

Purchase Order Terms & Conditions

1. **ACCEPTANCE.** The Purchase Order and these Terms and Conditions shall constitute the entire agreement (“**Agreement**”) between ARE Telecom Incorporated dba ARE Telecom + Broadband (“**Buyer**”) with a business address of 1041 Grand Avenue #213 St. Paul, MN 55105, and its subsidiaries and related entities, and Seller, as Seller is defined and identified on the Purchase Order. This Agreement is accepted by Seller promptly mailing to Buyer its written acceptance within ten (10) days of the date on the Agreement, or by commencement of performance by Seller. Acceptance is limited to the terms and conditions of this Agreement.

2. **PRICES AND PAYMENT TERMS.** Supplier processes and sells products that are described on the Purchase Order (“**Goods**”). Buyer shall not be billed at prices higher than those stated on the Purchase Order. Seller represents the prices and terms between Buyer and Seller are at least as favorable as are any prices or terms offered by Seller to any other purchaser with similar purchasing volumes. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. The price stated includes all taxes except state or local sales or use tax or similar taxes which Seller is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Seller's invoice and paid by Buyer unless an exemption is available. Payment for any undisputed invoice shall be made within forty-five (45) days following the receipt of all accepted and conforming Goods. Buyer makes no commitment to order any minimum number of Goods other than those Goods identified on the Purchase Order.

3. **DELIVERY.** Substitutions will not be accepted without Buyer's prior approval. Goods must be shipped complete by date requested but must not be shipped more than one (1) week in advance of the time or times specified herein, without Buyer's prior approval. Time is of the essence. Seller shall indicate "Final Shipping" on shipping papers and invoice accompanying the last shipment if more than one (1) shipment is made on any Purchase Order. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer's option, be returned to Seller, or held for disposition at Seller's expense and risk. Seller's invoice shall describe Goods, state the Purchase Order number and be attached to the original bill of lading or other shipping receipt.

4. **WARRANTIES.** Seller represents, warrants and covenants that: (i) Seller has the requisite corporate authority to enter into this Agreement and that by so doing Seller is not in breach or conflict with any other obligation; (ii) Goods will conform to applicable specifications, instructions, drawings, data and samples; (iii) that Goods will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended; and (iv) Seller is the owner/authorized licensee of all intellectual property including but not limited to the patents, trademarks, copyrights, trade secrets relating to Goods. These warranties shall be in addition to all other warranties, express, implied or statutory. Seller understands and agrees that Buyer has the right to pass on these warranties to Buyer's customers. Payment for, inspection of, or receipt of Goods shall not constitute a waiver of any breach of warranty.

5. **INSPECTION AND TESTS.** All Goods ordered hereunder will be subject to inspection and test by Buyer to the extent practicable at all times and places, including the period of manufacture and prior to acceptance. Seller agrees to permit access to Seller's facilities at all reasonable times for inspection of Goods by Buyer's agents or employees and Seller will provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to Buyer. Such Goods will be subject to final inspection and acceptance by Buyer after delivery to Buyer. It is expressly agreed that inspections and/or payments prior to delivery will not constitute final acceptance. If Goods delivered to Buyer do not meet the specifications or otherwise do not conform to the requirements of this Agreement, Buyer shall have the right to reject such Goods. Goods which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller or held for disposition at Seller's risk and expense.

6. **BUYER'S PROPERTY.** Title to and the right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or material furnished or paid for by Buyer shall remain with and in Buyer. No articles made therefrom shall be furnished by Seller to any other party without Buyer's prior written consent. Seller shall keep adequate records of such property that shall be made available to Buyer upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Seller's expense. Unless otherwise agreed to by Buyer, Seller shall insure Buyer's interest (including extended coverage) in such property against loss or damage. Copies of certificates of such insurance will be furnished to Buyer on demand. In the event that Buyer's property becomes lost or damaged to any extent from any cause while in Seller's possession, Seller agrees to indemnify Buyer or replace such property, at Seller's expense, in accordance with Buyer's request. At the completion of the production of Goods requested by Buyer in this Agreement for which Buyer's property was required, Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Seller agrees to make such property available to Buyer at Buyer's request, in the manner requested by Buyer including preparation, packing and shipping as directed. Expenses for preparation for shipment will be for Seller's account and shipment shall be made F.O.B. Destination. The risk of loss will pass to Buyer on delivery to Buyer's destination.

7. **SPECIFICATION REVIEW.** If Buyer's representatives review drawings, specifications, or other data developed by Seller in connection with or in preparation of this Agreement and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by Buyer and shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance or any other requirements of this Agreement.

8. **DRAWINGS, DATA AND TECHNICAL SUPPORT.** Seller shall keep confidential all information, drawings, specifications, or data furnished by Buyer, or prepared by Seller specifically in connection with the performance of this Agreement, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other party, including, but not limited to patterns and toolings that are owned by Seller and used for the benefit of Buyer. Except as required for the efficient performance of this Agreement, Seller shall not make copies or permit copies to be made without the prior written consent of Buyer. Seller shall not use, either directly or indirectly, any such data or any information derived therefrom for any purpose other than to perform this Agreement without obtaining Buyer's written consent. Supplier shall provide the necessary technical and engineering resources to support Buyer's product development as reasonably requested by Buyer.

