

## PURCHASE ORDER TERMS AND CONDITIONS

This Agreement is made between the supplier named in the Purchase Order (“**Supplier**”) and one of DISH Purchasing Corporation, DISH Wireless Leasing L.L.C., DISH Wireless Retail Purchasing L.L.C., or other DISH Affiliate, that, in any case, is named in the Purchase Order issued to Supplier (“**DISH**”). The Parties agree to be bound by all terms and conditions contained in these Purchase Order Terms and Conditions (these “**Terms and Conditions**”), all of which are a part of each purchase order issued to Supplier by DISH (the “**Purchase Order**,” and together with these Terms and Conditions, this “**Agreement**”). DISH and Supplier may be referred to in this Agreement individually as a “**Party**” and, together, as the “**Parties**.” “**Affiliate**” means, with respect to a Party, any person or entity directly or indirectly controlling, controlled by, or under common control with such Party.

**1. OFFER.** The Purchase Order is DISH’s offer to buy the products and/or services set forth in the Purchase Order (“**Products**”) in accordance with these Terms and Conditions. DISH may, in its sole and absolute discretion, for any reason or no reason, modify or revoke the Purchase Order (without any liability, obligation, cost or expense to DISH) at any time prior to acceptance by Supplier in accordance with Section 2 of these Terms and Conditions. The Purchase Order may not be accepted by Supplier after the earlier of: (a) the date DISH notifies Supplier of revocation of the Purchase Order; and (b) the date that is thirty (30) days after the date the Purchase Order is issued.

**2. ACCEPTANCE BY SUPPLIER.** Supplier shall indicate acceptance of this Agreement by signing the Purchase Order, by acknowledging acceptance in writing, by electronic acceptance via electronic data interchange or other method selected by DISH, or by delivering the Products to DISH. By accepting the Purchase Order, Supplier agrees to all of the terms and conditions of this Agreement. Any proposed modifications to this Agreement by Supplier (including, without limitation, different or additional terms, whether contained in Supplier's sales forms, oral or written quotes, acknowledgements, invoices, click-through agreements, communications or otherwise) shall be considered material and are hereby expressly rejected. Acceptance of the Products, payment or any inaction by DISH shall not constitute DISH’s consent to or acceptance of any terms and/or conditions not contained in this Agreement, all of which are hereby expressly rejected. The Purchase Order is expressly limited to, and expressly conditioned upon, Supplier's acceptance of this Agreement. Notification of objection to and rejection of any and all different or additional terms in any response to this offer from Supplier is hereby given and receipt thereof is acknowledged by Supplier. DISH may modify, replace or update these Terms and Conditions at any time and from time to time. It is Supplier’s responsibility to ensure that it has reviewed and is familiar with the Terms and Conditions in effect as of the time that DISH issues a Purchase Order. Supplier can review the Terms and Conditions at <https://www.dish.com/po>. Supplier will be bound by the Terms and Conditions in effect as of the time DISH issues the Purchase Order.

**3. STATEMENT OF ACCOUNT.** Payment will be made on undisputed invoices or statements in accordance with the Purchase Order; provided, however, that if payment terms are left blank, DISH shall have sixty (60) days following the later of DISH's receipt of the Products and DISH’s receipt of an invoice for the Products to pay amounts due under the Purchase Order. DISH shall be entitled to withhold payment without losing any applicable discount or other privileges in the event of Supplier errors including, without limitation, delays in receiving statements or invoices, and any errors or omissions on such statements or invoices. Notwithstanding anything to the contrary in this Agreement, DISH’s payment obligation is conditioned upon Supplier’s full and faithful performance in accordance with this Agreement. Payment may be made by business check or any other method that DISH may, in its sole and absolute discretion, determine.

**4. DEDUCTIONS AND SETOFF.** Any sums payable to Supplier shall be subject to any and all claims and defenses of DISH, whether arising from this Agreement or any other transaction or occurrence, and DISH may setoff and deduct against any such sums all present and future indebtedness of Supplier to DISH.

**5. PRICES AND FEES.** The Purchase Order may not be filled at higher prices than shown on the Purchase Order. The fees set forth in the Purchase Order shall be the only fees payable by DISH with respect to the Purchase

Order, unless otherwise agreed by the Parties in a signed writing. Supplier represents and warrants that any and all prices in the Purchase Order are as low as any price, taking into account any and all discounts, items provided without charge, or other benefits provided to the relevant customer, given by Supplier to any other customer for like material up to the date of shipment.

**6. DELIVERY OF PRODUCTS.** Time is of the essence with respect to Supplier's performance under the Purchase Order. The Products shall be delivered on or before the close of business on the day specified in the Purchase Order (the "**Delivery Date**") or according to the schedule set forth in the Purchase Order (the "**Delivery Schedule**"). Supplier shall immediately notify DISH of any anticipated delay in the delivery of the Products. If Supplier fails to deliver all of the Products set forth in the Purchase Order by the Delivery Date or in accordance with the Delivery Schedule: (a) such failure shall constitute a material breach of this Agreement; and (b) DISH may, in DISH's sole and absolute discretion: (i) terminate the Agreement in accordance with Section 15; (ii) purchase substitute Products elsewhere and charge Supplier for any additional costs and expenses incurred relating to the purchase of such substitute Products (including, without limitation, any additional costs and expenses relating to expedited shipping); and/or (iii) return the Products to Supplier for full credit or refund of the purchase price, and charge Supplier for the costs and expenses of any incurred inbound and outbound freight and for any reasonable handling, storage and inspection charges. Partial acceptance of the Products shall not bind DISH to accept any future shipments nor deprive DISH of the right to return Products already accepted or limit DISH's rights and/or remedies with respect to any undelivered or non-conforming Products.

**7. SHIPPING AND INVOICING.** Unless otherwise set forth in the Purchase Order, Supplier shall, within twenty-four (24) hours after any shipment: (a) render invoices showing DISH's Purchase Order number, release number, sales order number, part number and weight; (b) render separate invoices for each shipment; and (c) send all invoices to DISH at the email address shown in the Purchase Order to the attention of DISH's accounting department. DISH shall have no obligation to make payment on any invoice delivered to DISH more than ninety (90) days after shipment of the Products or, if the Products are services, completion of such services. The price set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling and shipping, unless otherwise specified in the Purchase Order. If prepayment of transportation charges is authorized in the Purchase Order, Supplier shall include the transportation charges as a separate line item on the invoice stating the name of the carrier used and method of shipment. Extra freight and/or cartage charges resulting from routing differing from DISH's instruction will be charged to Supplier's account and will not be paid or reimbursed by DISH. No substitutions of Products shall be made without prior written authorization of DISH. Supplier shall make no package quantity change to the Purchase Order without prior written authorization from DISH.

