

SPECIFIC TERMS AND CONDITIONS – ENVIRONMENTAL SERVICES

The terms and conditions set forth in this Specific Terms and Conditions - Environmental Services ("Specific Terms and Conditions") supplement the Agreement between supplier of Services or Products ("Supplier") and Connect Holding II LLC d/b/a Brightspeed ("Brightspeed") and shall apply to all Suppliers engaged in the provision of Services or Products to Brightspeed and Brightspeed Affiliates that involve or are related to hazardous waste, electronic waste, HVAC, battery recycling, tank testing, asbestos, or the consignment, transfer or purchase of electronic equipment.

1. DEFINITIONS:

1.1 "**Affiliates**" means all entities that Control, are Controlled by, or are under common Control with Supplier or Brightspeed, where "**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of at least fifty percent (50%) of its voting securities, by contract, or otherwise. Brightspeed "Affiliates" are limited to subsidiaries under the direct and indirect Control of Brightspeed.

1.2 "**Agreement**" means the master services agreement between Supplier and Brightspeed, and all exhibits thereto, Products and Services documentation, all applicable Orders, and any other contract between Supplier and Brightspeed that references the Supplier Portal.

1.3 "**Hazardous Materials**" means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") or the Nuclear Regulatory Commission.

1.4 "**Loss**" or "**Losses**" means any and all causes of action, claims, demands, suits of every type and character, damages, losses, liabilities, fines, penalties and expenses, including expenses of technical personnel, reasonable attorneys' fees and expenses, litigation expenses, court costs, and consequential, indirect, incidental, special, and punitive damages.

1.5 "**Order**" means any valid statement of work, order form, or any other ordering document signed by Brightspeed (and if applicable Supplier) to purchase Products and Services.

1.6 "**Products**" means any and all goods and software specified in an Order.

1.7 "**Subcontractor**" means any entity, including without limitation any subsidiary or Affiliate, engaged by Supplier to provide Products or Services to Brightspeed under this Agreement.

1.8 "**Supplier Personnel**" or "**Personnel**" means (i) all employees, agents, contractors and/or subcontractors of Supplier, and (ii) all subcontractors' respective employees, agents and contractors who provide Products or perform the Services in connection with this Agreement.

1.9 "**Supplier Portal**" means the Brightspeed portal containing policies, terms and conditions which are applicable to Supplier and its Personnel hereunder and is located at

<https://www.brightspeed.com/ew/about/doing-business-with-brightspeed.html>.

1.10 “**Services**” means any and all services provided by Supplier to Brightspeed, including but not limited to any Professional Services, support services, implementation services, and Subscription Services. 1.11 “**Termination Assistance Services**” means the termination or expiration assistance requested by Brightspeed to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to Brightspeed or its designee.

2. INVOICES AND PAYMENTS:

2.1 Retain Payments. Brightspeed reserves the right to retain ten percent (10%) of payments otherwise due until final acceptance of the Services.

2.2 Lien Waiver; Bond. Brightspeed reserves the right, before making any payments, or at any time during the progress of the Services, to require Supplier and its Subcontractors to furnish to Brightspeed a lien waiver (in a form acceptable to Brightspeed) that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. Where Supplier fails to furnish a lien waiver, the amount of such claims, liens, and causes of action may be retained from any monies due Supplier until the waiver is furnished. Brightspeed may require the posting of a mechanic's or materialmen's lien bond relating to performance of the Services.

3. ADDITIONAL REPRESENTATIONS AND WARRANTIES:

3.1 General. Supplier represents and warrants that the Services will be consistent with industry standards, and sufficient for the stated purpose and that Supplier will supervise and direct the performance of the Services using Supplier's best skill and attention. All right, title, and interest in any materials Supplier acquires from Brightspeed for disposal or for transit shall transfer to Supplier upon receipt by Supplier.

3.2 Environmental. Supplier will use its best efforts, wherever applicable to the Order, to provide, or use when providing the Services: (a) environmentally preferable, energy-efficient Services and products (based on EPA issued guidelines); (b) Services that eliminate or reduce the generation of Hazardous Materials and the need for special material processing; (c) Services and products that promote the use of non-hazardous, recovered and recycled materials. Supplier will incorporate this section into its subcontracts that support the Services provided to Brightspeed under the Order.

3.3 Mechanic's Liens. Supplier covenants and agrees to keep Brightspeed's premises free from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of work by or on behalf of Supplier. If any such lien, at any time, is filed against Brightspeed premises, Supplier will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Supplier desires to contest such lien, it will furnish Brightspeed, within such 10 day period, security reasonably satisfactory to Brightspeed of at least 150% of the amount of the claim, plus estimated costs and interest or comply with such statutory procedures as may be available to release the lien.

4. REPORTS: Supplier will submit, on a monthly basis, or other frequency specified by Brightspeed, reports containing such information as may be reasonably requested by Brightspeed, including but not limited to a progress report for the milestones specified in the Order and cumulative amounts billed to Brightspeed under all Orders.

