1. DEFINITIONS: The definitions of terms used to interpret this Purchase Order ("Order") and the rights of the parties to this Order ("Parties") are construed under and governed by the substantive laws of the State in which this Order is signed, without regard to conflict of law provisions. "Buyer" means the entity indicated on the front of this Order. "Seller" means the person, firm or corporation to which this Order is addressed. Whenever Buyer is not the ultimate consumer of Products or Services, all rights, benefits, warranties, indemnities and remedies conferred upon Buyer by this Order accrue to and are intended by the Parties for the express benefit of such client or user of the Products or Services as intended beneficiaries of this Order. "Products" means the items ordered by this Order that are provided by Seller to Buyer. The term "Products" also encompasses associated articles, materials, drawings, data, information and other property, together. "Services" means, individually or collectively, any of the services set forth in this Order.

2. ACKNOWLEDGEMENT: Except where this Order is issued as an ordering mechanism under the terms and conditions of a master document, this Order becomes a binding contract subject to these terms and conditions when accepted by Seller's acknowledgment or by Seller's performance.

3. ASSIGNMENT: The rights and obligations of the parties shall neither be assigned nor delegated without the prior written consent of the other party. However, any party may assign or delegate its respective rights and obligations, in whole or in part, to any parent, subsidiary or affiliate of that party; provided that the assigning party gives the other thirty (30) days' prior written notice and the assignee agrees to be bound by the terms of this Order.

4. BILLING AND PAYMENT TERMS: Seller shall invoice Buyer for each Product shipment made or Service rendered (unless another address is specified in writing by Buyer), at the address listed on the Order. Invoices shall include, but not be limited to: (i) purchase order number; (ii) purchase order line number; (iii) Product or Service identification number; (iv) ship to address; (v) quantity of Product shipped and billed; (vi) description of Services rendered (vi) net invoice amount; (vii) unit net cost; and (ix) any special instructions requested by Buyer. For Products, payment shall be due sixty (60) days from the date of receipt of Products or receipt of Seller's invoice, whichever occurs later. For Services, payment shall be due sixty (60) days from completion and acceptance of such Services by Buyer or receipt of invoice, whichever occurs later, unless otherwise stated on the front of this Order.

5. CHANGES: Buyer may, by written change order, make any changes that are consistent with the general scope of this Order. If any such change affects the amount due or the time of performance under this Order, an equitable adjustment will be negotiated.

6. COMPLIANCE WITH THE LAW: Seller warrants that it and all Products and/or Services will comply with all applicable permits and licenses and all requirements of applicable laws, orders, regulations and standards ("Provisions") including, without limitation, Provisions relating to equal employment opportunity, non-discrimination (based upon race, color, creed, religion, sex, age, disabilities, sexual preference, or national origin), wages and hours, occupational health and safety and immigration.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS:

This section describes Frontier's obligations as a federal contractor. Depending on the nature of this contract, it may apply to vendors, suppliers and subcontractors who are providing a good or service necessary to Frontier's performance on federal contracts.

Fronfier complies with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41C.F.R. §§ 60.1-1, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, along with all relevant rules, regulations and orders, to the extent applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60.1-1, 60-300.5(a) and 60-741.5(a). 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. Moreover, 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 or national origin, protected veteran status or disability.

Vendors, suppliers and subcontractors also shall comply with Executive Order 13496, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 411, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, vendors and suppliers shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

7. CONFIDENTIALITY: During the course of this Order, one party may become aware of, gain access to, or receive certain information from the source party which is of a proprietary, confidential, or technical nature. If such information is considered sensitive by the source party, the source party shall designate it, in writing, as Confidential (hereafter "Confidential Information"). Neither party shall disclose Confidential Information to any third party following the date of initial disclosure unless such disclosure is lawfully required by any governmental agency, is otherwise required to be disclosed by applicable law, or is necessary in any legal proceeding establishing rights and obligations under this Order. Each party agrees to cooperate with the other's reasonable confidentiality requirements and to immediately notify the other party of any unauthorized disclosure of Confidential Information.