**8. PACKAGING AND TRANSPORTATION.** Unless otherwise specified in the Purchase Order, Products are purchased DDP, Incoterms 2020, to the destination specified in the Purchase Order. Products shall be suitably packed to prevent damage from transportation and weather and in a manner that minimizes transportation costs and in accordance with requirements of the carrier. Supplier shall include a shipping receipt, packing list and bill of lading with all Products shipped showing: (a) DISH's order number; (b) item number, if applicable; and (c) description of the Products. DISH's count and/or weight shall be final and conclusive on shipments not accompanied by packing lists. Supplier shall separately send copies of those shipping receipts and bills of lading to DISH on the date the Products are shipped. Supplier shall have the sole responsibility to file any claim(s) with the carrier for damaged or missing Products and DISH shall have no liability or responsibility if Supplier is unable to obtain full compensation for any loss arising from such claim(s).

**9. INSPECTION OF PRODUCTS.** DISH reserves the right to inspect the Products and reject defective and/or non-conforming Products and shipments. DISH shall not be liable for any payment to Supplier if DISH rejects the Products. DISH, in its sole and absolute discretion, may, at any time within thirty (30) days following DISH's receipt of the Products, reject all or any portion of the Products or shipment if it determines that any Products are defective or nonconforming or if a shipment is incomplete and/or otherwise fails to conform to the Purchase Order. Payment for the Products provided under the Purchase Order shall not constitute acceptance thereof. DISH shall not be deemed to

have accepted delivery of the Products contained in a particular shipment upon providing its signature to the carrier delivering such shipment. If DISH rejects any non-conforming Products or shipment: (a) failure to deliver conforming Products or a conforming shipment, as the case may be, shall constitute a material breach of this Agreement; and (b) DISH may, in DISH's sole and absolute discretion: (i) terminate the Agreement in accordance with Section 15; (ii) purchase substitute Products elsewhere and charge Supplier for any additional costs and expenses incurred relating to the purchase of such substitute Products (including, without limitation, any additional costs and expenses relating to expedited shipping); and/or (iii) return all Products, some or all of any excess Products shipped or the non-conforming portion of the Products shipped to Supplier for full credit or refund of the purchase price and charge Supplier for the costs and expenses of any incurred inbound and outbound freight and any reasonable handling, storage and inspection charges. Partial acceptance of the Products shall not bind DISH to accept any future shipments nor deprive DISH of the right to return Products already accepted or limit DISH's rights and/or remedies with respect to any undelivered or non-conforming Products. DISH assumes no liability for material produced, processed or shipped in excess of the amount specified in the Purchase Order.

**10. SUPPLEMENTAL SUPPLIER DOCUMENTS; QUALITY CONTROL.** DISH may, at any time and from time to time, provide Supplier with certain documents relating to the manufacture and supply of products to DISH, which may include, without limitation, quality control procedures and requirements, shipping and packing instructions, product and packaging labeling requirements and brand guidelines (collectively, "**Supplemental Supplier Documents**"). These are often distributed to DISH suppliers during the onboarding process. Supplier agrees to comply with any and all requirements of the Supplemental Supplier Documents and acknowledges and agrees that the Supplemental Supplier Documents may be updated, replaced or superseded at any time and from time to time. If any Supplemental Supplier Document sets forth acceptable quality limit ("**AQL**") standards for the maximum rate of failures or defects in Products or any similar requirements ("**AQL Standards**"), Supplier agrees to comply with such requirements. In addition to any rights and remedies set forth in any Supplemental Supplier Document or that DISH may have at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved, if any Product(s) supplied to DISH by Supplier fail to meet any applicable AQL Standards set forth in any Supplemental Supplier Document, Supplier shall, in DISH's sole and absolute discretion, either: (a) refund to DISH all amounts paid under this Agreement and arrange, at Supplier's sole cost and expense, the return of all (or any portion of) Products delivered under this Agreement within 30 days following DISH's election of such refund; or (b) promptly provide DISH, at Supplier's sole cost and expense, replacement Products for any Products affected by or susceptible to the relevant failure or defect.

**11. CHANGES.** If the Products are to be specifically manufactured in accordance with DISH's specifications, DISH may make changes to such specifications at any time before the shipping date specified in the Delivery Schedule. If DISH provides Supplier with revised specifications, Supplier shall promptly notify DISH, in writing, of any necessary equitable adjustments in price or time for performance from that specified in the Purchase Order resulting from such change. If no adjustments are required, Supplier will so notify DISH in writing, and will manufacture the Products in accordance with such revised specifications. If adjustments in price or time for performance are required, then DISH may, in DISH's sole and absolute discretion, agree to such adjustments by delivering to Supplier a revised Purchase Order reflecting such adjustments, which revised Purchase Order shall supersede and replace the original Purchase Order in its entirety with respect to those Products required to be manufactured in accordance with such changed specifications. If adjustments are required and DISH does not agree to such adjustments in writing, no such adjustments to the Purchase Order nor changes to the specifications will take effect.

**12. WARRANTY.** Supplier represents and warrants that any Products provided under the Purchase Order shall: (a) be of merchantable quality and free of defects in design, workmanship and materials; (b) conform in all respects with any and all foreign, national, federal, state, local or other applicable laws, orders, rules, regulations and other binding requirements of any competent governmental or quasi-governmental authority ("**Laws**"); (c) not violate, infringe, misappropriate or encroach upon DISH's or any third-party's personal, contractual, proprietary or intellectual property rights, including, without limitation, patents, trademarks, copyrights, rights of privacy or trade secrets; (d)

conform to all of DISH's specifications that have been delivered to Supplier, which DISH may change at any time and from time to time in accordance with this Agreement; and (e) be new and not refurbished or reconditioned, and shall not contain any used, refurbished or reconditioned parts or components, unless expressly agreed in writing by DISH. Supplier further represents and warrants that: (i) it will devote adequate resources to meet its obligations under the Purchase Order; (ii) if DISH was, or at any time is, shown any sample of the Products, the Products shipped will be of equal or superior quality thereto; (iii) it owns all right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property Laws, in and to, or has licensing rights to (with the right to sublicense), any and all software programs and other information and technology provided pursuant to the Purchase Order (whether included or incorporated in the Products or otherwise); (iv) DISH shall have good and marketable title to all Products (including, without limitation, any and all components thereof) provided pursuant to the Purchase Order, free of all liens and encumbrances and other restrictions, and that no licenses are required for DISH to use the Products other than that granted in this Agreement and that no royalties, license fees or other amounts are or will become due by DISH to third parties in connection with sale and/or use of the Product; and (v) any services provided under the Purchase Order shall be performed in a professional and workman-like manner by qualified personnel in accordance with DISH's specifications, published documentation, industry standards and applicable Laws. To the extent that the Products consist of or contain software, Supplier represents and warrants that: (A) any software provided by Supplier does not, and will not, contain any program, information, code or commands, including, without limitation, viruses, bombs, worms, backdoors or Trojan horses that: (I) cause such software or any hardware used in connection therewith, or any hardware, software or systems of DISH or any DISH Affiliate to malfunction, self-destruct or deny service; or (II) enable unauthorized access (by Supplier or any other third party) to the software, any hardware used in connection therewith, or any hardware, software or systems of DISH or any DISH Affiliate; and (B) the use of such software is not subject to licenses that require or purport to require DISH or any DISH Affiliate to publish, license or otherwise make available to any third party any of DISH's or its Affiliate's own source code, intellectual property and any modifications or derivative works thereof.

