

PURCHASE ORDER TERMS AND CONDITIONS

1. ACKNOWLEDGMENT

a) This Order is Buyer's offer to Seller. **Buyer's name is set forth on the relevant purchase order and may be any one of the affiliated companies named on the Affiliate List following these Purchase Order Terms and Conditions.** Any reference to any offer to sell, quotation or proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein to the extent that they do not conflict with those contained in this Order. Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this Order shall be deemed to be incorporated herein by reference as if fully set forth.

b) By acknowledging receipt of this Order (or by shipping goods or performing the services called for by this Order), Seller agrees to the terms and conditions contained herein. It is agreed that any sales confirmation or other additional or different terms or conditions contained in any acknowledgment of this Order by Seller are waived by Seller and shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect or under any circumstances binding upon Buyer unless accepted by Buyer in writing.

2. PRICE AND PAYMENT TERMS

This Order must be billed at the prices stated on the purchase order. If no prices are stated, this Order must be billed at prices no higher than those last quoted or at the most favorable prevailing market price, whichever is lower. No price escalation may be collected by Seller unless specifically agreed to by Buyer in writing. Unless otherwise agreed to by Buyer and Seller, payment shall be due thirty (30) days from the date of Seller's invoice.

3. INVOICES

Do not deliver invoice with goods. Send invoice to the address shown on the purchase order. All shipments must be accompanied by packing slips containing description of the articles and the number of this Order. Separate invoices must be rendered on each Order and on each partial shipment made against any Order. Do not consolidate on a single invoice shipments applicable to different orders.

4. QUANTITIES

Quantities of work or materials ordered hereunder may not be changed without the prior written approval of Buyer. If the total or any portion of the shipments ordered either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return, at the risk and expense of Seller, any such shipments or portion thereof.

5. DELIVERY AND RISK OF LOSS

a) Unless otherwise specified by Buyer in writing, all goods are to be furnished f.o.b. point of destination. Seller shall ship by a reliable common carrier able to meet Buyer's delivery date. All goods will be packaged in suitable containers that provide protection against damage during shipment, handling and storage. Seller agrees to pay all excess charges and expenses resulting from failure to ship and route by cheapest way or as instructed by Buyer, and to reimburse Buyer for any such charges paid or expenses incurred by Buyer for Seller's failure to do so. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, cartage, packaging,

crating, or similar charges unless provided for in this Order or consented to in writing by Buyer.

b) Buyer reserves the right to change shipping and service schedules and to defer shipment for up to 120 days of this Order or performance of services, or any portions thereof, without liability to Seller.

c) In the event any goods are delivered or services are performed more than one (1) week prior to the delivery or completion date specified in this Order, Buyer may at its option accept or reject such goods or services. In the event of Buyer's acceptance, such acceptance shall not accelerate Buyer's obligations for payment.

6. INSPECTION AND APPROVAL

All shipments shall be received subject to Buyer's right of inspection and approval. Buyer's inspection or approval including, but without limitation, a final count of the items, which such count shall be deemed to be conclusive, shall not relieve Seller from its warranty or other obligation hereunder. Buyer reserves the right to reject all or any part of defective or substituted goods which do not conform to Buyer's specifications. Buyer may return such goods to the Seller at the Seller's risk with transportation and other incidental charges to be paid by Seller. In the event of failure by Seller to correct defects in or to replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the costs incurred by Buyer thereby or resort to any other remedy available to Buyer.

7. WARRANTIES

a) Merchantability-Use-Description. Seller expressly warrants that all goods and services covered by this Order (i) shall conform to the specifications, drawings, samples, or other descriptions upon which this Order is based and shall not include substitutions unless specifically authorized by Buyer in this Order; (ii) shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects of any nature; (iii) shall perform to the satisfaction of Buyer, and (iv) shall not infringe upon any patent, invention rights, trademark, licenses or any other rights. If tolerances are specified in this Order, Seller warrants that the goods and services shall conform to such tolerances. At Buyer's request, Seller agrees promptly to replace or correct substitutions of defects in any goods or services not conforming to the foregoing warranties, without expense to Buyer, when notified of such nonconformity by Buyer. Seller by accepting this Order acknowledges it knows of the purpose for which the goods or services ordered will be used by Buyer.

b) General. The above warranties shall be in addition to and not in limitation of any other warranties, express or implied, whether ordinarily extended by Seller or established by statute or common law, course of dealing or usage of trade or elsewhere set forth in this Order. Buyer's failure to give notice to Seller of any breach of warranty shall not discharge Seller's liability therefore so long as Buyer gives notice to Seller within a reasonable time following its discovery of such breach. All warranties, express or implied, shall run and extend to Buyer, its successors, assigns, dealers, agents, customers, and the users of its products as well as Buyer's parent company and affiliate companies.