5. SUBCONTRACTORS: Supplier will furnish in writing to Brightspeed the names of each Subcontractor expected to be used for principal portions of the Services. Brightspeed will notify Supplier on or before 10 days after receipt of such names whether Brightspeed objects to any such proposed Subcontractor. If Brightspeed does not respond, Brightspeed will be deemed to have consented to such Subcontractor. Criteria for objection include, without limitation, the Subcontractor's financial condition, its experience, the character and number of its employees, the condition of its equipment, and its past performance of similar work. Supplier will not contract with any proposed Subcontractor to whom Brightspeed has timely objected and will submit a substitute to whom Brightspeed has no reasonable objection. Any acceptance or rejection of a proposed Subcontractor by Brightspeed will not relieve Supplier of responsibility for the Services. Supplier will not change a Subcontractor previously identified by Supplier without the permission of Brightspeed. Brightspeed will have the right, but not the obligation, to review all bids, submittals, or other proposals made to Supplier by any Subcontractor, whether successful, responsive, or utilized in the performance of the Services.

6. ADDITIONAL INDEMNIFICATION: Without limiting Supplier's indemnification obligations under the Agreement, Supplier will also indemnify, defend and hold harmless Brightspeed (including its officers, directors, employees and agents) and its Affiliates from and against any Losses arising in whole or in part from (i) contamination of or adverse effects on the environment resulting from or arising out of Supplier's (and its Personnels', Affiliates' and Subcontractors') performance of Services under the Agreement, (ii) any violation of laws or regulations, resulting from or arising out of Supplier's performance of Services pursuant to the Agreement, or (iii) Supplier's material breach of these Specific Terms and Conditions.

7. PREMISES VISITS: Brightspeed will be permitted access to Supplier's premises. Brightspeed will coordinate such access with the Supplier's designated representative, allowing reasonable notice prior to visiting such premise.

8. HAZARDOUS MATERIALS AND SAFETY:

8.1 Hazardous Materials Laws and Regulations. Supplier will comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency order governing Hazardous Materials or safety, which may include state and federal motor carrier safety regulations, the DOT Hazardous Materials regulations and any regulations governing conveyance, packaging, marking, identifications, storage, handling and/or disposition of Hazardous Materials, or governing any accidents or incidents in connection with such activities involving Hazardous Materials, as amended or supplemented. Supplier will furnish Brightspeed with "Material Safety Data Sheets" that comply with laws and other environmental compliance data requested by Brightspeed.

8.2 Additional Indemnification. Supplier will immediately remedy any noncompliance and indemnify, defend and hold harmless Brightspeed, (including its officers, directors, employees, contractors and agents), its affiliates and customers, from any liabilities including, but not limited to, attorneys' fees, costs of defense, clean up costs, response costs, costs of corrective action, costs of financial assurance, and/or natural resource damages, that may arise, or be imposed on, be incurred by, be asserted against or be sustained by Brightspeed by reason of Supplier's failure to comply with this Section 8.

9. METHODS OF PROCEDURE: When directed by Brightspeed, Supplier will prepare and submit approved methods of procedure ("MOP") for Services which pose a potential risk to the operation of Brightspeed's

premises. The MOP will include detailed Service processes, time frames, and responsibilities to ensure limitation of risk. Supplier will comply with the approved MOP and will cause Supplier personnel and Subcontractors and their respective employees and agents to comply with established MOP.

10. EMERGENCY CONTACT LIST: Supplier will maintain and provide to Brightspeed an emergency contact list with names and phone numbers for both business and non-business hours. In the event Brightspeed experiences an emergency situation impacting service or safety, Supplier will respond and will cause Supplier Personnel and Subcontractors and their respective employees and agents to respond in an expedited manner to assist Brightspeed in recovering from emergency condition.

11. TERMINATION ASSISTANCE SERVICES: Supplier will provide Brightspeed or its designee such Termination Assistance Services as may be requested by Brightspeed or its designee upon the termination or expiration of the Agreement. At Brightspeed's discretion, such Termination Assistance Services may commence as early as 6 months prior the expiration or termination of the Agreement and may continue for up to 6 months after the effective date of the expiration or termination of the Term. Upon written notice to Supplier, Brightspeed has the option to extend such Termination Assistance Services for a reasonable period of time. Supplier will cooperate in good faith in all transition related matters. The Termination Assistance Services will be performed in accordance with all specifications applicable to the Services being transitioned. In addition to any other items requested by Brightspeed or its designee on Brightspeed's behalf, the Termination Assistance Services will require Supplier to: (i) catalog all Services then being provided, including software and tools used to provide the Services; (ii) update all support documentation, including a description of Services by Brightspeed application; and (iii) provide a complete and up to date copy of all applicable policy and procedures manuals. In the event that Brightspeed terminates the Agreement for its convenience, Brightspeed will pay Supplier's rates identified in the applicable Schedule under the Agreement for such efforts.

12. SERVICE TRIALS: Brightspeed may evaluate existing or new Services of Supplier without charge.

13. SURVIVAL: The following provisions of these Specific Terms and Conditions regarding "Additional Representations and Warranties", "Hazardous Materials and Safety"; and "Additional Indemnification" and all others that by their sense and context are intended to survive the expiration of the Order will survive.

14. CONFLICT: In the event of a conflict between these Specific Terms and Conditions and the Purchase Order Terms and Conditions, these Specific Terms and Conditions shall control.