### 13. LICENSE.

(a) For any software programs and other information and technology provided pursuant to the Purchase Order, including, without limitation, any and all software programs and other information and technology included or incorporated in any Product ("**Software**"), Supplier grants DISH and its Affiliates a perpetual, non-exclusive, royalty-free, worldwide, transferable license to use such Software for the business purposes of DISH and its Affiliates and, as applicable, the successful operation, use and functionality of the Products. DISH will not, without Supplier's prior consent: (i) lease, rent, lend or sell (including, without limitation, through any timesharing or service bureau arrangement) the Software on a stand-alone basis to any party that is not DISH, an Affiliate of DISH and/or its or their employee, agent, representative or other designee; (ii) reverse engineer, reverse compile or disassemble the Software; or (iii) make more than a number of copies of the Software determined by the DISH as reasonably necessary to exercise the rights granted hereunder, which number includes, without limitation, at least one (1) copy for backup and/or archival purposes.

(b) Except as may be expressly described in the Purchase Order, Supplier shall provide to DISH any and all documentation, user guides and support services available for the Products (including, without limitation, all Software (if any)), as well as any and all bug fixes, patches, enhancements, upgrades, updates, new releases, revisions and any other corrections and/or changes to the Products and/or Software that are available to any other customers of Supplier without any obligation that DISH satisfy any additional term or condition whatsoever, including, without limitation, payment of any additional amounts.

(c) If the Products consist of or include any Software that is software as a service or other hosted services, Supplier represents, warrants and covenants that a third-party, independent, nationally-recognized U.S. certified public accounting firm with applicable knowledge and experience ("**Compliance Auditor**") has certified and attested that: (i) the security and controls of Supplier and, if applicable, any third party that operates the data centers from which the services are provided (each, a "**Data Center Operator**") are in full compliance with, at a minimum, the "Type 2" "Statement on Standards for Attestation Engagements No. 18" attest standard, as amended from time to time ("**SSAE**

18”); (ii) Supplier has provided DISH with a true and complete copy of the most recent SSAE 18 Compliance Auditor report for each Data Center Operator as of the date of Supplier’s acceptance of the Purchase Order; (iii) Supplier shall ensure each Data Center Operator will continue to be in full compliance with, as applicable, “Type 2” requirements of SSAE 18 at all times during the effective period of the Purchase Order; and (iv) Supplier shall cause, and shall ensure that each of the Data Center Operators causes, a Compliance Auditor to perform an SSAE 18 review on at least an annual basis, and shall provide a true and complete copy of the report received from such review (the “**SSAE 18 Report**”) to DISH within fifteen (15) days after Supplier’s receipt of such report. The SSAE 18 Report(s) shall be available on an annual basis each calendar year during the effective period of the Purchase Order; provided, however, that if Supplier or the Data Center Operators change the date on which it performs such SSAE 18 Report, then Supplier shall notify DISH at least thirty (30) days’ prior to any such change. The SSAE 18 Report will cover the Data Center Operators’ processes and operations in general, and if DISH requests a DISH-specific SSAE 18 Report, then DISH will reimburse Supplier for its reasonable third-party out-of-pocket expenses to obtain such report prepared by the applicable Data Center Operator.

**14. NO COMMITMENT; NON-EXCLUSIVITY.** Supplier hereby acknowledges and agrees that: (a) this Agreement does not confer any exclusive rights upon Supplier; (b) DISH and its Affiliates may procure any goods or services, including, without limitation, any goods or services that are the same as or similar to the Products provided pursuant to this Agreement, from any third party without any liability to and without giving notice to or obtaining the consent of Supplier; and (c) except as expressly set forth in the Purchase Order, nothing in this Agreement constitutes a guarantee by DISH of any minimum amount of payments, income, revenue or other economic benefit in any form whatsoever. If the Purchase Order covers Products that are intended to be purchased and/or delivered over a given period of time in quantities to be determined following issuance of the Purchase Order (e.g., a blanket purchase order), then, unless specifically designated as a guarantee, the dollar amount set forth in the Purchase Order is intended to serve as a ceiling dollar amount (i.e., maximum aggregate cap under the Purchase Order) and shall not be construed as a guarantee or any minimum amount of payments to Supplier.

**15. TERMINATION.** DISH reserves the right to cancel the Purchase Order, or any part thereof, if: (a) Supplier defaults, breaches or fails to perform any of its obligations; (b) Supplier becomes insolvent or proceedings are instituted by or against Supplier under any provision of any federal or state bankruptcy or insolvency Law; (c) Supplier ceases to operate in its normal course of business; or (d) DISH, in its sole and absolute discretion, delivers a termination notice to Supplier for any reason or no reason at all. Supplier shall provide DISH a refund of any amounts paid for Products not yet accepted by DISH prior to receipt of notice from DISH of termination. Supplier shall not charge or assess any form of cancellation fee or restocking fees as a result of the cancellation of the Purchase Order. Supplier shall not bring, and will not be entitled to relief for, any claims for any damages or specific performance based on cancellation of the Purchase Order. Supplier shall not be paid for any work done or Products shipped after receipt of the notice of termination, or for any costs or expenses incurred by Supplier and/or Supplier’s suppliers or subcontractors that Supplier could reasonably have avoided. Where such cancellation is through the fault of Supplier, DISH, in its sole and absolute discretion, and without waiving any of its rights and/or remedies at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved, may: (i) accept or reject the completed portion of the Purchase Order, if any; (ii) purchase substitute Products from any third party for the portion of the order that is not fulfilled, including, without limitation, any rejected portion of the Products; and (iii) charge Supplier for any additional costs and expenses incurred relating to the purchase and delivery of such substitute Products.

