

PURCHASE ORDER TERMS AND CONDITIONS

1. ACKNOWLEDGMENT

1.1. This Order is Buyer's offer to Seller. Buyer's name is set forth on the relevant purchase order and may be any one of the affiliated companies named on the TDS Affiliate List attached as Exhibit A. Any reference to any offer to sell, quotation or proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein to the extent that they do not conflict with those contained in this Order. Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this Order shall be deemed to be incorporated herein by reference as if fully set forth.

1.2. By acknowledging receipt of this Order (or by shipping goods or performing the services called for by this Order), Seller agrees to the terms and conditions contained herein. It is agreed that any sales confirmation, quotation, proposal or other additional or different terms or conditions contained in any acknowledgment of this Order by Seller are waived by Seller and shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect or under any circumstances binding upon Buyer unless accepted by Buyer in writing.

2. PRICE AND PAYMENT TERMS

This Order must be billed at the prices stated on the purchase order. If no prices are stated, this Order must be billed at prices no higher than those last quoted or at the most favorable prevailing market price, whichever is lower. No price escalation may be collected by Seller unless specifically agreed to by Buyer in writing. Unless otherwise agreed to by Buyer and Seller, payment shall be due 90 days from the receipt of Seller's invoice. Unless otherwise stated on the purchase order, Buyer shall be entitled to an early payment discount equal to 3% of the invoiced amount for all payments released by Buyer within 15 days after receipt of the invoice, not including United States federally recognized holidays.

3. INVOICES

Seller should not deliver invoice with good. Invoices must be sent to the address shown on the purchase order on or after the date the applicable goods or services are delivered. All shipments must be accompanied by packing slips containing a description of the goods and Order number. Separate invoices must be rendered on each Order and on each partial shipment made against any Order and must bill in accordance with the purchase order. Seller must not consolidate on a single invoice shipment applicable to different orders. All invoices must reference the applicable purchase order number.

4. QUANTITIES

Quantities of work or materials ordered hereunder may not be changed without the prior written approval of Buyer. If the total or any portion of the shipments ordered either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return, at the risk and expense of Seller, any such shipments or portion thereof.

5. RISK OF LOSS AND RIGHT TO DEFER OR CANCEL

5.1. Unless otherwise specified by Buyer in writing, all goods are to be furnished f.o.b. point of destination. Seller shall ship by a reliable common carrier able to meet Buyer's delivery date. All goods will be packaged in suitable containers that provide protection against damage during shipment, handling and storage. Seller agrees to pay all excess charges and expenses resulting from failure to ship and route by least expensive way or as instructed by Buyer, and to reimburse Buyer for any such charges paid or expenses incurred by Buyer for Seller's failure to do so. No charges will be allowed for freight, transportation, insurance, shipping, storage handling, cartage, packaging, crating, or similar charges unless provided for in this Order or consented to in writing by Buyer.

5.2. Buyer reserves the right to change shipping and service schedules and to defer shipment or performance of services (or any portion thereof) for up to 120 days of this Order, without liability to Seller.

5.3. Buyer reserves the right to cancel or change this Order for goods or services at any time prior to receipt of same, without liability to Seller, other than actual out of pocket costs incurred by Seller (excluding costs of parts/goods that can be reused or sold) and fees owed for the receipt of goods or provision of services by Seller prior to such termination. Seller must provide actual invoices or other documentation in order to be reimbursed for any out of pocket costs.

5.4. In the event any goods are delivered, or services are performed more than 1 week prior to the delivery or completion date specified in this Order, Buyer may, at its option, accept or reject such goods or services. In the event of Buyer's acceptance, such acceptance shall not accelerate Buyer's obligations for payment.

6. INSPECTION AND APPROVAL

All shipments shall be received subject to Buyer's right of inspection and approval. Buyer's inspection and approval including, but without limitation, a final count of the items, (which count shall be deemed to be conclusive), shall not relieve Seller from its warranties or other obligations hereunder. Any services performed by Seller pursuant to this Order shall be subject to acceptance by Buyer to verify that the applicable Service satisfies the criteria mutually agreed to by Buyer and Seller. Buyer reserves the right to reject all or any part of defective or substituted goods or services which do not conform to Buyer's specifications. Buyer may return such goods to the Seller at Seller's risk with transportation and other incidental charges to be paid by Seller. Seller will either repair or replace the goods or re-perform the services at no charge to Buyer and cover the cost of freight for both the return and replacement of the goods. In the event of failure by Seller to correct defects in or to replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the costs incurred by Buyer or resort to any other remedy available to Buyer.

