

1. TERMS OF ORDER

Supplier agrees to be bound by and to comply with all terms set forth on the purchase order, to which these terms and conditions are incorporated therein by reference (the purchase order and these terms of order are collectively referred to herein as the "Order"). Acknowledgment of this Order, including without limitation, by beginning performance of the work called for by this Order, shall be deemed Supplier's acceptance of this Order.

SUPPLIER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THESE TERMS OF ORDER. ANY ATTEMPTED ACKNOWLEDGMENT FROM SUPPLIER OF ATLAS FIBRE LLC'S [hereinafter "ATLAS"] PURCHASE ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS OF ORDER SHALL NOT BE BINDING ON ATLAS, UNLESS EXPRESSLY AGREED BY ATLAS IN WRITING. ATLAS EXPRESSLY LIMITS ITS ACCEPTANCE OF SUPPLIER'S OFFER TO THE THESE EXPLICIT TERMS OF ORDER AND REJECTS ANY ADDITIONAL OR VARIED TERMS SET FORTH IN SUPPLIER'S OFFER, INCLUDING TERMS SET FORTH IN SUPPLIER'S PROPOSAL, QUOTATION OR ON SUPPLIER'S WEBSITE.

ATLAS RESERVES THE RIGHT TO CANCEL THIS ORDER FOR ANY REASON WITHIN 7 DAYS OF SELLER'S RECEIPT OF ATLAS'S PURCHASE ORDER, BY PROVIDING SELLER WITH WRITTEN NOTICE (EMAIL NOTICE ACCEPTABLE).

2. DEFINITIONS

- "Change" means a change Atlas directs or causes within the general scope of this Order.
- "Deliverable(s)" means the deliverables and/or products specified in the Purchase Order to be delivered on or before the Delivery Date.
- "Delivery Date" means the date or dates specified in the Purchase Order by which the Supplier is required to provide the Deliverable(s). If the Purchase Order does not specify such delivery date, then the Delivery Date shall be what the parties have mutually agreed.
- "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (iv) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract license, or otherwise, and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing)
- "Order" means the Purchase Order, together with these terms and conditions.
- "Preexisting Materials" means any Intellectual Property Rights or tangible personal property of Supplier or Atlas created before the date of this Order or is otherwise outside the scope of this Order.
- "Purchase Order" means the Atlas purchase order to which these terms and conditions are attached.
- "Supplier" means the vendor or service provider listed on the Purchase Order.
- "Supplier Personnel" means Supplier's employees, consultants, agents, and subcontractors.
- "Third Party Intellectual Property" means the Intellectual Property Rights of a third party, which Supplier uses or incorporates into the Deliverable(s).

3. DELIVERY

- Time is of the essence in Supplier's performance of its obligations. Delivery shall occur by the Delivery Date. Supplier will immediately notify Atlas if Supplier's timely performance is either delayed, or is likely to be delayed.
- Unless Atlas expressly instructs otherwise, Supplier will deliver all Deliverable(s) to Atlas's destination at the address set forth in the Purchase Order. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables, as applicable, does not pass to Atlas until acceptance in accordance with Section 6 herein.
- If Supplier delivers Deliverable(s) after the agreed upon Delivery Date, Atlas may reject such Deliverable(s).
- Supplier will preserve, pack, package and handle the Deliverables to protect such Deliverables from loss or damage and in accordance with best commercial practices in the absence of any specifications Atlas may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.
- Supplier will include with each delivery a packing list identifying the Purchase Order number, and a description and quantity of each of the Deliverable(s), and the date of shipment. Additionally, Supplier shall include with each delivery a written inspection report showing the Deliverable(s) were inspected by Supplier and satisfied the requirements.
- **Quantity.** Supplier shall deliver solely the quantity of Deliverable(s) specified in the Purchase Order. Atlas may reject all overages or shortages of the quantity of such Deliverable(s). Any rejected Deliverable(s) shall be returned to Supplier at Supplier's sole risk and expense. Atlas shall have no obligation to keep, preserve, or pay (in whole or in part) for any such nonconforming Deliverable(s). If Atlas does not reject the Deliverable(s) and instead accepts the delivery of Deliverable(s) supplied at a reduced quantity, the Purchase Order price shall be adjusted on a pro-rata basis. If Atlas does not reject the Deliverable(s) and instead accepts delivery of the Deliverable(s) at an increased quantity, there shall be no adjustment to the price.
- Atlas will hold any Deliverable rejected under this Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges Atlas incurs on Supplier's behalf.