**16. CONFIDENTIAL INFORMATION; PERSONALLY IDENTIFIABLE INFORMATION.**

(a) The Purchase Order, and any and all information disclosed, delivered or otherwise made available by DISH, directly or indirectly, to Supplier, including, without limitation, any and all DISH Information (as defined below), data, financial, technical and non-technical, business and other information, whether oral or written, acquired, devised or developed in any manner from DISH’s or its Affiliates’ personnel or files, or as a direct or indirect result of Supplier’s actions or performance under the Purchase Order, are confidential (the “**Confidential Information**”). Unless such Confidential Information was previously known to Supplier free of any obligation to keep it confidential, or is

subsequently made public by DISH, Supplier shall not disclose any Confidential Information to any other person, or use such Confidential Information itself for any purpose other than performing under this Agreement, unless, and solely to the extent that Supplier has first obtained the written consent of DISH. Any and all information of DISH or its Affiliates, including, without limitation, any specifications, drawings, sketches, models, samples, tools, computer or other apparatus or device programs, customer data, technical or business information or other data, whether written, oral or otherwise, that is owned or controlled by DISH (the “**DISH Information**”) and that is furnished to or acquired by Supplier, related to the Purchase Order or obtained, accessed or otherwise acquired in contemplation of the Purchase Order, is, as between the Parties, DISH’s Confidential Information and the sole and exclusive property of DISH, and DISH shall retain any and all right, title and interest to such DISH Information.

(b) If Supplier collects, processes, stores or otherwise comes into possession of any Personally Identifiable Information (as defined below) in connection with its performance under this Agreement, then Supplier shall: (i) process such Personally Identifiable Information only on behalf of and solely for the benefit of DISH and DISH’s Affiliates; (ii) hold such Personally Identifiable Information in strict confidence and limit access to those of Supplier’s personnel who have a need to know the Personally Identifiable Information to perform under this Agreement and who have agreed in writing to hold such information in confidence; (iii) not transfer Personally Identifiable Information outside the United States without the explicit written consent of DISH; (iv) unless agreed to in writing by DISH, not share, transfer, disclose or otherwise provide access to any Personally Identifiable Information to any third party, or contract any of its rights or obligations concerning Personally Identifiable Information to a third party; and (v) comply with: (A) all applicable Laws relating in any way to the privacy, confidentiality or security of Personally Identifiable Information; (B) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (C) any written requirements of DISH relating in any way to the privacy, confidentiality and security of Personally Identifiable Information. “**Personally Identifiable Information**” means information that can be used on its own or with other information to identify, contact or locate a single person. Personally Identifiable Information includes, without limitation, name, address, telephone or mobile phone number, email address, Social Security number, driver’s license number, date of birth, age, gender, race, ethnicity, payment card account information, account number and medical information.

**17. RETURN OF RECORDS.** If this Agreement is terminated for any reason or expires, or at any time upon DISH’s written request, Supplier shall, at its sole cost and expense and within a reasonable time (and in no event more than sixty (60) days following such termination, expiration or request), return to DISH or, at DISH’s request, destroy and, in the case of digital or other recorded manifestations of such information, permanently erase, all copies of Confidential Information (including, without limitation, DISH Information), whether in written, graphic, electronic, digital or any other form. At DISH’s request, Supplier shall promptly certify in writing that Supplier has returned or destroyed and permanently erased, as applicable, all such Confidential Information.

**18. ADVERTISING.** Supplier shall not use any DISH trade name, trademark, service mark, logo, insignia, symbol or any simulation thereof (each, a “**DISH Mark**”), or any code, drawing or specification (each, an “**Identification**”) of DISH or its Affiliates, in its advertising or promotional efforts without DISH’s prior written consent, which may be withheld in DISH’s sole and absolute discretion, for any reason or no reason. Supplier agrees to remove any DISH Mark or Identification prior to any sale, use or disposition of material or equipment rejected or not purchased by DISH, and shall indemnify, defend and hold DISH and its Affiliates harmless from and against any claim arising out of Supplier’s use of any DISH Mark or Identification.

**19. ASSIGNMENT AND SUBCONTRACTING.** Supplier may not assign the Agreement, or any portion of the Agreement, without DISH’s prior written consent. Supplier agrees to obtain DISH’s approval before subcontracting the Purchase Order, or any portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw material. Supplier shall be fully responsible and liable for any and all acts and omissions of a subcontractor on the same basis as if the same were an acts or omissions of Supplier itself. Any attempted assignment or delegation in contravention of this Section 19 shall be void and ineffective.

**20. DISH OWNED OR FURNISHED MATERIAL.** Supplier assumes complete liability for any DISH-owned or DISH-furnished tools, articles and materials, unless furnished to Supplier on a charge basis, in connection with the Purchase Order. Supplier shall pay DISH the cost for repair or replacement of all such tools, articles and materials damaged, destroyed, lost or not otherwise satisfactorily accounted for. Title to the aforementioned DISH-owned or DISH-furnished tools, articles or materials shall at all times remain in DISH. Supplier is and shall be an express bailee for the sole benefit of DISH of all such tools, articles and materials.

**21. PURCHASE FOR RESALE.** Supplier acknowledges and agrees that: (a) the Products purchased by DISH are for resale to one or more of DISH's Affiliate(s); (b) Supplier may not charge or collect sales tax from DISH; and (c) all terms and conditions of the Purchase Order will be fully enforceable by the Affiliate(s) to which DISH reallocates the Products as if such entity were a party to this Agreement. Promptly following Supplier's written request, DISH shall provide Supplier resale certificates with respect to the resale of the Products.

**22. INTELLECTUAL PROPERTY RIGHTS.** When payment is made for custom, experimental, developmental or research work to be performed in accordance with requirements and/or specifications of DISH, Supplier agrees to disclose and hereby assigns (and, to the extent such assignment is not fully effective, at DISH's request shall assign), all intellectual property (including but not limited to all patents, copyrights and trade secrets) resulting therefrom free from any additional obligation to Supplier. Supplier shall fully cooperate with DISH in applying for and securing in the name of DISH any intellectual property protection or other evidence of ownership with respect to any and all such intellectual property in each country in which DISH may desire to secure protection. Promptly following DISH's request, Supplier shall execute (and cause Supplier's employees and former employees to execute) all documents presented to Supplier or any of Supplier's employees or former employees for signature to enable DISH to secure such protection and legal title in such intellectual property. All proprietary rights embodied in design, tools, patterns, molds, drawings, information, data, equipment and schematics supplied by DISH under the Purchase Order are reserved and their use is restricted to the work to be performed thereunder.

**23. LOGOS AND TRADEMARKS.** To the extent the Purchase Order authorizes Supplier to use any DISH Marks, or DISH otherwise authorizes such use in writing, DISH hereby licenses and grants to Supplier a revocable, non-exclusive, non-assignable, non-sublicensable limited right to use the applicable DISH Marks for the express purpose set forth in such Purchase Order or writing; provided that, in each instance, any such use of any DISH Mark: (a) is expressly subject to DISH's prior written approval which DISH may revoke or deny at any time in its sole and absolute discretion, for any reason or no reason; and (b) shall conform to DISH's brand guidelines, which Supplier shall request from DISH prior to any use. Supplier acknowledges and agrees that the DISH Marks are the exclusive property of DISH and its Affiliates and that Supplier has not and will not acquire any proprietary rights in the DISH Marks by reason of this Agreement or otherwise. Except as provided in this Agreement, Supplier shall at no time adopt or use, without DISH's prior written consent, any variation of the DISH Marks or any work or mark likely to be similar to or confused with any of the DISH Marks. Any and all goodwill arising from Supplier's use of the DISH Marks shall inure solely to the benefit of DISH. Supplier will not issue any press releases concerning this Agreement and/or the relationship of the Parties hereto without the prior written consent DISH.