8. BUYER'S RIGHT TO COVER

If Seller repudiates this Order or fails to make delivery within the time specified herein, time being of the essence in connection with this Order, (or, if no time of delivery has been specified, within a reasonable time after acceptance by Seller) or if Buyer rightfully rejects the goods or justifiably revokes acceptance thereof, then with respect to any and all goods involved, Buyer may pursue any remedy available, including, but without limitation, cancellation of this Order in whole or in part. In addition to recovering so much of the price as has been paid and irrespective of whether Buyer has cancelled this Order,

Buyer may “cover” and have damages as to all goods affected whether or not they have been identified to this Order. Buyer may “cover” by making, in good faith and without unreasonable delay, any reasonable purchase of or contract to purchase goods in substitution for those due from Seller. Buyer shall recover from Seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. This Order may be cancelled by Buyer without liability for breach of contract in the event of petition in bankruptcy being filed by or against Seller or in the event of the appointment of any receiver.

9. FORCE MAJEURE

Failure of Buyer to take shipments hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Buyer’s reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer’s offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer’s option, the total quantity covered by this Order may be reduced by the extent of omitted shipments, or the specified delivery period may be extended by a time equal to that during which shipments shall be so omitted and such shipments shall then be made during the period of extension.

10. INDEPENDENT CONTRACTORS

This Order is solely for the purchase of goods and/or services and does not constitute Seller, the agent, employee or subcontractor or Buyer for any purpose. Seller assumes all obligation under all social security or unemployment insurance legislation, old age benefits or workmen’s compensation laws of the United States or of any state or other governmental authority with respect to persons employed in the performance of services and/or production of the goods to be furnished under this Order.

11. LIMITATION OF LIABILITY

Buyer’s liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods or services. BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS AND/OR SERVICES. THIS IS TRUE REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF BUYER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

12. PROPRIETARY INFORMATION

Buyer’s Confidential and Proprietary Information includes, without limitation, its business plans; business strategies; marketing plans; industry and competitive information; technology, product and proposed product information; pricing and cost data arrangements and agreements with Buyer, distributors, customers, suppliers, licensors and licensees; information relating to its customer account base; information concerning employees and financial information. All such Confidential and Proprietary information shall remain the property of Buyer, shall be carefully preserved and maintained by Seller at its expense and shall be promptly returned to Buyer or satisfactorily accounted for upon completion of this Order or upon Buyer’s written demand.

Seller agrees that it shall protect and maintain the privacy and security of any Personal Data that Seller obtains or to which Seller has access, consistent with Buyer policies and in accordance with all applicable federal, state and local privacy and security laws. **“Personal Data”** means any information that refers or relates to an identified or identifiable individual, including but not limited to first and last name, home or other physical address, telephone number, e-mail address or other online contact information, Social Security number or similar governmental identifier, any biometric data, date of

birth, consumer, health, financial, or any other information relating to an individual that is combined with any of the above.

Seller will not disclose Personal Data to any third party (including, but not limited to Seller's subsidiaries and affiliates and any person or entity acting on behalf of Seller) unless with respect to each disclosure: (i) the disclosure is necessary in order to carry out Seller's obligations under this Order; (ii) such third party is bound by the same provisions and obligations set forth in this Order; (iii) Seller has received prior written consent from Buyer; and (iv) Seller shall remain responsible for any breach of the obligations set forth in this Order and any violation of any privacy or data protection law by such third party to the same extent as if Seller caused such breach or violation.

Seller shall maintain commercially appropriate and reasonable technical and organizational security measures (consistent with the type of Personal Data being processed and the services provided by Seller), which shall include physical, electronic and procedural safeguards to protect Personal Data supplied to Seller against any Data Security Breach. "**Data Security Breach**" means the loss or misuse of Personal Data, the inadvertent, unauthorized, and/or unlawful processing, disclosure, access, alteration, corruption, transfer, sale or rental, destruction, or use of Personal Data, or any other act or omission that compromises the security, confidentiality, or integrity of Personal Data. Seller will notify Buyer immediately in the event of any failure to comply with its data protection obligations, wrongful or unintentional disclosure of Personal Data, or any other Data Security Breach (but in no event later than three (3) calendar days from such breach) and, at Seller's cost and expense, assist and cooperate with Buyer concerning any disclosures to affected parties, government or regulatory bodies, and other remedial measures as requested by Buyer or as required under any applicable privacy or data protection law.

13. GOVERNMENTAL REGULATIONS

Seller warrants that all products delivered pursuant to this Order shall have been produced, sold, priced, and delivered to Buyer in compliance with all federal, state, municipal and local laws, rules, regulations, ordinances, and directions existing at the time of delivery. Seller agrees, upon request, to furnish Buyer with appropriate certificates showing such compliance. Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, corporate parents, subsidiaries and partners, and all of their agents, attorneys and employees, from and against any and all claims, demands, actions, liabilities, judgments, losses, indirect, consequential or punitive damages, expenses, costs, penalties, and fines, including attorneys' fees, for injury or alleged injury of any kind to any persons, including death, and/or for damage or alleged damage of any kind to any property arising from or in any way connected with any violation or alleged violation of any law, order or regulation.