8. DELIVERY OF PRODUCTS/PERFORMANCE OF SERVICES: Deliveries of Products will be made in the quantities and at the times specified in this Order and Services will be performed as specified herein. If Seller fails to deliver Products or perform Services, Buyer may, without limiting its other rights or remedies, upon ten (10) days' prior written notice to Seller, either a) direct expedited routing, and any resulted excess costs incurred must be paid by Seller and are subject to offset by Buyer; or b) in accordance with Section 20 (Termination), terminate all or part of this Order. Buyer is not liable for Seller's commitments or production arrangements that exceed the amount of or in advance of the time necessary to meet this Order's delivery schedule. Products that are delivered in advance of schedule may, at Buyers option, either (i) be returned at Seller's expense for scheduled delivery or (ii) have payment withheld by Buyer until the date that Products are actually scheduled for delivery. Shipment of Product shall be made FOB Destination, prepay and add or as otherwise specified on the Order. If Seller is instructed by Buyer to ship prepaid and added to the invoice, Seller shall select the carrier based on the best rate as negotiated by Seller, and Buyer shall only pay Seller's net transportation costs, that include, but are not limited to, all applicable discounts, allowances and refunds. Delivery or payment in accordance with the Order does not constitute acceptance by Buyer under this Order. Risk of loss of Products rests with Seller before passage of title and with Buyer after passage of title.

9. DISPUTE RESOLUTION: The parties desire to resolve certain disputes, controversies and claims arising out of this Order without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; (ii) a suit, action or proceeding to compel Seller or Buyer to comply with its obligations to indemnify the other party pursuant to this Order; or (iii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Order or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in this dispute resolution procedure. At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both parties. Documents identified or produced with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admissible in evidence in the arbitration or lawsuit. If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies available at law and/or in equity.

10. FORCE MAJEURE: Neither party shall be responsible for any delay or failure in performance of any part of this Order to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, acts of God, strikes, slowdowns, picketing, boycotts, or any other circumstances beyond its reasonable control and not involving any fault or negligence of the party affected ("Conditions"). If any such Conditions occur, the parties affected or unable to perform shall promptly give written notice to the other party and, if such Conditions remain at the end of thirty (30) days, the party affected by the other's delay or inability to perform may elect to (i) terminate such Order or part thereof, or (ii) suspend such Order for the duration of the Conditions, and if Buyer is the suspending party, buy elsewhere comparable material to be sold under such Order, and apply to any commitment the purchase price of such purchase, and resume performance of such purchase order once the Conditions cease, with an option of the affected party to extend the period of this Order up to the length of time the Conditions endured.

11. GOVERNING LAW: For Products, the construction, interpretation and performance of this Order shall be governed by and construed in accordance with the laws of the state where the Products are delivered. The application of the U.N. Convention on Contracts for the International Sale of Products is specifically excluded from this Order. For Services, this Order, and the rights and obligations contained in it, shall be governed and construed under the laws where a Service is to be performed without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.
12. INDEMNIFICATION AND INSURANCE: (a) Seller shall indemnify, defend, and hold harmless Buyer and its affiliates, officers, agents, and employees, from all claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements and penalties of every kind arising from defective Product or any acts or omissions of Seller, its employees, and its subcontractors and agents in connection therewith, including any liability for personal injury, death, or property damage, and those based on strict liability in tort or products liability of any other kind. The foregoing indemnity, to the extent permitted by law, shall apply in the case of all claims that arise from the negligence, misconduct or other fault of Seller, provided, however, that if a claim is the result of the joint negligence, joint misconduct, or joint fault of Seller and Buyer, the amount of the claim for which Buyer is entitled to indemnification shall be limited to that portion of such claim that is attributable to the negligence, misconduct or other fault of Seller.

