



## MASTER PURCHASE ADDENDUM

This Master Purchase Addendum (“MPA”) is made between Customer and TC and outlines the Services that TC will provide to Customer. This MPA is effective upon Customer’s purchase of Hardware or Software from TC and is considered an addition to, not a replacement of, the TulsaConnect MSA. Any terms not defined herein shall have the meaning set forth in the MSA. To the extent that the terms contained herein vary from or conflict with the terms of the MSA, the terms of this MPA shall control. This MPA includes the Order Form and the Terms and Conditions.

### Master Purchase Addendum Terms and Conditions

#### 1. **Effective Date**

- 1.1 Master Purchase Addendum Effective Date. This MPA is effective upon Customer’s purchase of Hardware or Software from TC.

#### 2. **Survival of Obligations**

- 2.1 If this MPA is terminated for cause as outlined in the MSA, the terminating party may elect to terminate any or all outstanding Purchase Orders. The termination or expiration of this MPA shall not affect the obligations of either party under any previously accepted Purchase Order, and the terms and conditions of this MPA with respect to the fulfillment, delivery, acceptance, pricing, and payment for the Purchase Order shall continue to apply as if this MPA had not been terminated or expired.

#### 3. **Purchase and Sale of Product and Services.**

- 3.1 Order Process. To order Products or Services listed on the Product Order Detail Form from TC, Customer may request a written quotation from TC (“Quotation”). Unless otherwise agreed in the Quotation, (a) the type, quantity, and shipment date information (if any) for the Products listed in the Quotation and (b) any Quotation for Services is valid for thirty (30) days from the date of the Quotation. Customer may order Products or Services in a Quotation by issuing a written purchase order to TC either electronically or by hard copy (“Purchase Order”). TC may accept or reject Purchase Orders, and no Purchase Order is binding on TC unless accepted by a duly authorized representative of TC in writing in an order acknowledgement, either electronically or by hard copy (“Order Acknowledgement”).

#### 3.2 Purchase Orders.

- (a) Each Purchase Order for Products will set forth, at a minimum, the following: the Product to be purchased, the quantity of the Product to be purchased, requested shipment date, ship to locations, billing address, reference to this MPA, and other delivery instructions. No Purchase Order may provide for a requested shipment date sooner than TC’s applicable lead time for the Products ordered unless approved in writing by TC.
- (b) Each Purchase Order for Services will set forth, at a minimum, the following: the Services purchased and any other information requested in the applicable Quotation.

- (c) Once accepted pursuant to an Order Acknowledgement, each Purchase Order constitutes a firm purchase obligation on behalf of Customer, except that Customer may cancel, without penalty, any Purchase Order five (5) or more business days before the scheduled shipment date for the Products or commencement date for the Services.
  - (d) Customer may cancel a Purchase Order fewer than five (5) business days before the scheduled shipping date for the Products or commencement date for the Services only with TC's prior approval and subject to Customer's payment of a cancellation penalty equal to 20% of the price of the cancelled order and all fees or costs charged to TC from the vendor.
- 3.3 Order of Precedence. No terms or conditions contained in any Quotation, Purchase Order, or Order Acknowledgement may add to or vary the terms of this MPA. No varying or additional terms will have any effect unless agreed to by both parties in writing. If there is any conflict between the terms and conditions of this MPA and any varying or additional terms agreed to by both parties in writing, the order of priority is: (a) this MPA, (b) the Purchase Order, (c) the Order Acknowledgement, and (d) the Quotation.
- 3.4 Restocking Fee. If Customer returns the item for any reason within 30 days that is not covered under the manufacturers warranty, a restock fee equivalent to 20% of the price and all fees charged to TC from the vendor plus applicable shipping costs will be charged to the Customer.
4. **Shipment, Delivery and Acceptance.**
- 4.1 Shipment. TC shall use commercially reasonable efforts to make shipment of a Product by the Shipment Date for the Product. Any delays and holds resulting from Customer activity or inactivity or any Condition (as defined below) shall be added to the Shipment Date. If TC is unable to make shipment of the Product by the Shipment Date, TC shall notify Customer as soon as the delay is identified by TC and advise Customer of the new shipment date as soon as it is available. TC may deliver Products in partial shipments. TC may make shipments up to five (5) days before the Shipment Date and Customer may not reject the Products for the sole reason of early delivery.
- 4.2 Title/Risk of Loss. All sales are made FCA (Incoterms 2010) point of shipment at TC's designated manufacturing facility, and TC's title to the Products and the risk of loss of or damage to the Products ordered by the Customer will (except for Software) pass to Customer at time of TC's delivery of Products to the carrier. The carrier shall be deemed Customer's agent, and any claims for damages in shipment must be filed with the carrier. TC is authorized to designate a carrier pursuant to its standard shipping practices unless otherwise specified in writing by Customer.
- 4.3 Acceptance. All Products are deemed accepted five (5) days after delivery to Customer. Customer must provide notice to TC within forty-five (45) days of delivery if any Products do not include each of the items listed in the Order Acknowledgement.
- 4.4 Short-Term Equipment Storage & Drop Ship. Customer may elect to have the Hardware shipped directly to TC's facility for deployment, in which case Customer will be subject to the Terms and Conditions of Short-Term Equipment Storage & Drop Ship Addendum.
5. **Prices and Payment Terms.**

