

## X INTERNET CANADA ULC ("X") STANDARD PURCHASING TERMS AND CONDITIONS

Supplier agrees to be bound by and to comply with all terms and conditions set forth herein ("Terms and Conditions"; and together with the Order, the "Purchase Order") for the goods, deliverables, products, software, personal property, and/or applicable related services ("Deliverables") described in the purchase order ("Order") into which these Terms and Conditions are incorporated by reference. The sale and/or provision of such Deliverables will be governed exclusively by the terms and conditions set forth herein; notwithstanding, these Terms and Conditions shall be superseded in the event a separate agreement, intended to govern the purchase of Deliverables, has been executed between X and Supplier. Acknowledgement of the Order, including without limitation, by the provision of the Deliverables called for by the Order or acceptance of payment, shall be deemed acceptance of this Purchase Order including without limitation, these Terms and Conditions. If there are conflicting or inconsistent terms between any of the provisions of a separate written agreement that has been executed by both X and Supplier ("Separate Agreement") connected with this transaction under a Purchase Order, the provisions of the Separate Agreement shall supersede any such conflicting or inconsistent provisions of the Purchase Order. In the absence of a Separate Agreement, the Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all prior written or oral representations, proposals, promises, agreements and understandings between X and Supplier and any different or additional terms and conditions. In the event of a conflict or inconsistency between any of the provisions of the aforementioned documents above, the conflict or inconsistency will be resolved in the following order: (1) Fully executed Separate Agreement, if applicable, (2) Terms and Conditions, and (3) Order. Any terms and conditions proposed by Supplier in acknowledging or accepting the Purchase Order which are different from or in addition to the terms set forth in this Purchase Order shall not be binding upon X and shall be void and of no effect.