14. CHANGES

Buyer may at any time, by written order, make changes within the general scope of this Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within thirty (30) days of receipt by Seller of the notification of change; Buyer may, if it decides that the facts justify such action, receive and act upon any such claim asserted at any time prior to final payment under this Order;

provided, however, that nothing in this clause shall excuse Seller from proceeding with this Order as changed.

15. WAIVER-MODIFICATIONS

Any failure of Buyer to enforce or require strict performance by Seller of any terms or conditions of this Order shall not constitute a waiver thereof by Buyer, and Buyer may at any time avail itself of the remedies Buyer may have for any breach of the terms hereof. This Order is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms set forth herein. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Order other than those specifically set forth herein. This Order shall be modified only by a writing signed by both parties or their duly authorized agents except that Buyer reserves the right unilaterally to correct any clerical or typographical errors.

16. CHOICE OF LAW

The validity, construction and enforcement of this agreement shall be determined and governed by the internal laws of the State of Illinois.

17. HOLD HARMLESS AND RELEASE

Seller hereby agrees to indemnify, defend and save harmless Buyer, its agents and employees, and any end-users against all liabilities, obligations, claims, loss, damages, fines, penalties, and expense caused or created by Seller, its subcontractors, or the agents and employees of either, whether negligent or not, arising directly or indirectly out of or incident to the performance of this Order and for injuries or alleged injuries arising out of the use by Buyer or others of the goods supplied hereunder.

Seller will defend, at its own expense, and hold Buyer harmless against any legal action brought against Buyer based on a claim that the goods or services supplied by Seller infringes a United States patent, copyright, trademark or trade secret of a third party, and Seller will pay any final judgment and all costs, damages or attorneys fees against Buyer in any such action attributable to any such claim or incurred by Buyer through settlement of such claim. Should the goods or services become, or in Seller's opinion be likely to become, the subject of any such infringement claim, Buyer shall permit Seller, at Seller's option and expense, to (i) procure for Buyer the right to continue using the goods and/or services, or (ii) replace or modify the goods and/or services so that they become non-infringing and maintain the same functionality or (iii) terminate the right to use the goods and/or services, whereupon Seller will refund to Buyer all fees paid by Buyer for such goods and/or services.

Seller agrees that, if this Order calls for any work to be done on premises owned, leased or occupied by Buyer (a) Seller shall indemnify and save harmless Buyer and the owner of such premises against any liability to subcontractors or other third persons under the mechanics, materialmen, labor or other applicable lien laws of the state in which the work is to be performed, and (b) the last payment called for hereunder may, at Buyer's option, be made only after Seller shall have first delivered to Buyer an executed contractor's release.

18. AFFIRMATIVE ACTION

As a condition of doing business with Buyer, Seller must be in compliance with applicable federal regulations on affirmative action implementing Executive Order 11246 as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended. Buyer and Seller hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5(a), 60-300.5(a), and 60-741.5(a), by reference if applicable. The Executive Order 13201 Employee Notice Clause set forth in 29 Code of Federal Regulations Chapter 470 is hereby incorporated by reference.

19. RIGHT OF OFFSET

Seller agrees that in the event it fails to meet any obligation relating to the provision of goods and/or service, Buyer may immediately offset any amounts due Seller against any amounts Buyer or any of its affiliates owes Seller (or Seller's affiliates) under any other Agreement. This provision shall apply regardless of the filing of any bankruptcy or receivership proceeding by Seller. For purposes of this provision, "affiliates" is defined as: 1) Any parent corporation or other controlling entity of Buyer; 2) Any subsidiary corporation or other entity controlled by Buyer; 3) Any other corporation or entity which is owned or controlled by a parent, a subsidiary, or other entity which is similarly affiliated with Buyer; and 4) Any corporation or other entity which acquires all or a substantial portion of Buyer's assets and which continues the general business conducted by Buyer.

20. TAXES

Buyer will have no responsibility for taxes based upon Seller's net income. Seller will invoice Buyer for the amounts of any taxes Seller is legally obligated to collect, and Buyer will pay such amounts to Seller upon receipt of such invoice and in accordance with Buyer's payment policy.

21. ELECTRONIC DOCUMENTS

Buyer hereby gives notice of its right to convert this Order and any related documents to electronic format and retain this Order solely in an electronic format. Buyer may provide this Order in electronic form or may provide a reproduction of the Order from its electronic copy in the event of any dispute regarding the rights and obligations of the Buyer and Seller under this Order. Buyer and Seller agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

AFFILIATE LIST

1. TELEPHONE AND DATA SYSTEMS, INC.

8410 Greenway Blvd
Middleton, Wisconsin 53562

2. TDS TELECOMMUNICATIONS CORPORATION

535 Junction Road
Madison, Wisconsin 53717

3. TDS METROCOM, LLC.

535 Junction Road
Suite 6000
Madison, Wisconsin 53717

4. SUTTLE STRAUS, INC.
1000 Uniek Drive
Waunakee, Wisconsin 53597

5. U.S. LINK, INC.
200 Second Street
Pequot Lakes, Minnesota 56472

6. UNITED STATES CELLULAR CORPORATION
8410 West Bryn Mawr
Chicago, Illinois 60631