4. PRICE AND PAYMENT

- Unless otherwise specified in the Purchase Order, the price for the Deliverable(s) includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Atlas's request, break-out from the price all such taxes and other charges, in its invoices.
- Atlas will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the date of Atlas's acceptance of the Deliverable(s) and receipt of a properly prepared invoice. If no payment terms are specified on the Purchase Order, Atlas shall pay Supplier within 45 days of Atlas's receipt of Supplier's accurate invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance

of the Deliverable(s) to the specifications. Payment will be in United States dollars. Atlas may, at any time, set-off any amounts Supplier owed Atlas against any amounts Atlas owes to Supplier or any of its affiliated companies.

5. OWNERSHIP AND LICENSE

- Unless otherwise specified in the applicable Purchase Order, and except as provided in Section 5.2 below, Atlas is the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns and transfers to Atlas all its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.
- Unless otherwise specified in the Purchase Order, each party owns all right, title, and interest in and to any of its Preexisting Materials. Supplier hereby grants Atlas a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's Preexisting Materials in the Deliverables to the extent necessary for Atlas's exercise and exploitation of its rights in the Deliverables.

6. INSPECTION AND ACCEPTANCE

- Atlas may reject any, or all, of the Deliverable(s) which do not conform to the applicable requirements and/or specifications within 10 business days of Supplier's delivery of the Deliverable(s). At Atlas's option, Atlas may (i) return the non-conforming Deliverable(s) to Supplier for a refund or credit; or (ii) require Supplier to replace the non-conforming Deliverable(s) at Supplier's sole expense; or (iii) require Supplier to repair the nonconforming Deliverable(s) so that it meets the requirements. As an alternative to the foregoing, Atlas may accept the non-conforming Deliverable(s) conditioned on Supplier providing a refund or credit in an amount Atlas reasonably determines to represent the diminished value of such non-conforming Deliverable(s). Atlas's payment to Supplier for Deliverable(s) prior to Atlas's timely rejection of such Deliverable(s) as non-conforming will not be deemed as acceptance by Atlas.

7. CHANGES

- Atlas, by written change order (each a "Change Order"), may make Changes, in accordance with this Section 7.
- If Supplier asserts that Atlas has directed or caused a Change to the cost of or time for performance for which Atlas has not issued a Change Order, Supplier will promptly notify Atlas in writing of such Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the changed Deliverable; and (iii) a date no less than 30 days from the date of notice by which Atlas must respond to Supplier's notice, so that Supplier may proceed with the work unchanged. Atlas will evaluate Supplier's notice of Change in good faith, and if Atlas agrees that it has made a constructive change, Atlas will issue a Change Order to Supplier.
- Supplier shall, as promptly as is practicable after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.
- The parties shall negotiate an amendment to the applicable Purchase Order to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

8. REPRESENTATIONS AND WARRANTIES

- Supplier represents and warrants that:
- It has the full power to enter this Order and to perform its obligations hereunder;
- The Deliverable(s), and Atlas's or Atlas's customers' use of the Deliverable(s), do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;
- Supplier will not disclose to Atlas, bring onto Atlas's premises or, if applicable, Atlas's client's premises, or induce Atlas to use any confidential or proprietary information that belongs to anyone other than Atlas or Supplier which is not covered by a non-disclosure agreement between Atlas and Supplier;
- All Deliverable(s) performed by Supplier Personnel shall be performed in a professional and workmanlike manner, and in accordance with industry standards.
- Supplier's work conforms to Atlas's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Deliverable(s) is/are suitable for their intended use;
- Atlas warrants and represents to Supplier it has the full power to enter the Order, and to perform its obligations under such Purchase Order.
- TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

