

## TERMS AND CONDITIONS

The following terms and conditions govern Pulse Broadband LLC's sale of the Products and Services (defined below) set forth on an NRTC supplied quote ("Quote"). These terms and conditions are binding upon the party identified in the Quote ("Customer") as evidenced by the signature of an authorized officer on the Quote form, and Pulse Broadband LLC, d/b/a NRTC Broadband Solutions ("NRTC Broadband") as of the date Customer executes the Quote.

A. ANY SALE OF PRODUCTS AND SERVICES BY NRTC BROADBAND IS EXPRESSLY CONDITIONED ON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALE EXPRESSED HEREIN, AND NRTC BROADBAND HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S RESPONSE TO THIS OFFER CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT. In no event shall any oral representations made by any party, including any employee or agent of NRTC Broadband or its parent company, National Rural Telecommunications Cooperative ("NRTC"), be considered part of these Terms and Conditions, or apply to the Product(s) and/or Service(s). If the Customer's purchase order ("PO"), or any other form, contains terms in addition to, or different from, those set forth herein, this writing shall be construed as a "counter offer" and not as an acceptance of Customer's terms and conditions. This Agreement may not be modified, altered, or waived except in writing and signed by the party to be bound.

B. "Products" means the equipment, materials and/or goods of Pulse Broadband LLC as listed on the Quote to which these terms and conditions are attached.

C. "Services" means the services of Pulse Broadband LLC as listed on the Quote to which these terms and conditions are attached.

D. The following terms and conditions apply to this Quote:

1. Quote is valid for 30 days from the date Quote is issued. Outside of the 30-day window, all Product and Service availability, pricing and terms/conditions are subject to change.

2. Quotes must be returned to NRTC Broadband signed by an officer of Customer as required above. Signed Quotes shall contain, at a minimum, the NRTC Broadband/NRTC part number, description, quantity, applicable prices, requested delivery dates, and delivery destinations and shipping instructions.

3. Signed Quotes shall be sent to NRTC Broadband via email to: [broadbandorders@nrtc.coop](mailto:broadbandorders@nrtc.coop) or to: NRTC Broadband Solutions, 2121 Cooperative Way, Suite 600, Herndon, Virginia 20171. ATTN: Broadband Orders

4. All signed Quotes and or POs from Customers are subject to acceptance by NRTC Broadband, and NRTC Broadband may, in its sole discretion, accept or reject any signed Quote or PO. NRTC Broadband may accept a signed Quote and/or PO by confirming in writing, invoicing for the Products and/or Services or by delivering the Products and/or Services, whichever occurs first. If NRTC Broadband does not accept the signed Quote or PO, the Quote will lapse and will have no binding effect on NRTC Broadband.

5. For the avoidance of doubt, a signed Quote or PO will not be accepted if it does not have a requested delivery date and delivery destination. Upon acceptance of a signed Quote, NRTC Broadband will advise Customer of scheduled ship date.

6. In the event Customer requests shipment of Product within thirty (30) or fewer days of receipt of the Quote by NRTC Broadband Solutions, that part of the Quote requiring such expedited shipment may incur expedite charges. Upon the receipt of a Quote or a PO requesting expedited shipment, NRTC Broadband will determine the additional cost to NRTC Broadband necessary and incident to meeting Customer's request. As soon as reasonably practical, NRTC Broadband shall notify Customer of such cost. In the event Customer agrees to pay the additional cost to expedite shipment, NRTC Broadband shall use its commercially reasonable efforts to ship the Products on the expedited schedule.

7. Force Majeure. NRTC Broadband shall not be liable for any delay in delivery or failure to deliver, due to (i) fires, floods, strikes, or other labor disputes; acts of sabotage, riots, terrorism, pandemics or natural disasters; difficulties procuring materials; delays in transportation or lack of transportation facilities; governmental legislation or rules or regulations thereof, or (ii) any other cause beyond NRTC Broadband's control.

8. Customer cannot cancel the Product and/or Service order once Customer executes a valid Quote from NRTC Broadband. All Products purchased hereunder are non-returnable.

9. Customer agrees to inspect Product within five (5) days of receipt and declare any discrepancies in the shipment of the Product. After such five (5) day period all shipments will be deemed accepted by Customer.