**24. INDEMNIFICATION.** Supplier shall indemnify, defend and hold harmless DISH and DISH's past and present direct and indirect parents, subsidiaries and Affiliates, the predecessors, successors and assigns of each of the foregoing persons and entities, and the past and present owners, agents, directors, officers, employees, shareholders, members, representatives, attorneys, insurers, guarantors, successors and assigns of all of the foregoing persons and entities ("**DISH Indemnitees**") from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("**Claims**") that directly or indirectly arise out of, are related to and/or are incurred in connection with: (a) Supplier's negligence or willful misconduct; (b) Supplier's acts or omissions that cause DISH and/or DISH's Affiliates to violate any applicable Law; (c) Supplier's breach of any representation, warranty, covenant or other provision of this Agreement; (d) the failure of Supplier to comply with, or any actual or alleged violation of, any Law; (e) any Claim brought by Supplier's

personnel, including, without limitation, Claims for compensation and/or damages arising out of the expiration or termination of this Agreement; (f) all purchases, contracts, debts and/or obligations between Supplier and any third party; (g) any Claim alleging that the Products, in whole or in part, misappropriate, violate or in any way infringe upon any third party's trade secrets, proprietary information, trademark, copyright, patent, non-disclosure, privacy, publicity or any other intellectual property right; and/or (h) death, injury or harm to any person or damage to property arising from the Products and/or use of the Products.

**25. INDEMNIFICATION PROCEDURES.** DISH must give notice of the Claim to Supplier. Supplier shall have the right to select counsel (subject to DISH's approval, not to be unreasonably withheld), direct the litigation and negotiate a settlement; provided, however, that no such settlement or disposition shall impose any obligation whatsoever on DISH that is not wholly discharged or dischargeable by Supplier, and shall not impose any condition or obligation on DISH other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of Supplier, provided further that any settlement will be subject to the prior written approval of DISH. If Supplier: (a) fails to notify DISH of Supplier's intent to take any action within ten (10) days following receipt of a notice of a Claim; or (b) fails to proceed in good faith with the resolution of the Claim, then: (i) DISH may, with prior written notice to Supplier and without waiving any rights to indemnification, defend or settle the Claim without the prior written consent of Supplier; and (ii) Supplier shall reimburse DISH on demand for any and all damages, costs and expenses incurred by DISH in defending or settling such Claim.

**26. INSURANCE.**

(a) Supplier shall maintain and cause Supplier's subcontractors to maintain: (i)(A) during Supplier's performance of the Purchase Order, worker's compensation insurance as prescribed by the Law of the state or nation in which the Products are produced and delivered with limits of not less than required by statute, and (B) during Supplier's performance of the Purchase Order, employer's liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence; (ii) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least one million dollars (\$1,000,000.00) for each occurrence or the amount required by applicable law, if higher; and (iii) during Supplier's performance of the Purchase Order and for a period of three (3) years thereafter, commercial general liability ("CGL") insurance, including: (A) blanket contractual liability and broad form property damage, with limits of at least: (I) one million dollars (\$1,000,000.00) per occurrence if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is equal to or less than ten million dollars (\$10,000,000.00); or (II) two million dollars (\$2,000,000.00) per occurrence if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is more than ten million dollars (\$10,000,000.00); and (B) Products and completed operations coverage in the amount of: (I) five millions dollars (\$5,000,000.00) if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is equal to or less than ten million dollars (\$10,000,000.00) or (II) ten million dollars (\$10,000,000.00) if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is more than ten million dollars (\$10,000,000.00). If the Products include services, Supplier shall maintain and cause Supplier's subcontractors to maintain during, Supplier's performance of the Purchase Order and for a period of three (3) years thereafter, errors & omissions insurance with limits of: (A) one million dollars (\$1,000,000.00) per occurrence if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is equal to or less than ten million dollars (\$10,000,000.00); or (B) five million dollars (\$5,000,000.00) per occurrence if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is more than ten million dollars (\$10,000,000.00). If Supplier collects, creates, receives, stores, processes, transmits, acquires access to or otherwise comes into possession of Sensitive DISH Data (as defined below) through the Products or otherwise, then Supplier shall maintain and cause Supplier's subcontractors to maintain, during Supplier's performance of the Purchase Order and for a period of three (3) years thereafter, cyber liability insurance with limits of: (y) one million dollars



(\$1,000,000.00) per occurrence if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is equal to or less than ten million dollars (\$10,000,000.00); or (z) two million dollars (\$1,000,000.00) per occurrence if the total amount of this Purchase Order and all other Purchase Orders issued to Supplier within the twelve (12) month period prior to the date of this Purchase Order is more than ten million dollars (\$10,000,000.00). “**Sensitive DISH Data**” means any of DISH’s Confidential Information that falls into one of the following categories: (1) Personally Identifiable Information of any employee, customer of or subscriber to services of DISH or any DISH Affiliate; (2) any data or information collected, created, received, stored, processed, transmitted and/or otherwise developed or generated in connection with use of the Products (e.g., without limitation, equipment records, usage data, statistics and/or customer information, whether stripped or scrubbed of Personally Identifiable Information or otherwise anonymized or de-identified, and whether obtained directly or indirectly from DISH, a DISH Affiliate or any other third party); (3) any non-public financial data or information, business plans, proposals, agreement(s), analyses, forecasts, predictions or projections; and (4) any proprietary technical data or information of DISH or any DISH Affiliate, including, without limitation, mechanical and electronic design drawings, specifications, source code, object code, xml schema, software, technical or engineering data, test procedures, schematics, writings, materials, methods, operations and procedures. All CGL insurance shall designate DISH, its Affiliates, and its and their officers, directors and employees as additional insureds. All such insurance must be primary and required to respond and pay prior to any other available coverage. Supplier shall provide copies of the applicable certificate(s) of insurance naming DISH as an additional insured, prior to the first shipment of Products and thereafter, upon request of DISH.

(b) Supplier agrees to procure, at Supplier’s sole cost and expense, a policy or policies of insurance in a form satisfactory to DISH wherein DISH, its Affiliates and its and their officers, directors and employees shall be named as loss payees, insuring all property on Supplier’s premises owned by DISH and/or its Affiliates against loss or damage resulting from fire (including extended coverage), malicious mischief and vandalism. Satisfactory evidence of procurement and existence in full force and effect of such insurance shall be submitted to DISH prior to the first shipment of Products and thereafter, upon request by DISH.