- 1. PRICE AND TERMS OF PAYMENT.** To be valid, Supplier's invoices must contain X's purchase order number and part number, the manufacturer's part number, a full description of the Deliverables, the quantity, unit price and total price, and the delivery address, as applicable. Valid Supplier invoices will become due for payment by X, net sixty (60) days from X's receipt of the Deliverables or the date of receipt of a correct invoice (whichever is later) unless otherwise indicated on the face of the Order. The date of invoice will not predate the date of delivery of the relevant Deliverables. Supplier will send invoices to X's address designated on the face of the Order or to such other address as X may specify in writing. Notwithstanding anything to the contrary contained in the purchase order, (a) Invoices submitted more than six (6) months after X's receipt of services or Deliverables will be rejected and no payment shall be made and (b) X shall have no liability whatsoever under any purchase order for amounts due under any such invoice. Currency shall be in United States dollars unless otherwise identified on the face of the Order.
- 2. TAXES** Amounts payable to Supplier under this purchase order are exclusive of any transaction taxes (including sales, use, consumption, value-added and similar transaction taxes) that may be imposed in connection with fees received by Supplier pursuant to this purchase order. For any payments made under this purchase order, Supplier may charge and X will pay applicable transaction taxes, provided that such transaction taxes are stated on the original invoice related to the services or Deliverables rendered, that Supplier timely provides to X and Supplier's invoices state such transaction taxes separately. X may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge and or collect the transaction taxes covered by such certificate. X may deduct or withhold any withholding taxes that X may be legally obligated to deduct or withhold from any amounts payable to Supplier under the purchase order, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to Supplier under the purchase order. If a tax authority subsequently finds that X's withholding tax payment was insufficient and requires additional payments, X will make such payments and Supplier will reimburse X for such additional withholding tax payments. Within a reasonable period, X will provide Supplier with documentation evidencing its withholding tax payments.
- 3. PACKAGES.** Packages must bear X's purchase order number, show quantity or gross and net weights, and conform to X's labeling requirements, if specified, and as applicable. No charges for packaging will be payable by X unless otherwise agreed in writing. Packing slip must be enclosed, and must reference X's Purchase order number and purchase order line item.
- 4. TRANSPORTATION.** Deliverables will be shipped in accordance with the transportation instructions on the face of the Order. The Deliverables will be shipped Delivered Duty Paid X's facility (DDP Incoterms 2010) unless other transportation arrangements are pre-approved by X in writing. A paid freight bill or equivalent must support charges for such other transportation arrangements. For international shipments, Supplier will provide all documentation and data elements required for timely customs entry. Shipping documentation (commercial invoice) will include the harmonized tariff code as provided by X, the country of origin, X part number, manufacturer part number, unit price and quantity per line and a customs compliant description.
- 5. TITLE, PROPERTY AND RISK.** All title to, property in and risk in Deliverables will pass to X free of all liens and encumbrances on acceptance of the Deliverables as set out in Section 9.
- 6. OWNERSHIP OF DELIVERABLES AND LICENSE TO SUPPLIER INTELLECTUAL PROPERTY.** To the extent that Deliverables include intellectual property as part of the Deliverables, X and Supplier agree that, to the fullest extent legally possible, all Deliverables will be works made for hire owned exclusively by X. Supplier agrees that, regardless of whether the Deliverables are legally works made for hire, all Deliverables will be the sole and exclusive property of X. Supplier agrees to irrevocably transfer and assign to X, all right, title and interest worldwide in and to the Deliverables. At X's request and expense, Supplier will assist and cooperate with X in all respects and will execute documents, and, subject to the reasonable availability of Supplier, give testimony and take such further acts reasonably requested by X to enable X to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for the Deliverables. Supplier hereby appoints the officers of X as Supplier's attorney-in-fact to execute documents on behalf of Supplier for this limited purpose. Supplier agrees to irrevocably transfer and assign to X, and waives and agrees never to assert, any and all moral rights that Supplier may have in or with respect to any Deliverables, during and after the term of this purchase order. To the extent that Supplier owns or controls (presently or in the future) any related rights to the Deliverables, Supplier hereby grants or will cause to be granted to X a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such related rights, to the extent necessary to enable X to exercise all of the rights assigned to X under this purchase order. To the extent that any Supplier's intellectual property is incorporated into or necessary to use any Deliverable, Supplier hereby grants to X a non-exclusive, worldwide, royalty-free, transferable right and license, solely to the extent necessary for X to use the Deliverables to obtain the benefit of the Deliverables.
- 7. DELIVERY/LATE SHIPMENTS.** Supplier will deliver the Deliverables at the place, date and time specified in the Order, unless otherwise agreed by both parties. If Supplier fails to meet the delivery schedule by more than five (5) days, then notwithstanding Section 13, Supplier shall notify X in writing and X will be entitled to either (a) terminate the purchase order for such Deliverables and for any other Deliverables the intended use of which has consequently been delayed or prevented; or (b) make alternate arrangements for the transportation of the Deliverables. Supplier will reimburse X for any additional costs that X incurs in purchasing replacement Deliverables or in arranging for alternate transportation.
- 8. RESCHEDULING/CANCELLATION.** X may reschedule any delivery of Deliverables without liability. X may cancel any outstanding purchase order or part of a purchase order without liability by giving five (5) business days prior written notice to Supplier. If X cancels a purchase order on less than five (5) business days notice and Supplier cannot, after exercising its commercially reasonable efforts, use the Deliverables in the course of its business or dispose of them, X will compensate Supplier in an agreed-to amount not to exceed the actual purchase price of the Deliverables. In no event will X have any liability in respect of any purchase order cancelled pursuant to Sections 7, 9 or 13.
- 9. ACCEPTANCE/INSPECTION/NON-COMPLYING DELIVERABLES.** The Deliverables shall be subject to inspection and acceptance rights. Payment shall not constitute X's acceptance of the Deliverables nor impair X's right to inspect the Deliverables. If X notifies Supplier in writing at any time within ninety (90) days of delivery that the Deliverables do not comply with the provisions of this purchase order and/or any Deliverable description and/or documentation, X may, at its option, require that Supplier either repair or replace the Deliverables or re-perform the Deliverables with all possible speed (which will not to exceed standard lead time for the Deliverables) and without cost to X (including any relevant freight and duty costs incurred). X shall have the additional option during such period of returning the Deliverables to Supplier at Supplier's cost and receiving a credit of the purchase price.
- 10. SELLER'S REPRESENTATIONS AND WARRANTIES.** Supplier represents and warrants that all Deliverables provided will: (a) (i) be new and unused; (ii) be free of defects in materials, workmanship

and design; and (iii) not infringe a third party's intellectual property rights; (b) comply with the specifications set out in the Order and any samples provided by either party to the other and agreed to by X; (c) comply with X's quality assurance procedures as provided to Supplier from time to time; (d) comply with any applicable quality specification and documentation; (e) be manufactured, handled, packaged and transported in accordance with all applicable laws, regulations, guidelines and industry standards; (f) have the necessary licenses and rights to provide the Deliverables; (g) not include any substance restricted for use in electrical or electronic equipment by any laws, or regulations, other than permitted by the foregoing, and any guidelines or industry standards; (h) it will perform services in a professional and workmanlike manner, conforming to industry standards and practices; and (i) its performance of any services will be in compliance with all applicable laws, rules, and regulations.