(b) Buyer shall promptly notify Seller in writing of any suits, claims or demands covered by this indemnity. Promptly after receipt of such notice, Seller shall assume the defense of such claim with reasonable diligence. If Seller so elects, Seller may, in a manner not inconsistent with the terms of this Order and its obligations hereunder, (i) enter into negotiations with the claimant or plaintiff to settle the claim, suit, or proceeding, or (ii) conduct the defense of the claim, suit, or proceeding, including entering into reasonable negotiations for a settlement. If Seller so elects to settle such claim, suit, or proceeding, all such settlements will be in accordance with the provisions of this Order and shall be subject to Buyer's prior written consent. If Seller fails to settle or defend such claim, suit, or proceeding, Buyer shall have the right to settle or defend such claim, suit, or proceeding in Buyer's sole discretion and at Buyer's own expense, and Buyer shall be fully protected and indemnified against any costs, expenses, or liabilities incurred by Buyer in the defense of such claim, suit, or proceeding. Seller shall be fully protected and indemnified against any costs, expenses, or liabilities incurred by Seller in the defense of such claim, suit, or proceeding. Buyer shall be responsible for and shall re

13. RELATIONSHIP OF PARTIES: In providing any Products and Services under this Order, Seller is acting solely as an independent contractor and not as an agent of any other person. Parties furnished by the respective parties shall be solely the employees or agents of such party, respectively, and shall be under the sole and exclusive direction and control of such parties. They shall not be considered employees of the other party for any purpose. Each party shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each party shall also be responsible, respectively, for payment of taxes, including, federal, state, and municipal taxes, charitable or assessed as required by such party, as social security, unemployment, workers' compensation, federal and state income tax withholding.

14. INFRINGEMENT: Seller agrees to indemnify, defend and hold harmless Buyer and its affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives from all demands generally applicable to such services; provided, however, that where this Order specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard, and shall be free from any并且 that Buyer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Buyer to Seller. Buyer's Order may provide Seller additional tax instruction as allowed by law including, but not limited to, Buyer's accrual and payment of taxes and/or special jurisdictional exemptions.

15. INSPECTION/ACCEPTANCE: All Products and Services ordered pursuant to this Order shall be subject to inspection by Buyer after delivery or performance to determine conformity with Buyer's Order and Seller's advertised or published specifications. If the Product delivered or Service performed does not so conformity, Buyer shall have the right to reject such Product or Service. Product that has been delivered or performance to determine conformity with Buyer's Order and Seller's advertised or published specifications. If the Product delivered or Service performed does not so conformity, Buyer shall have the right to reject such Product or Service. Product that has been delivered or performance to determine conformity with Buyer's Order and Seller's advertised or published specifications. If the Product delivered or Service performed does not so conformity, Buyer shall have the right to reject such Product or Service.

16. NON- WAIVER: No course of dealing or failure of either party to strictly enforce any term, right, or condition of this Order will be construed as a waiver of such term, right, or condition. Any waiver by Buyer will only be in writing and will not waive succeeding breach of a term, right or condition of the term, right or condition itself.

17. NOTICES: Except as otherwise provided herein, no notice or demand given under the terms of this Order or pursuant to statute shall be in writing and shall be given or made by certified or registered mail, express mail or other overnight delivery service or hand delivery, proper postage or other charges paid and addressed.

18. PRICE AND TAXES: Any price specified in this Order is fixed and is not subject to change, unless otherwise expressly stated. Seller's prices are exclusive of all Federal, State or local sales, use or excise taxes levied, upon the sale, the sale price, or of Product supplied under this Order. Buyer shall be liable for and shall reimburse Seller for payment of Federal Manufacturers' and Retailers' Excise Taxes and state and local sales and use taxes, as applicable, with respect to transactions under this Order. Taxes payable by Buyer shall be separately stated in Seller's invoices and shall not be included in Seller's prices. Buyer shall not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Buyer to Seller. Buyer's Order may provide Seller additional tax instruction as allowed by law, including, but not limited to, Buyer's accrual and payment of taxes and/or special jurisdictional exemptions.

19. PUBLICITY AND DISCLOSURE: Each party agrees not to provide copies of this Order, or otherwise disclose the terms of this Order, to any third party without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that (i) Seller may, without obtaining Buyer's consent, make disclosures to prospective purchasers of the same or substantially similar products, to financial institutions for purposes of obtaining or maintaining credit or extended payment agreements and/or any other third party which obtains from Seller, provided, however, that a reasonable probability exists that there is a violation of such infringement, misappropriation or violation of. If an Infringement Claim for which Seller is obligated to indemnify Buyer pursuant to this Order is made or arises, then Seller will, at no additional cost to Buyer, either: (i) procure the buyer for the continuance of the infringing Services or Products subject to such Infringement Claim; or (ii) replace or modify the infringing Services or Products so that they are no longer infringing and continue to meet the terms of this Order, including those based on personal injury, death, or property damage. Buyer's coverage under such policies shall be primary. Seller shall waive its rights of subrogation against Buyer for Workers' Compensation claims. Seller shall, prior to rendering such Services, furnish certificates or evidence of the foregoing insurance indicating the amount and nature of such coverage, the expiration date of each policy, and stating that no material change or cancellation of any such policy shall be effective unless thirty (30) days' prior written notice is given to Buyer.