7. WARRANTIES

7.1. Merchantability-Use-Description. Seller expressly warrants that all goods and services covered by this Order shall (a) conform to the specifications, drawings, samples, or other descriptions upon which this Order is based and shall not include substitutions unless specifically authorized by Buyer in this Order; (b) be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects of any nature; (c) perform to the satisfaction of Buyer, and (d) not infringe upon any patent, invention rights, trademark, licenses or any other rights. If tolerances are specified in this Order, Seller warrants that the goods and services shall conform to such tolerances. At Buyer's request, Seller agrees to promptly replace or correct substitutions of defects in any goods or services not conforming to the foregoing warranties, without expense to Buyer, when notified of such nonconformity by Buyer. Seller, by accepting this Order, acknowledges it knows of the purpose for which the goods or services ordered will be used by Buyer.

7.2. General. The above warranties shall be in addition to and not in limitation of any other warranties, express or implied, whether ordinarily extended by Seller or established by statute or common law, course of dealing, usage of trade, or elsewhere set forth in this Order. Buyer's failure to give notice to Seller of any breach of warranty shall not discharge Seller's liability therefore so long as Buyer gives notice to Seller within a reasonable time following its discovery of such breach. All warranties, express or implied, shall run and extend to Buyer, its successors, assigns, dealers, agents, customers, and the users of its products as well as Buyer's parent company and affiliate companies.

8. BUYER'S RIGHT TO COVER

If Seller repudiates this Order or fails to make delivery within the time specified herein, time being of the essence in connection with this Order, (or, if no time of delivery has been specified, within a reasonable time after acceptance by Seller) or if Buyer rightfully rejects the goods or services or justifiably revokes acceptance thereof, then with respect to any and all goods or services involved, Buyer may pursue any remedy available, including, but without limitation, cancellation of this Order in whole or in part. In addition to recovering so much of the price as has been paid and irrespective of whether Buyer has cancelled this Order, Buyer may "cover" and be entitled to damages as to all goods or services affected whether or not they have been identified in this Order. Buyer may "cover" by making, in good faith and without unreasonable delay, any reasonable purchase of or contract to purchase goods or services in substitution for those due from Seller. Buyer shall recover from Seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. This Order may be cancelled by Buyer without liability for breach of contract in the event of petition in bankruptcy being filed by or against Seller or in the event of the appointment of any receiver.

9. FORCE MAJEURE

Failure of Buyer to take shipments hereunder, if occasioned by fire, epidemic, quarantine, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer's offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer's option, the total quantity covered by this Order may be reduced by the extent of omitted shipments, or the specified delivery period may be extended by a time equal to that during which shipments shall be so omitted and such shipments shall then be made during the period of extension.

10. INDEPENDENT CONTRACTORS

This Order is solely for the purchase of goods and/or services and does not constitute Seller, as agent, employee or subcontractor of Buyer for any purpose. Seller assumes all obligations under any state or other governmental authority with respect to persons employed in the performance of services and/or production of the goods to be furnished under this Order,

including but not limited to, the Patient Protection and Affordable Care Act, social security or unemployment insurance legislation, retirement benefits or workmen's compensation. In the event that Seller personnel providing services to Buyer under this Order are deemed to be Buyer's employees and, as a result, Buyer is obligated to pay any tax, penalty, assessment, or fine Seller will indemnify Buyer for all such amounts.

11. LIMITATION OF LIABILITY

Buyer's liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods or services. BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS AND/OR SERVICES. THIS IS TRUE REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF BUYER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

12. PROPRIETARY INFORMATION AND OWNERSHIP OF DELIVERABLES

12.1. Buyer's "Confidential and Proprietary Information" includes, without limitation, its business plans; business strategies; marketing plans; industry and competitive information; technology, product and proposed product information; pricing and cost data arrangements and agreements with Buyer, distributors, customers, suppliers, licensors and licensees; information relating to its customer account base; information concerning employees and financial information. All such Confidential and Proprietary information shall remain the property of Buyer, shall be carefully preserved and maintained by Seller at its expense and shall be promptly returned to Buyer or satisfactorily accounted for upon completion of this Order or upon Buyer's written demand.