9. **USE OF INFORMATION.** Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller in connection with the placing or filling of this Agreement is furnished or disclosed as a part of the consideration for this Agreement, that such information is not, unless otherwise agreed to by Buyer in writing to be treated as confidential or proprietary, and that Rev. 4/22

Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns or its customers. Further, in the event that Seller utilizes patterns or toolings for the benefit of Buyer, said patterns and toolings shall not be furnished to, disclosed to, copied by or utilized for other parties to the extent that such patterns and toolings are unique to Buyer, even if Buyer is not the owner of the patterns and toolings.

10. **ADVERTISEMENTS.** Seller shall not in any manner advertise or publish the fact that it has furnished, or contracted to furnish, Buyer with Goods herein mentioned without prior written consent of Buyer. Seller shall not disclose any details in connection with this Agreement to any party except as may be otherwise provided.

11. **TOOLING.** Unless otherwise specified in this Agreement, if any tooling and/or all other articles are required for the performance hereof, these shall be furnished by Seller and shall be maintained in good condition and shall be replaced when necessary at Seller's expense.

12. **TERMINATION.** Buyer may terminate the performance of the work under this Agreement in whole or in part at any time by written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this Agreement. Upon the termination of work under this Agreement, full and complete settlement of all claims of Seller with respect to the terminated work shall be made as follows: (i) as compensation to Seller for such termination, unless such termination is for the default of Seller, Buyer shall pay Seller the percentage of the total Agreement price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done as Seller's full compensation for the work completed under this Agreement; and (ii) upon Buyer's payment to Seller in accordance with this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and other things for which Seller has paid shall vest in Buyer. Nothing contained in this paragraph shall be construed to limit or affect any remedies which Buyer may have as a result of a default by Seller.

13. **DEFAULT – CANCELLATION.** Buyer reserves the right, by written notice of default, to cancel this Agreement, without liability to Buyer, in the event of the happening of any of the following: insolvency of Seller, the filing of a voluntary petition in bankruptcy by Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (i) cancel this Agreement in whole or in part, by written notice to Seller and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (ii) obtain Goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.

14. **FORCE MAJEURE.** Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

15. **COMPLIANCE WITH LAWS.** Seller agrees to fully observe and comply with all applicable international, federal, state and local laws, rules, regulations and orders pertaining to the production and sale of Goods ordered, and, upon request Seller shall furnish Buyer certificates of compliance with such laws, rules, regulations and orders.

16. **EQUAL OPPORTUNITY.** The Equal Opportunity Clause in Section 202 Executive Order No. 12466, amended, relative to Equal Employment Opportunity, and the implementing rules and regulations of the Office of Federal Contract Compliance, and Section 503 of the Rehabilitation Act, are incorporated herein by specific references.

17. **INDEMNIFICATION AND DAMAGES.** Seller agrees to defend, indemnify and hold harmless Buyer, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury, to any person or damage to any property, or that a third party alleges the manufacture, use, sale or resale of any Goods supplied under this Agreement infringes any patent or patent rights, or intellectual property alleged to have resulted from Goods, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether Seller or Buyer defends such suit or claims and whether the alleged death, injury, property damage or infringement is caused by the sole or concurrent negligence of Seller or otherwise. **UNDER NO CIRCUMSTANCES SHALL BUYER EVER BE HELD RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL PUNITIVE OR EXEMPLARY DAMAGES WHICH ARE HEREBY SPECIFICALLY WAIVED BY SELLER AS A CONDITION TO ENTERING INTO THIS AGREEMENT.**

18. **ASSIGNMENT.** Neither this Agreement nor any rights or obligations herein may be assigned by Seller nor may Seller delegate the performance of any of its duties hereunder without, in either case, Buyer's prior written consent which shall not be unreasonably withheld.

19. **APPLICABLE LAW AND STATUTE OF LIMITATIONS.** The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Minnesota. Seller consents to jurisdiction in the Circuit Court of Ramsey County, Minnesota or the applicable Minnesota Federal District Court. Any claim, demand or suit of any kind against Buyer must be brought within one year of the time in which such cause of action accrued.

20. **INVOICES & NOTICES.** All notices, requests, demands and other communications required hereunder shall be in writing in English and shall be delivered personally or by a nationally recognized overnight delivery service to the intended recipient at the address on the Purchase Order.

21. **MISCELLANEOUS.** No waiver or modification or additions to the terms of this Agreement shall be valid unless in writing and signed by the parties. The parties agree that, except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties and supercedes and replaces any other agreements between or amongst the parties relating to the subject matter described herein. In the event any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the parties' original intent, failing which it shall be severed from this Agreement, with the balance of this Agreement continuing in full force and effect.