(c) Supplier, Supplier’s insurer(s) and anyone claiming by, through or under Supplier or on Supplier’s behalf shall have no claim, right of action or right of subrogation against DISH, its Affiliates, their officers, directors, employees and/or their customers based on any loss or liability insured against under the foregoing insurance. Supplier and Supplier’s subcontractors shall furnish any certificate(s) or adequate proof of the foregoing insurance including, when specifically requested by DISH, copies of the endorsements and insurance policies. Supplier shall notify DISH in writing at least thirty (30) days prior to cancellation of, or any change in, any policy required by this Agreement.

**27. INDEPENDENT CONTRACTORS.** Nothing contained in, or performed pursuant to, this Agreement is intended, or should be construed, as creating an agency, employee-employer, partnership or joint venture relationship for any purpose. The conduct of and control over Supplier’s business and employees shall lie solely and exclusively with Supplier.

**28. SECURITY AND ACCESS.** Supplier shall abide by DISH’s and its Affiliates’ security policies, including, without limitation, such policies regarding access to or use of DISH’s and/or Affiliates’ facilities, personal computers, computer operating systems and/or computer networks, as such policies may be updated at any time and from time to time and in DISH’s sole and absolute discretion. Supplier warrants that, at all times during this Agreement and for so long as Supplier possesses or has access to Confidential Information (including, without limitation, DISH Information), Supplier’s personal computers, computer operating systems and computer networks will be protected by the most current version of an industry recognized, anti-virus software application that is at least as protective as DISH’s then-current anti-virus software application.

**29. SECURITY INCIDENT.** If any DISH data (including, without limitation, any DISH Confidential Information) has been accessed, processed, used, transmitted or destroyed in a manner not authorized by this Agreement or otherwise approved by DISH in writing (each, a “**Security Incident**”), then Supplier shall immediately notify DISH

of such Security Incident. Supplier covenants to promptly: (a) conduct an audit to determine the cause of the Security Incident; (b) provide DISH with a written report describing in reasonable detail the cause of the Security Incident; (c) take all actions necessary to prevent future Security Incidents and describe such actions to DISH in writing; and (d) cooperate with DISH, and pay for all costs and expenses associated with, any associated damage mitigation efforts. For the avoidance of doubt, Supplier's compliance with the terms and conditions of this Section 29 are in addition to and not in lieu of any other rights and/or remedies DISH may have at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved.

**30. REMEDIES.** The rights and remedies provided in this Agreement in case of default or breach by Supplier are cumulative and shall not affect in any manner any other rights and/or remedies that DISH may have by reason of such default or breach at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved. Supplier agrees that any breach of this Agreement is likely to cause irreparable harm to DISH, and in the event of any actual or threatened breach of this Agreement by Supplier, that DISH shall be entitled to equitable relief.

**31. AUDIT.** Supplier shall maintain at its principal place of business complete and accurate books and records regarding its performance of its obligations under and compliance with the terms and conditions of this Agreement, including, without limitation, financial records and shipping information and records. DISH shall have the right, upon two (2) days' prior written notice, to review, audit and make copies of Supplier's books and records for the purpose of determining Supplier's compliance with this Agreement. DISH shall be entitled to conduct an audit regardless of the existence of any claim, dispute, controversy, mediation, arbitration or litigation between the Parties. Any audit under this Section 31 shall be conducted by DISH or its representative(s) at Supplier's offices during normal business hours. If an audit reveals that Supplier has miscalculated any item affecting amounts paid to Supplier resulting in an overpayment by DISH, Supplier agrees to: (a) repay to DISH the amount of any overpayment together with interest thereon at the highest rate allowed by Law computed from the date of the overpayment; and (b) pay all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and accountants' fees incurred by DISH in connection with its audit and with enforcing the collection of such amounts.

**32. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any delay or non-performance by reason of act of God, fire, explosion, flood, windstorm, earthquake, trade embargoes, governmental regulations, war, civil unrest, satellite launch delays or any other unforeseen cause beyond such Party's reasonable control (a "**Force Majeure Event**"). The Party whose performance is affected will use commercially reasonable efforts to develop a mutually acceptable work around plan in an attempt to minimize the impact of the Force Majeure Event. If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party, stating the nature of the Force Majeure Event and any action being taken to avoid or minimize its effect. The Party affected by the other Party's delay or inability to perform may elect to: (a) suspend performance under this Agreement for the duration of the Force Majeure Event, and: (i) at its option, buy, sell, obtain or furnish the Products elsewhere and deduct from any commitment under this Agreement to buy, sell or furnish the quantity of Products: (A) bought, sold, obtained or furnished elsewhere; and (B) for which the Party so affected has made commitments during the period the Force Majeure Event prevented or delayed performance to buy, sell, obtain or furnish Products elsewhere; and (ii) once the Force Majeure Event ceases, resume performance under this Agreement with an option for the affected Party to extend the period of this Agreement up to the length of time the Force Majeure Event endured; and/or (b) when the delay or non-performance continues for a period of at least fifteen (15) days, terminate, at no charge and without further obligation or liability, this Agreement or the part of it relating to Products not already provided and accepted. Unless written notice is given within forty-five (45) days after the affected Party is notified of the Force Majeure Event, clause (a) shall be deemed selected. Notwithstanding the foregoing, if Supplier is obligated to supply Products under this Agreement and DISH is delayed from purchasing or receiving the Products due to a Force Majeure Event affecting DISH, Supplier shall not be excused from its obligation to supply such Products if it has sufficient Products available to meet its commitment to DISH despite any commitments it made during the period DISH is affected by the Force Majeure Event to supply Products to any third parties.

**33. COLORADO CONTRACT AND JURISDICTION.** This Agreement shall be construed and enforced under the Laws of the State of Colorado, with the sole exception of its conflict of law or other Laws to the extent that such Laws would require the application of the Laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**34. JURISDICTION AND VENUE.**

(a) US Company. If Supplier is a US Company (as defined in Section 34(c)iii), Supplier hereby consents that any and all disputes, controversies or claims arising from, relating to or in connection with this Agreement, including, without limitation, its validity, its terms and provisions, the rights and duties of the Parties hereunder, its termination, and the rights and obligations of the Parties after its termination, shall be litigated solely and exclusively before the United States District Court for the District of Colorado. If the United States District Court for the District Court of Colorado does not have proper jurisdiction over any matter described herein, then such disputes, controversies or claims shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in the City and County of Denver, Colorado. Accordingly, Supplier hereby consents to the *in personam* jurisdiction of the United States District Court for the District Court of Colorado and, if necessary, the appropriate state court of competent jurisdiction located in the City and County of Denver, Colorado. Further, Supplier hereby waives, fully and completely, any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. Section 1404 or 1406 (or any successor statute). Notwithstanding the forgoing provisions, Supplier agrees to waive personal service of all process and hereby consents that any service of process may be made by registered or certified mail directed to the Supplier at the address provided by the Supplier for appropriate notice as set forth herein, or at the Supplier's last known address as reported to the state of incorporation, if applicable. If service of process cannot be made as otherwise agreed herein, Supplier hereby consents to alternative or constructive service of process upon the applicable state of incorporation as prescribed by applicable Laws.