12.2. Seller agrees that it shall protect and maintain the privacy and security of any Personal Data that Seller obtains or to which Seller has access, consistent with Buyer policies and in accordance with all applicable federal, state and local privacy and security laws. "Personal Data" means any information that refers or relates to an identified or identifiable individual, including but not limited to first and last name, home or other physical address, telephone number, e-mail address or other online contact information, Social Security number or similar governmental identifier, any biometric data, date of birth, consumer, health, financial, or any other information relating to an individual that is combined with any of the above.

12.3. Seller will not disclose Personal Data to any third party (including, but not limited to Seller's subsidiaries and affiliates and any person or entity acting on behalf of Seller) unless with respect to each disclosure: (a) the disclosure is necessary in order to carry out Seller's obligations under this Order; (b) such third party is bound by the same provisions and obligations set forth in this Order; (c) Seller has received prior written consent from Buyer; and (d) Seller shall remain responsible for any breach of the obligations set forth in this Order and any violation of any privacy or data protection law by such third party to the same extent as if Seller caused such breach or violation.

12.4. Seller shall maintain commercially appropriate and reasonable technical and organizational security measures (consistent with the type of Personal Data being processed and the services provided by Seller), which shall include physical, electronic and procedural safeguards to protect Personal Data supplied to Seller against any Data Security Breach. "Data Security Breach" means the loss or misuse of Personal Data, the inadvertent, unauthorized, and/or unlawful processing, disclosure, access, alteration, corruption, transfer, sale or rental, destruction, or use of Personal Data, or any other act or omission that compromises the security, confidentiality, or integrity of Personal Data.

12.5. Seller will notify Buyer immediately in the event of any failure to comply with its data protection obligations, wrongful or unintentional disclosure of Personal Data, or any other Data Security Breach (but in no event later than 3 calendar days from such breach) and, at Seller's cost and expense, assist and cooperate with Buyer concerning any disclosures to affected parties, government or regulatory bodies, and other remedial measures as requested by Buyer or as required under any applicable privacy or data protection law.

12.6. All materials, products, deliverables developed or prepared for Buyer by Seller including but not limited to all information, reports, studies, object or source code, flow charts, diagrams and other tangible or intangible material of any nature whatsoever produced by or as a result of any of the services rendered by Seller and all copies of any of the foregoing are the sole and exclusive property of Buyer and all title and interest therein shall vest in Buyer and shall be deemed to be a work made for hire and made in the course of the services rendered.

13. COMPLIANCE WITH LAW

Seller warrants that all products delivered pursuant to this Order shall have been produced, sold, priced, and delivered to Buyer in compliance with all federal, state, municipal and local laws, rules, regulations, ordinances, and directions existing at the time of delivery. Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, corporate parents, subsidiaries and partners, and all of their agents, attorneys and employees, from and against any and all claims, demands, actions, liabilities, judgments, losses, indirect, consequential or punitive damages, expenses, costs, penalties, and fines, including attorneys' fees, for injury or alleged injury of any kind to any persons, including death, and/or for damage or alleged damage

of any kind to any property arising from or in any way connected with any violation or alleged violation of any law, order or regulation.

14. CHANGES

Buyer may at any time, by written order, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days of receipt by Seller of the notification of change; Buyer may, if it decides that the facts justify such action, receive and act upon any such claim asserted at any time prior to final payment under this Order; provided, however, that nothing in this clause shall excuse Seller from proceeding with this Order as changed.

15. WAIVER-MODIFICATIONS

Any failure of Buyer to enforce or require strict performance by Seller of any terms or conditions of this Order shall not constitute a waiver thereof by Buyer, and Buyer may at any time avail itself of the remedies Buyer may have for any breach of the terms hereof. This Order is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms set forth herein. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Order other than those specifically set forth herein. This Order shall be modified only by a writing signed by both parties or their duly authorized agents except that Buyer reserves the right unilaterally to correct any clerical or typographical errors.

16. CHOICE OF LAW

The validity, construction and enforcement of this agreement shall be determined and governed by the internal laws of the State of Illinois.

17. HOLD HARMLESS AND RELEASE

17.1. Seller hereby agrees to indemnify, defend and hold harmless Buyer, its affiliates, agents and employees, and any end-users against all liabilities, obligations, claims, loss, damages, fines, penalties, and expense caused or created by Seller, its subcontractors, or the agents and employees of either, whether negligent or not, arising directly or indirectly out of or incident to the performance of this Order and for injuries or alleged injuries arising out of the use by Buyer or others of the goods supplied hereunder.