20. TERMINATION: Buyer may terminate this Order without cause, effective immediately, upon written notice to Seller. Termination shall not affect any Order placed or any fully paid up license granted to Seller prior to the effective date of such termination. Upon the effective date of termination, Buyer may, without waiving any rights under this Order, (i) cease delivery of Product and/or Services, as required by law or this Order, including, but not limited to: (i) Workers' Compensation and Employers' Liability Insurance, each with limits of at least two million dollars ($2,000,000) for bodily injury, including death, and/or property damage; (ii) general liability insurance, each occurrence, and (iii) commercial general liability insurance including product liability, and, if the use of motor vehicles is required, automobile liability insurance, each with limits of at least two million dollars ($2,000,000) for bodily injury, including death, and/or property damage; (iii) Seller agrees to maintain during the term all insurance or bonds required by law or this Order, including, but not limited to: workers' compensation, employers', liability insurance, each with limits of at least one million dollars ($1,000,000) for bodily injury, misappropriation or violation. If an Infringement Claim for which Seller is obligated to indemnify Buyer pursuant to this Order is made or arises, then Seller will, at no additional cost to Buyer, either: (i) procure the buyer for the continuance of the infringing Services or Products subject to such Infringement Claim; or (ii) replace or modify the infringing Services or Products so that they are no longer infringing and continue to meet the terms of this Order, including those based on personal injury, death, or property damage. Buyer's coverage under such policies shall be primary. Seller shall waive its rights of subrogation against Buyer for Workers' Compensation claims. Seller shall, prior to rendering such Services, furnish certificates or evidence of the foregoing insurance indicating the amount and nature of such coverage, the expiration date of each policy, and stating that no material change or cancellation of any such policy shall be effective unless thirty (30) days' prior written notice is given to Buyer.

21. WARRANTIES: Seller warrants the Products for a period of three hundred sixty five (365) days from the date Product is accepted (Product Warranty Period), and warranties Services for a period of three hundred sixty five (365) days from the date services is performed (Service Warranty Period). (a) Seller warrants that upon delivery of Product to Buyer and payment by Buyer of the purchase price, all right, title and interest in Product will pass to Buyer free of all liens, imperfections in title, claims, charges, damages, restrictions, or other encumbrances. Seller warrants that upon delivery of Service to Buyer and payment by Buyer of the purchase price, all right, title and interest in Product will pass to Buyer free of all liens, imperfections in title, claims, charges, damages, restrictions, or other encumbrances. (b) Seller warrants that all Product furnished shall be new (unless otherwise stated on the front of the Order), merchantable, free from defects in material and workmanship, fit for the ordinary purpose for which the Product is used, and shall conform to Seller's advertised and published specifications in effect at the time the warranty began. (c) Seller warrants that the Product and Service will comply in all material respects with all applicable laws and regulations, which laws or regulations impose direct obligations upon any manufacturer, seller or installer of such Services, including, but not limited to environmental, health and safety laws, taxes, regulations, directives, and standards recognized in the industry, including those prepared by the International Standards Organization.

22. NOTICE: The notice required under this Order shall be given under this Order, but no notice or other communication shall be deemed to have been given unless it is in writing, signed by the authorized representative of Seller, delivered personally, sent by registered or certified mail, postage prepaid, return receipt requested and sent within the time periods required by Seller, provided, however, that (i) Seller shall reimburse Buyer for all direct expenses incurred by Buyer because the Product and/or Service are defective or nonconforming. (b) Seller shall reimburse Buyer for all direct expenses incurred by Buyer because the Product and/or Service are defective or nonconforming. (b) Seller shall reimburse Buyer for all direct expenses incurred by Buyer because the Product and/or Service are defective or nonconforming.
22. SAFETY AND SECURITY:

(a) Seller's agents, employees, and representatives, while assigned to work on behalf of the Buyer, shall comply with all applicable Buyer rules, regulations, policies, practices, and directives governing conduct, environmental, safety, and security, including in connection with access to any Buyer facility, computer, or electronic data storage system.