(b) Non-US Company.

- i. If Supplier is not a US Company, except as set forth in this Section 34(b) with respect to injunctive relief, all disputes, controversies or claims arising from, relating to, or in connection with this Agreement, including, without limitation, its validity, its terms and provisions, the rights and duties of the Parties hereunder, its termination, and the rights and obligations of the Parties after its termination, must be resolved solely and exclusively by binding arbitration administered by the ICC in accordance with the substantive and procedural Laws governing this Agreement (as set forth in Section 33) and the Arbitration Rules, which Arbitration Rules are incorporated herein by reference in their entirety. The Parties agree, pursuant to Article 30(2)(b) of the Arbitration Rules, that the Expedited Procedure Rules will apply irrespective of the amount in dispute. Any such arbitration must be conducted in the English language in the Denver, Colorado metropolitan area, and, except as provided under the Expedited Procedure Rules, by a panel of three arbitrators appointed in accordance with the Arbitration Rules and comprised of one arbitrator appointed by each of the Parties, with the third arbitrator to be appointed by the Parties' appointees after such appointees have been confirmed by the ICC. If either Party fails to appoint an arbitrator within thirty (30) days following commencement of the arbitration, then the arbitration will proceed with only the single arbitrator appointed by the other Party. The decision of the arbitrator(s) will be final and binding on the Parties. Any award of the arbitrator(s) may be entered and enforced as a final judgment in any court having jurisdiction over any of the Parties, and the Parties expressly and irrevocably consent and waive any objection to the entry of any award in any such jurisdiction. All awards made by the arbitrator(s) must be provided to the Parties in writing. Unless the Parties otherwise agree in writing, all proceedings, pleadings, discovery (oral and written), decisions, orders, awards and judgments resulting from an arbitration hereunder will be

confidential. Notwithstanding anything to the contrary contained in this Agreement: (A) either Party may seek provisional or interim measures in accordance with the Arbitration Rules; and (B) either Party may seek injunctive relief from a court of competent jurisdiction without having to initiate an arbitration.

- ii. Service on Non-US Companies. Supplier expressly waives its right to receive service of process at the Central Authority provided under The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents (the “**Hague Convention**”). Supplier shall, at all times, maintain a registered agent for the service of process in the United States. Supplier shall notify DISH in writing of the identity, address, phone number and facsimile number of such registered agent, and shall immediately notify DISH of any changes to the agent and/or its contact information. Supplier consents to service of process on such registered agent in lieu of its right to receive service of process at the Central Authority provided under The Hague Convention.

(c) Definitions.

- i. “**Arbitration Rules**” means the ICC’s Rules of Arbitration.
- ii. “**ICC**” means the International Court of Arbitration of the International Chamber of Commerce.
- iii. “**US Company**” means an entity that: (A) has its corporate headquarters in the United States; (B) has at least twenty (20) employees or more than fifty percent (50%) of its employees working in the United States; and/or (C) has assets in the United States valued at not less than five million dollars (\$5,000,000.00).

**35. LANGUAGE.** This Agreement is written in English and English shall be the language of interpretation for this Agreement. Translations into languages other than English, if any, are for convenience only.

**36. COMPLIANCE WITH APPLICABLE LAWS.** Supplier hereby represents and warrants to DISH that none of Supplier, Supplier's Affiliates, or any of its or their subsidiaries, directors, officers, managers, partners, employees, agents, contractors, sub-contractors or representatives (whether domestic or foreign) (“**Supplier Related Party(ies)**”) shall comply at their own cost and expense with any and all applicable Laws, including, without limitation, the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in connection with its performance under this Agreement. By accepting the Purchase Order, Supplier certifies that the Products provided thereunder will be produced in compliance with any and all applicable Laws, including, without limitation, the Fair Labor Standards Act of 1938, as amended, and lawful regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof, and the Labor Management Relations Act.

**37. FOREIGN CORRUPT PRACTICES ACT.** Supplier hereby represents and warrants to DISH that no Supplier Related Party in the course of its actions in connection with this Agreement or the Products: (a) has used or will use any funds or other thing of value (whether tangible or intangible), directly or indirectly, for any unlawful contribution, gift, entertainment or other expense relating to political activity; (b) has made or will make any direct or indirect unlawful payment to, or otherwise contribute or provide any thing of value (whether tangible or intangible) to, any foreign or domestic government official or employee; or (c) has taken or will take any action that would constitute a violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations and Department of Justice interpretations thereunder (or any successor statute or regulations) (the “**FCPA**”), the U.K. Bribery Act of 2010, as amended (the “**U.K. Bribery Act**”), or any similar anti-bribery, anti-corruption or similar laws to which Supplier or any Supplier Related Party may be or become subject in any country or jurisdiction. Supplier further represents, warrants and covenants that it shall, and shall cause each Supplier Related Party to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any similar anti-bribery, anti-corruption or similar laws to which Supplier or any Supplier Related Party may be or become subject in any country or jurisdiction.

**38. EXPORT.**

(a) Supplier shall comply with all U.S. and international import, export and anti-boycott laws and regulations, to the extent applicable to Supplier, the Supplier Related Parties, or its or their performance under this Agreement, including, without limitation, the U.S. Export Administration Act as amended. Supplier shall determine, obtain, record, file and maintain, at its expense, all export and import documentation, franchises, authorizations, licenses, permits, reports and statistics and pay all associated fees required for all exports or imports under the Purchase Order.

(b) None of Supplier, any Supplier Related Party, nor any holder of any equity or similar interest (other than holders of less than one percent (1%) of the equity of a company whose equity interests are traded on a national public exchange) of Supplier or any Supplier Related Party, is listed on the U.S. government's Specially Designated Nationals list, Denied Parties List, Debarred Persons List, Unverified List or Entities List, or any similar or successor list, and is otherwise subject to, or is doing business in countries subject to, restrictions, prohibitions, sanctions or trade embargoes imposed by the United States government.