17.2. Seller hereby agrees to indemnify, defend and hold harmless Buyer against any legal action brought against Buyer based on a claim that the goods or services supplied by Seller infringes a United States patent, copyright, trademark or trade secret of a third party, and Seller will pay any final judgment and all costs, damages or attorney's fees against Buyer in any such action attributable to any such claim or incurred by Buyer through settlement of such claim. Should the goods or services become, or in Seller's opinion be likely to become, the subject of any such infringement claim, Buyer shall permit Seller, at Seller's option and expense, to (a) procure for Buyer the right to continue using the goods and/or services, or (b) replace or modify the goods and/or services so that they become non-infringing and maintain the same functionality, or (c) terminate the right to use the goods and/or services, whereupon Seller will refund to Buyer all fees paid by Buyer for such goods and/or services.

17.3. Seller agrees that, if this Order calls for any work to be done on premises owned, leased or occupied by Buyer (a) Seller shall indemnify and save harmless Buyer and the owner of such premises against any liability to subcontractors or other third persons under the mechanics, materialmen, labor or other applicable lien laws of the state in which the work is to be performed, and (b) the last payment called for hereunder may, at Buyer's option, be made only after Seller shall have first delivered to Buyer an executed contractor's release.

18. APPLICABLE FEDERAL REGULATIONS

18.1. Equal Opportunity and Affirmative Action. As a condition of doing business with Buyer, Seller must comply with applicable federal regulations prohibiting discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, genetic information (including family medical history), and veteran status. Such regulations include Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and Executive Order 13672. Buyer and Seller hereby incorporate the equal

opportunity clauses at 41 C.F.R. §§ 60-1.4(a)(7), 60- 250.5(a), 60-300.5(a), and 60-741.5(a) into the Order and agree to abide by the requirements outlined therein. Seller also agrees to comply with the regulations implementing Executive Order 11246 as amended, which require Seller to take affirmative action to recruit and advance qualified minorities, women, persons with disabilities, and covered veterans.

18.2. Notification of Employee Rights Under Federal Labor Laws. The Employee Notice Clause in 29 C.F.R. Part 471, Appendix A to Subpart A, is hereby incorporated by reference as required by Executive Order 13496.

18.3. Section 889 Compliance. Seller represents and warrants to Buyer that it is not supplying any goods or services that fall within the definition of “covered telecommunications equipment or services” under FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (each a “**Covered Item**”). Seller agrees to notify Buyer immediately if Seller determines it is providing Buyer with a Covered Item.

18.4. FAR Flow Downs. If Seller is a supplier of goods or services under any of Buyer’s federal contracts or subcontracts, Seller agrees to comply with the requirements attached hereto as Exhibit B.

18.5. Certifications. Seller agrees, upon request, to furnish Buyer with appropriate certificates showing compliance with applicable federal regulations.

19. RIGHT OF OFFSET

Seller agrees that in the event it fails to meet any obligation relating to the provision of goods and/or services, Buyer may immediately offset any amounts due Seller against any amounts Buyer or any of its affiliates owes Seller (or Seller’s affiliates) under any other Agreement. This provision shall apply regardless of the filing of any bankruptcy or receivership proceeding by Seller. For purposes of this provision, “affiliates” is defined as: (a) Any parent corporation or other controlling entity of Buyer; (b) Any subsidiary corporation or other entity controlled by Buyer; (c) Any other corporation or entity which is owned or controlled by a parent, a subsidiary, or other entity which is similarly affiliated with Buyer; and (d) Any corporation or other entity which acquires all or a substantial portion of Buyer’s assets and which continues the general business conducted by Buyer.

20. TAXES

Buyer will have no responsibility for taxes based upon Seller’s net income. Seller will invoice Buyer for the amounts of any taxes Seller is legally obligated to collect and Buyer will pay such amounts to Seller upon receipt of such invoice and in accordance with Buyer’s payment policy.