- 11. INDEMNITY.** Supplier will indemnify, save harmless and defend X from and against any and all third party claims, actions, losses, or damages (including, without limitation, reasonable legal fees and expenses) (collectively, "Losses") which X, may suffer or incur as a result of (i) any negligent act or omission or willful misconduct of Supplier, its employees, representatives, or subcontractors relating to the purchase order; (ii) any breach of Supplier's representations, warranties or obligations under the purchase order; or (iii) any actual or alleged infringement by the sale or use of the Deliverables of any intellectual property rights of any other person.
- 12. INSURANCE.** Supplier shall be solely responsible for maintaining for itself and requiring its subcontractors, employees, and agents to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, including blanket contractual coverage insuring claims resulting from the indemnification of X required by this purchase order, as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier shall provide X with certificates of insurance or evidence of coverage before commencing performance under this purchase order. Supplier shall provide adequate coverage for any X property under the care, custody or control of Supplier or its subcontractors, employees, and agents. Whenever Supplier has in its possession property of X, Supplier shall be deemed an insurer thereof and shall be responsible for its safe return to X.
- 13. TERMINATION.** At any time, X, at its option, may terminate this purchase order with or without cause, in whole or in part by written notice, any pre-paid fees will be pro-rated from the termination date and returned to X within thirty (30) days. X shall be responsible for any undisputed fees accrued prior to the termination date.
- 14. NOTICES.** All notices must be in writing sent to the parties at their addresses set out in the Order, as same may be amended by notice in accordance with this provision. A notice will be deemed to have been given on the third day after mailing if it is sent by mail, on the date of transmission in the case of facsimile or electronic data interchange, or on the date of delivery if it is delivered by hand.
- 15. LIMITATION OF LIABILITY.** IN NO EVENT WILL X BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS PURCHASE ORDER, EVEN IF X HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, X'S AGGREGATE LIABILITY UNDER THE PURCHASE ORDER WILL NOT EXCEED THE FEES THAT X PAID TO SUPPLIER FOR THE PROVISION OF THE DELIVERABLES.
- 16. CONFIDENTIAL INFORMATION.** Supplier will hold all Confidential Information in confidence, not to use it in any way, commercially or otherwise, except to provide the products and services, and not to disclose it to others. Supplier further agrees it shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including, without limitation, implementing and enforcing security procedures), to prevent the unauthorized use, dissemination or publication of Confidential Information as it would use to protect its own confidential information of like nature. Supplier will immediately disclose to X any breach of this Section 16 and will cooperate with any investigations and notices required as a result of such breach. For purposes of this Order, "Confidential Information" means and will include without limitation: (i) any information, materials or knowledge regarding X and its business, financial condition, products, programming techniques, customers, suppliers, employees, technology or research and development that is disclosed to Supplier or to which Supplier may have access in connection with the provision of the products and/or services; and (ii) the existence and terms and conditions of this purchase order. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of X or its personnel or that X regularly gives to third parties without restrictions on use or disclosure.
- 17. INDEPENDENT CONTRACTORS.** The relationship between X and Supplier is one of independent contractors, and neither party will at any time or in any way represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party.
- 18. COMPLIANCE.** Supplier shall comply with all laws, rules, and regulations applicable to the Deliverables under this purchase order, including without limitation government export control and privacy and data protection laws, as well as X's current code of conduct policy, located at [tvr.cm/suppliercodeofconduct](http://tvr.cm/suppliercodeofconduct)
- 19. SUBCONTRACTING, ASSIGNMENT.** Supplier may not assign or subcontract any of its obligations hereunder, in whole or in part, without the prior written consent of X. If such consent is acceptable, Supplier will be responsible and fully liable for its subcontractors' performance under this purchase order. Supplier may not assign this purchase order without the prior written consent of X.
- 20. BACKGROUND CHECK.** To the extent permitted by law, any Supplier personnel, or employees of Supplier's subcontractors assigned to provide Deliverables on-site at X's offices or given access to X's network systems will have undergone a diligent background check, conducted by Supplier or at Supplier's choosing a third party specializing in background investigations, but must be conducted in full compliance with all laws for the applicable jurisdiction.
- 21. BOOKS AND RECORDS; INSPECTION.** During the term of this purchase order and for a period of three (3) years after the provision of the Deliverables, Supplier shall maintain such books and records as are necessary to demonstrate and confirm Supplier's compliance with its obligations under purchase order. X shall, upon reasonable notice, have the right to inspect and review Supplier's books and records to confirm Supplier's aforementioned compliance.
- 22. PUBLICITY.** Supplier will not, without first obtaining X's consent in writing, advertise or otherwise disclose that Supplier has furnished or agreed to furnish Deliverables to X under this purchase order. In the event X provides its consent, Supplier agrees to adhere to X's current brand policy, located at [about.x.com/company/brand-policy](http://about.x.com/company/brand-policy), and display requirements, located at [about.x.com/company/display-requirements](http://about.x.com/company/display-requirements).
- 23. X MATERIALS.** If X provides data, documentation, information, materials, parts or tools ("Materials") for use by Supplier to perform work under this Purchase Order, Supplier will use such Materials solely for the purposes of this Purchase Order. All Materials, procured or paid for by X will at all times remain the property of X, and will be returned promptly or destroyed at X's sole option upon termination of this Purchase Order. For the avoidance of doubt, X Materials shall include without limitation any personal data provided by X for use by Supplier under a Purchase Order. Upon written request, Supplier shall certify compliance with this Section 23. To the extent that Supplier processes any personal data made available to it in the course of Supplier providing services to X, including personal data originating from the European Economic Area, the United Kingdom, and Switzerland, Supplier shall apply and agree to the Data Protection Addendum attached hereto as Schedule 1 and incorporated by reference in these Terms and Conditions.