**39. HAZARDOUS SUBSTANCES.** Prior to shipment or transfer of any hazardous chemical(s) or Products containing any hazardous chemical(s), as defined by the regulations promulgated pursuant to the Occupational Health and Safety Act ("OSHA") (or any successor statute), Supplier shall provide DISH with a complete, up-to-date Safety Data Sheet and shall properly mark such hazardous chemical(s) with a label satisfying the requirements of OSHA's Hazard Communication Standard (29 CFR Part 1910.1200 et seq.) (or any successor regulations). Any shipment or transfer by Supplier of any hazardous material(s) (as defined by regulations promulgated by the U.S. Department of Transportation ("DOT") and Appendix A of Federal Standard number 313A, or any successor regulations), shall be conducted consistent with the requirements of DOT regulations promulgated at 49 CFR Part 100 et seq., or any successor regulations. Any Products supplied under the Purchase Order, and the manufacture of such Products, will comply in all respects with the applicable Laws related to the pollution or protection of the environment or human health and safety, including, without limitation, the U.S. Toxic Substances Control Act of 1976, as amended (15 USC § 2601, et seq.) (or any successor statute) (the "TSCA"), if applicable, and any and all comparable foreign Laws. All Products which are chemical substances, and all chemicals and/or chemical substances contained in the Products, shall be, at the time of the sale and DISH's receipt, on the then-current list of chemical substances published by the Administrator of the Environmental Protection Agency pursuant to Section 8 of the TSCA and in compliance with all other rules and regulations of the Environmental Protection Agency. Without in any way limiting the foregoing, Supplier hereby certifies that all Products constituting or containing chemical substances subject to the TSCA (including, without limitation, substances that Supplier does not make or import) are correctly listed on the TSCA Chemical Substances Inventory, 15 USC 2601 et seq. and regulations thereunder (or any successor statute or regulations), or else comply with an exemption to such Inventory listing. Supplier shall inform DISH in advance of any TSCA restrictions known to it governing the use and disposal of the Products, including, but not limited to, any proposed or final Significant New Use Rule restrictions. The Products shall comply with California's Safe Drinking Water and Toxic Enforcement Act of 1986 (or any successor statute) ("Prop 65"). If any Product would require a notice pursuant to Section 25249.6 of Prop 65 and its related regulations if shipped to and/or sold in California, Supplier shall inform DISH in writing, identify the specific substance(s) that would require such warning, and identify the amount(s) of such substance(s) contained in the relevant Product.

**40. EQUAL OPPORTUNITY EMPLOYER.** DISH is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor Laws.

**41. CONFLICT MINERALS.** The exploitation and trade of “**Conflict Minerals**” (including, without limitation columbite-tantalite, cassiterite, wolframite and gold, which are refined into tantalum (Ta), tin (Sn), tungsten (W) and gold (Au), respectively) by armed groups is believed to be helping to finance conflict in the Democratic Republic of the Congo (“**DRC**”) and its adjoining countries and contributing to an emergency humanitarian crisis. By enacting Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Dodd-Frank Act**”), which creates new disclosure and reporting obligations for relevant SEC-reporting companies, Congress intended to further the humanitarian goal of ending the extremely violent conflict in the DRC. Supplier represents, warrants and covenants that it has, and at all times during the term of this Agreement shall have, a policy to reasonably assure that any Conflict Minerals in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the DRC or an adjoining country. Supplier shall use protocols, standards and procedures that meet or exceed the reasonable country of origin inquiry described in the Securities Exchange Commission’s regulations implementing the Dodd-Frank Act (codified at 17 C.F.R. Parts 240 and 249b) and the relevant best practices developed by industry. Supplier shall further assist DISH with any requests for information, certifications or other such similar documents as DISH may reasonably request to ensure the Products and Supplier are in compliance with this Section 41 and shall notify DISH promptly upon discovering or having reason to believe that any Products fail to comply with any representation, warranty or covenant in this Section 41. At DISH’s request, Supplier shall assist DISH in meeting the conflict minerals reporting requirements of the Dodd-Frank Act, as well as other national or international reporting regimes that may arise in the future.

**42. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DISH’S AND DISH’S AFFILIATES’ MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY DISH FOR THE PRODUCTS PURCHASED UNDER THE PURCHASE ORDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NONE OF DISH OR ANY DISH AFFILIATE SHALL BE LIABLE TO SUPPLIER FOR: (i) ANY EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT), WHETHER FORESEEABLE OR NOT; OR (ii) CLAIMS UNDER TERMINATION, PROTECTION, NON-RENEWAL OR SIMILAR LAWS, IN THE CASE OF BOTH (i) AND (ii), FOR ANY CAUSE WHATSOEVER WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE, AND EVEN IF DISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

**43. SUPPLIER CODE OF CONDUCT.** Supplier shall comply with the Supplier Code of Conduct located at <https://www.dish.com/supplier-resources>.

**44. SURVIVAL.** Upon expiration or termination of this Agreement for any reason, all further rights and obligations of DISH and Supplier shall cease, except that neither shall be relieved of any obligations hereunder that specifically survive or logically would be expected to survive or are to be performed after expiration or termination of this Agreement, including, without limitation, the provisions set forth in Sections 12 (Warranty), 13 (License), 16 (Confidential Information; Personally Identifiable Information), 22 (Intellectual Property Rights), 24 (Indemnification), 25 (Indemnification Procedures), 26 (Insurance), 27 (Independent Contractors) and 31 (Audit).

**45. SEVERABILITY.** Each provision of this Agreement will be construed as separable and divisible from every other provision, and the enforceability of any one (1) provision will not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, then such provision will be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the

greatest extent permissible the original intent of the Parties; the remaining terms and conditions of this Agreement will not be affected by such alteration, and will remain in full force and effect.

**46. HEADINGS AND INTERPRETATION.** Headings of sections of these Terms and Conditions are included for convenience only and may not be used to define, limit, extend or interpret the terms of these Terms and Conditions. Each capitalized term applies equally to both the singular and plural forms thereof. The Parties acknowledge and agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement. No course of dealing, course of performance or usage of trade may be considered in the interpretation or enforcement of this Agreement.

**47. ENTIRE AGREEMENT.** If the Parties have not entered into a separate written agreement that governs the sale and purchase of the Products subject to the Purchase Order, mutually agreed to and executed by authorized representatives of both Parties (a “**Sale and Purchase Agreement**”), then upon acceptance of the Purchase Order, this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of the Purchase Order, superseding all contemporaneous oral agreements and prior oral and written quotations, communications, agreements and/or understandings of the Parties, including, without limitation, Supplier’s sales forms, acknowledgements, invoices, click-through agreements, communications or the like, and may not be modified or rescinded except by a writing signed by both Supplier and DISH. To the extent that terms contained in the Purchase Order are inconsistent with these Terms and Conditions, the terms contained in the Purchase Order shall control. If the Parties have entered into a Sale and Purchase Agreement, then such Sale and Purchase Agreement shall govern the applicable Purchase Order and these Terms and Conditions shall not apply.