21. ELECTRONIC DOCUMENTS

Buyer hereby gives notice of its right to convert this Order and any related documents to electronic format and retain this Order solely in an electronic format. Buyer may provide this Order in electronic form or may provide a reproduction of this Order from its electronic copy in the event of any dispute regarding the rights and obligations of the Buyer and Seller under this Order. Buyer and Seller agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

22. INSURANCE

Seller shall have adequate insurance at all times at its own expense which coverages shall include but are not limited to the following: Commercial Workers’ Compensation Insurance as required by law; Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000/ \$2,000,000 aggregate covering personal injury, products liability and property damage; Employer’s Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000 per occurrence. In the event Seller is providing professional or technology-based services, Seller shall maintain errors and omissions or professional liability coverage in the amount of \$1,000,000 per claim. In the event Seller is processing Personal Data, Seller shall maintain cyber liability coverage in the amount of \$1,000,000 per claim. Seller shall provide Buyer with certificates of insurance evidencing the required coverage. The foregoing liability insurance shall name Buyer as an additional insured and the certificates shall evidence such on their face.

EXHIBIT A
TDS Affiliate List
(Updated May 27, 2021)

Telephone and Data Systems, Inc.

30 North LaSalle
Suite 4000
Chicago, IL 60602

Suttle-Straus, Inc.

1000 Uniek Drive
Waunakee, WI 53597

TDS Telecommunications LLC and its wholly owned subsidiaries **TDS Long Distance Corporation, TDS Telecom Service, LLC, TDS Metrocom, LLC** and **TDS Purco LLC**

525 Junction Road
Madison, WI 53717

TDS Broadband LLC¹ and its wholly owned subsidiaries **TDS Broadband Service LLC** and **Zolo Broadcasting LLC**

525 Junction Road
Madison, WI 53717

United States Cellular Corporation

8410 W. Bryn Mawr
Chicago, IL 60631

USCC Distribution Co., LLC

8410 W. Bryn Mawr
Chicago, IL 60631

USCC Services, LLC

8410 W. Bryn Mawr
Chicago, IL 60631

USCC Purchase, LLC

8410 W. Bryn Mawr
Chicago, IL 60631

¹ TDS' cable investments in Baja and, more recently, the operating assets of BendBroadband are under this business unit.

EXHIBIT B
FAR Flows Downs

Seller will comply with the Federal Acquisition Regulation (“FAR”) clauses identified below when providing goods or services in furtherance of a federal government contract but only to the extent such FAR provisions are applicable to the goods or services Seller is providing. If Buyer becomes subject to additional FAR provisions that it must flow down to Seller, Buyer will notify Seller and this Order will be automatically amended to incorporate such additional terms and conditions.

- 52.203-6 *Restrictions on Subcontractor Sales to the Government*
- 52.203-12 *Limitation on Payments to Influence Certain Federal Transactions*
- 52.203-17 *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*
- 52.203-19 *Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).*
- 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities*
- 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
- 52.215-2 *Audit and Records – Negotiation*
- 52.215-8 *Order of Precedence – Uniform Contract Format*
- 52.215-12 *Subcontractor Cost or Pricing Data*
- 52.215-13 *Subcontractor Cost or Pricing Data – Modifications*
- 52.215-19 *Notification of Ownership Changes*
- 52.219-8 *Utilization of Small Business Concerns*
- 52.222-4 *Contract Work Hours and Safety Standards – Overtime Compensation*
- 52.222-11 *Subcontracts (Labor Standards)*
- 52.222-21 *Prohibition of Segregated Facilities*
- 52.222-26 *Equal Opportunity*
- 52.222-35 *Equal Opportunity for Veterans*
- 52.222-36 *Equal Opportunities for Workers with Disabilities*
- 52.222-37 *Employment Reports on Veterans*
- 52.222-40 *Notification of Employee Rights Under the National Labor Relations Act*
- 52.222-50 *Combating Trafficking in Persons*
- 52.222-54 *Employment Eligibility Verification*
- 52.223-18 *Encouraging Contractor Policies to Ban Text Messaging While Driving*
- 52.225-13 *Restrictions on Certain Foreign Purchases*
- 52.227-1 *Authorization and Consent*
- 52.227-2 *Notice and Assistance Regarding Patent and Copyright Infringement*
- 52.227-14 *Rights in Data – General*
- 52.232-18 *Availability of Funds*
- 52.237-3 *Continuity of Services*
- 52.242-15 *Stop-work Order*
- 52.243-1 *Changes – Fixed-price*
- 52.243-3 *Changes – Time-and-materials or Labor-hours*
- 52.244-6 *Subcontracts for Commercial Items*
- 52.248-1 *Value Engineering*
- 52.249-4 *Termination for Convenience of the Government (Services) (Short Form)*
- 52.249-8 *Default (Fixed-price Supply and Service)*