- 5.1 **Prices.** For Products ordered by Customer, Customer shall pay (i) the prices set forth in the Product Order Detail Form or (ii) if not set forth on the Product Order Detail Form, the applicable price set forth in the Quotation and mutually agreed upon in writing.
- 5.2 **Shipping and Taxes.** Shipping and insurance charges are Customer's responsibility. Unless otherwise agreed, prices are exclusive of sales, use, excise, value added, withholding and other taxes, and all duties, levies, tariffs and other assessments upon the sale, delivery, or license of the Product or provision of the Services (collectively, "Taxes"). If TC is required to pay any Taxes, Customer will promptly reimburse TC upon notice from TC.
- 5.3 **Payment.** All payments under this MPA shall be made in U.S. dollars net thirty (30) days from the date of the invoice unless otherwise agreed in writing. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower. If any payment is more than thirty (30) days late, TC may suspend performance under this MPA until all payments are made current. TC shall not assess a late charge or suspend performance under this MPA if past-due charges are under reasonable and good faith dispute and Customer is working diligently with TC to resolve the dispute.
6. **Open Source Software.** Certain Products may include code that is subject to open source licenses ("Open Source Software"). This Open Source Software is licensed under the terms of the applicable license agreement for the Open Source Software (for each the Open Source Software, an "Open Source Agreement"). Customer agrees to comply with the applicable Open Source Agreement to the extent TC notifies Customer that Products are subject to an Open Source Agreement. Nothing in this MPA limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any Open Source Agreement with respect to the subject software.
7. **Warranties.**
- 7.1 **Hardware Warranty.** PASS-THRU WARRANTY ON GOODS. TC is the reseller, not the manufacturer, of the Goods sold hereunder. TC will use commercially reasonable efforts to assign to Client any warranties made to TC by any vendor or supplier when permitted by the terms, conditions, exclusions or limitations of such vendor's or supplier's agreement with TC. TC shall use commercially reasonable efforts to assist Client in any warranty claim against the manufacturer.
- 7.2 Except for the express warranties set forth in this MPA, TC makes no other warranties, express, implied, or statutory, with respect to any Products or Services.
8. **Force Majeure.** Neither party is responsible for any delay or failure in performance to the extent the delay or failure is caused by any circumstance beyond the party's reasonable control and not involving any fault or negligence by that party, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance; pandemic related interruption or delay; interruption of or delay in transportation; unavailability of or interruption or delay in telecommunications or third party services; or failure of third party software ("Condition"). If any Condition occurs, the delayed party, upon giving prompt notice, is excused from performance during the continuance of the Condition. The delayed party will use reasonable efforts to avoid or remove the Condition. If such Condition continues to prevent performance of either party's duties and obligations for a period of more than sixty (60) days, the parties will consult each other for the purpose of agreeing what action should be taken.