(b) Seller shall be solely responsible for ensuring that the agents, employees and representatives who are assigned to perform work on its behalf for Buyer, are properly trained and capable of performing their work in compliance with all federal, State and local environmental and safety requirements, including, but not limited to those requirements under OSHA and U.S. EPA and their State and local counterparts. In addition to ensuring proper training, Seller shall also provide the agents, employees and representatives with all appropriate personal protective and safety equipment necessary to perform the tasks safely and in compliance with all legal requirements.

(c) Seller represents and warrants that all employees, agents, or representatives assigned to work on behalf of Buyer, have had a pre-employment background check and drug screening, which has been updated within the last thirty six (36) months. The drug screening shall include, at a minimum, a standard 10 panel, plus ecstasy. The background check shall include, at a minimum, a seven (7) year history for statewide and county criminal, basic nationwide scan, social security verification, employment verification, education verification, credit check for roles that require access to secure financial data, and motor vehicle report (if the employee, agent or representative will be driving a Buyer vehicle, or a non-Buyer vehicle for Buyer business). Buyer must pre-approve any deviation from the above requirements prior to the start of any work assignment. Buyer also reserves the right to require an update of part or all of the background check for employees, agents, or representatives assigned to work on its behalf. If the background check indicates any criminal conviction(s), a negative score or information of any kind (such as a poor score on a credit check, unconfirmed social security number or education credentials, or a Motor Vehicle violation), or a positive result from the drug screening, this must be reported to Buyer prior to Seller’s employee, agent, or representative being assigned to work on behalf of Buyer. In addition, if Seller becomes aware of an active employee, agent, or representative already working for Buyer being convicted of a crime or testing positive for drugs since the drug screen or background check was completed; Buyer must be notified in writing in accordance with the Notice section of this Agreement. Any notice or report required by this Section must also be faxed to Buyer’s Director of Security at 585-272-8086. Buyer reserves the right to review the background checks at any time.

(d) Seller represents and warrants that it is in compliance with the Department of Justice From I-9 requirements governing proof of authorization to work in the United States.

(e) Buyer reserves the right to refuse anyone access to its premises, or remove anyone from its premises for any reason, in its sole discretion.

(f) Seller agrees that all employees, contractors or agents assigned by Seller to fulfill this Agreement shall read and obey all applicable work rules, policies and regulations established by Buyer regarding the conduct of its own employees, including, but not limited to Buyer’s Code of Business Conduct & Ethics, and Buyer’s Environmental, Health and Safety Manual, both of which are available on Buyer’s website at http://investor.frontier.com/governance.cfm, and such other work rules, policies and regulations identified by Buyer.

(g) Buyer shall have the right to modify its work rules, policies and regulations, or promulgate additional rules, policies and regulations, and Seller and its employees, contractors and agents shall comply with such modified or additional rules, policies and regulations immediately following Seller’s receipt of written notice thereof.

23. MISCELLANEOUS: Either party’s failure to enforce any of the provisions of this Order, or to exercise any option shall not be construed as a waiver of such provisions, rights or options, or affect the validity of this Order. If any of the provisions of this Order shall be held invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Order. The headings of the sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this Order. The respective obligations of the parties under this Order that by their nature would continue beyond the termination, cancellation or expiration of this Order shall survive any such termination, cancellation or expiration, including, but not limited to, obligations to indemnify, insure and maintain confidentiality. This Order, together with its Exhibits (if applicable) constitutes the entire agreement between the parties and cancels all contemporaneous or prior agreements, unless otherwise referenced on the front of this Order, in which case the referenced agreement will control, whether written or oral, with respect to the subject matter of this Order. Except as provided in Section 5, no modification shall be made to this Order unless in writing and signed by appropriate representatives of the parties. Each party represents that it has executed this Order through its authorized corporate representative.