**24. ANTI-BRIBERY.** In conformity with the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act of 2010 and any applicable anti-bribery or anti-corruption laws (the "Bribery Laws"), Supplier and its personnel shall not directly or indirectly (i) make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or any other person, or inducing such official or person to use his influence to affect any such act or decision in order to assist X or Supplier in obtaining, retaining, or directing any business or (ii) take any other action that causes a violation of Bribery Laws.

**25. FINANCING.** X may secure any financing it deems appropriate for the Deliverables and if applicable, such financing parties will be third party beneficiaries under this purchase order.

**26. WAIVER/AMENDMENT.** No provision of this purchase order will be deemed waived or amended and no breach or default excused unless the waiver or amendment is in writing and signed by the party issuing it. Any obligations, which by their nature survive beyond the performance, termination or expiration of this purchase order, will remain in full force and effect. X's rights and remedies hereunder are in addition to any other legal or equitable rights and remedies available to X.

**27. SEVERABILITY.** If any provision contained in the purchase order is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of this purchase order and this purchase order will be construed as if such invalid or unenforceable provision had not been contained herein in that jurisdiction.

**28. MISCELLANEOUS.** No other document provided by Supplier, including Supplier's quotation and acknowledgement forms, will be part of this Purchase Order, even if referred to, unless specifically agreed to by X as evidenced by documentation executed by the parties. This Purchase Order may not be supplemented, modified or governed by any shrink-wrap or click-wrap agreement or any confirmation, acknowledgment, or other sales or shipping form of Supplier unless X first agrees in writing that is not an electronic communication to be bound by such purported agreements. Any modification to this Purchase Order must be in writing duly authorized by X.

**29. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE.** Supplier hereby acknowledges and attests that it understands and complies with all federal, state, and local laws and ordinances that touch upon and concern unlawful discrimination in recruitment and hiring. In particular, Supplier agrees that it does not and shall not discriminate on the basis of race or color; religion; national origin or ancestry; physical disability; mental disability; medical condition; marital status; sex or sexual orientation; age; pregnancy or childbirth; or any other classification protected by law.

**30. APPLICABLE LAW** The laws of British Columbia will govern interpretation of this purchase order, and the parties submit to the jurisdiction of the British Columbia courts.