maximum of twenty percent (20%) of any such Seller invoice.
5. VCs shall be calculated based on the corresponding aggregate of invoices issued as follows: _____.
6. VCs can only be accrued by Troy Cablevision, Inc., Cellular South, Inc., Telepak Networks, Inc., and any other US-based C Spire Affiliate for use in the United States.
7. Troy Cablevision, Inc., Cellular South, Inc., Telepak Networks, Inc., and any other Affiliate, whether current or future, that have existing credit arrangements with Seller under any other agreement and earn VCs under the Agreement shall accrue VCs, or credits as defined under such other agreement(s), under only one (1) agreement. For the avoidance of doubt, credits shall not accrue for the same purchase under multiple agreements. Furthermore, Troy Cablevision, Inc., Cellular South, Inc., Telepak Networks, Inc., and any other Affiliate may only apply one (1) credit allocation per invoice (*i.e.*, multiple sets of credits cannot be aggregated and applied against the same invoice) and that credit application shall not exceed the twenty percent (20%) limit on credit usage per invoice.

EXHIBIT D

BUSINESS CONTINUITY PLAN

[*Copy of Seller's Business Continuity Plan to be Attached Prior to Execution*]

EXHIBIT E

PRICE LIST

Set forth below are the Items to be provided by Seller pursuant to the Agreement, Seller's list price for such Items, and C Spire's price for such Items.

| Items | List Price | C Spire Price |
|--------------|-------------------|----------------------|
| | | |

EXHIBIT F

C SPIRE'S REQUEST FOR PROPOSAL

EXHIBIT G

C SPIRE'S REQUEST FOR PROPOSAL CONTRACT AWARD LETTER

EXHIBIT H

SELLER'S PROPOSAL

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