10. Delivery and Insurance. All shipments under this Quote are shipped pre-paid and add and shall be EX WORKS NRTC Broadband's shipping point. Title to, and risk of loss or damage to Products shall pass to Customer upon delivery to carrier at NRTC Broadband's shipping point. In the event of in-transit damage, or a loss subsequent to delivery, Customer is responsible for promptly advising the carrier and insurer of the loss and for filing a claim for recovery of any sums owed by such parties to NRTC Broadband or Customer. NRTC Broadband shall reasonably cooperate with Customer in establishing any such claim. "EX WORKS" shall have the meaning ascribed thereto in INCOTERMS 2010 as published by the International Chamber of Commerce, Paris, France. Customer, not NRTC Broadband, is responsible for any and all damages or loss of shipments of Customer's orders of Products once the Products have been tendered to the carrier at NRTC Broadband's shipping point. Customer is responsible for providing insurance for such shipments and upon NRTC Broadband's request, agrees to provide documentation to NRTC Broadband evidencing such coverage. NRTC Broadband will not retain any responsibility to provide insurance for shipments once the risk of loss as defined herein has passed to Customer.

11. All pricing for Products and Services are exclusive of any applicable national, state or municipal sales, use, property, or like taxes, excise duties, import/export taxes, duties or fees, VAT, GST and other transaction-based taxes and fees. Customer is responsible for the payment of all such taxes and fees.

12. NRTC Broadband will submit invoices to Customer upon shipment for Products, and at the end of each month for Services delivered during the month, or as otherwise described in a signed statement of work. Invoices will include applicable freight/shipping charges.

13. Customer will make all payments in U.S. dollars within: (i) thirty (30) calendar days after the date of NRTC Broadband's invoice for Products; and (ii) fifteen (15) days after NRTC Broadband's invoice for Services.

14. In addition to any other remedy available to NRTC Broadband for late payments, Customer will be obligated to pay NRTC Broadband interest on the overdue amount at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed under law, whichever is less, for each month, or partial month, calculated from the date such payment was due until the date paid. Customer will reimburse NRTC Broadband for all costs incurred by NRTC Broadband (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this sale.

15. Warranties for Products are provided by the manufacturer of such Products. Customer should review the standard warranty information for such Products on the manufacturers' websites. NRTC Broadband does not provide for any warranties for Products sold hereunder. NRTC Broadband shall provide Customer with warranty information and return authorization information upon the selection of Products.

16. NRTC Broadband will provide Customer with any end user license agreements required to be executed between Customer and the Product manufacturer. Any liability for indemnification of potential IP infringement or other similar claims will be located in such end user agreement, and NRTC Broadband shall not be liable for any claims or actions under such end user license agreements.

17. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, REVENUE OR PROFITS, HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL NRTC BROADBAND'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS QUOTE OR ANY RELATED PO EXCEED THE AMOUNT NRTC BROADBAND HAS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICE APPLICABLE TO SUCH CLAIM.

18. All disputes or actions arising in connection with these Terms and Conditions and/or the purchase of the Products and Services shall be construed, resolved, and governed under the laws of the Commonwealth of Virginia, without regard to conflict of law principles. All actions shall be resolved by the federal courts located in the Commonwealth of Virginia, and the Parties hereby irrevocably submit to such courts' jurisdiction.

19. Customer acknowledges that information related to the Products and Services which may be provided by NRTC Broadband or its parent company, NRTC, which is information reasonably expected to be treated in a confidential manner under the circumstances of disclosure including pricing, discounts, and specifications (collectively "Confidential Information") is the confidential information of NRTC Broadband and NRTC. Customer shall not disclose the Confidential Information to third parties or use the Confidential Information other than in connection with its rights under this Quote. Customer agrees that it shall take reasonable measures to protect the secrecy of, and to avoid disclosure and unauthorized use of, all Confidential Information. Confidential Information does not include

information: (a) already in Customer's possession at the time of disclosure, (b) that is or later becomes part of the public domain through no fault of Customer, or (c) is required to be disclosed pursuant to law or court order, provided that Customer shall notify NRTC Broadband prior to such disclosure and assist NRTC Broadband in preventing or limiting such required disclosure. Customer agrees and acknowledges that any breach of the provisions contained in these Terms and Conditions regarding ownership or confidentiality shall cause NRTC Broadband irreparable harm, and that NRTC Broadband may obtain injunctive relief, as well as seek any and all other remedies available to NRTC Broadband in law and in equity in the event of breach or threatened breach of such provisions.