9. TERM AND TERMINATION

- Atlas may terminate this Order, at any time and for no reason or for any reason, upon 15 days' written notice to Supplier. Upon receipt of such notice of such termination, Supplier will inform Atlas of the extent to which it has completed performance as of the date of termination and Supplier will collect and deliver to Atlas whatever Deliverable(s) then currently exist. Atlas will pay Supplier for all Deliverable(s) performed and accepted through the effective date of such termination, provided Atlas will not be obligated to pay any more than the payment that would have become due had Supplier completed and Atlas had accepted the Deliverable(s). Atlas will have no further payment obligation about termination.
- Either party may terminate the Purchase Order, or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.
- Atlas may immediately terminate the Order upon written notice to Supplier if there is a change in ownership representing 20 percent or more of the equity ownership of Supplier.
- Either party may terminate this Order immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach. Atlas shall have no further payment obligation to Supplier under any terminated Purchase Order if Atlas terminates the Purchase Order under this Section 9.

- Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Order shall survive the expiration or termination of the Order.

10. CONFIDENTIAL INFORMATION AND PUBLICITY

- Defined. The term “Confidential Information” shall mean: (a) Atlas’s marketing and other business methods and processes; (b) all technical and operational aspects of the Atlas, including all Atlas software, user manuals and/or other documentation; (c) Atlas’s client’s information; (d) information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- Protection, Use and Disclosure. Supplier will maintain all Confidential Information of Atlas or its clients, if applicable, in strict confidence and will not at any time or for any reason disclose any Confidential Information to any unauthorized third party without Atlas’s prior written consent. Supplier will use any Confidential Information solely for the purpose in performing its duties under this Order. Supplier shall not disclose any Confidential Information to any Supplier Personnel who do not participate directly in the performance of its duties under this Order, or otherwise have a bona fide reason to know such Confidential Information, and Supplier will advise such Supplier Personnel who are permitted access to any Confidential Information of the restrictions upon disclosure and use and shall be responsible for any failure by such Supplier Personnel to comply with the provisions of this Section.
- Exclusion. Confidential Information does not include any information or development: (a) which is or subsequently becomes available to the general public through no fault of Supplier; (b) which is already known to the Supplier before disclosure and can be evidenced as such; (c) which is independently developed by the Supplier without use of or reference to the Confidential Information; or (d) which the Supplier rightfully receives from third parties not under a duty of confidentiality.
- Supplier shall obtain Atlas’s prior written consent to any publication, presentation, public announcement, or press release concerning its relationship as a supplier of Atlas.

11. LIMITATION OF LIABILITY

- NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, ATLAS WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT ATLAS PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.
- IN NO EVENT WILL ATLAS BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THE ORDER, WHETHER ATLAS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- THE LIMITATIONS STATED HEREIN WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE ORDER LIMITS EITHER PARTY’S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

12. INSURANCE

- Throughout the term, Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect

Atlas in the event of such injury or damage, and will follow all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered about employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

13. COMPLIANCE WITH LAWS

- Supplier represents and warrants that it will comply with all applicable local and national law and regulations pertaining to its performance of its obligations under this Order. In particular, and without limitation, Supplier shall not act in any fashion or take any action that will render Atlas liable for a violation of any applicable antibribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010), which prohibits the offering, giving or promising to offer or given, or receiving, directly or indirectly, money or anything of value to any third party to assist them or Atlas in retaining or obtaining business or in performing the Services. Supplier's failure to comply with this provision shall constitute a material breach of this Order.

14. GOVERNING LAW

- The Order will be construed in accordance with, and all disputes will be governed by, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Boston, Massachusetts, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

15. GENERAL

- Any notice to be given under the Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, when the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.
- If there is a conflict between or among the Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows: A conflict between the terms of the Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Order.
- If any court of competent jurisdiction holds that any provision of the Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Order will not be affected or impaired, and all remaining terms of this Order remain in full force and effect, provided this provision shall not be applied to defeat the intent of the parties.