

FRONTIER COMMUNICATIONS CORPORATION

PURCHASE ORDER FOR PRODUCTS AND/OR SERVICES STANDARD TERMS AND CONDITIONS (Applicable to all affiliates, subsidiaries and divisions)

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 (vii) net invoice amount; (viii) net unit 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.

Frontier 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 41 C.F.R. §§ 60.1-4, 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. §§ 60-1.4(a), 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 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 471, 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 Buyer's option, either a) be returned at Seller's expense for scheduled delivery or b) 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 accordance with 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 in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted 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 party delayed 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), judgements, settlements and penalties of every kind arising from defective Product or any acts or omissions of Seller, its employees, subcontractors and agents in performing under this Order, including those based on 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. The obligations of this provision are in addition to Seller's obligation to provide insurance and shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by Seller under the Worker's Compensation Acts, Longshoremen and Harborworker's Act, Disability Benefits Act or any other employee benefit act. (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 counsel reasonably satisfactory to Buyer. If Seller fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to Buyer, or if, in the reasonable judgement of Buyer, a direct or indirect conflict of interest exists between the parties with respect to the claim, or if in the sole judgement of Buyer the assumption and conduct of the defense by Seller would materially and adversely affect Buyer in any manner or prejudice its ability to conduct a successful defense, then Buyer shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of Seller. Notwithstanding the above, if Buyer in its sole discretion so elects, Buyer may also participate in the defense of such actions by employing counsel at its expense, without waiving Seller's obligations to indemnify or defend. Seller shall not settle or compromise any claim or consent to the entry of any judgement without the prior written consent of Buyer and without an unconditional release of all liability by each claimant or plaintiff to Buyer. (c) Seller agrees to maintain during the term all insurance or bonds required by law or this Order, including, but not limited to: (i) Workers' Compensation and related insurance as prescribed by the law of the state in which Services are performed or Products are delivered; (ii) employer's liability insurance with limits of at least one million dollars (\$1,000,000) for 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 a combined single limit for bodily injury, including death, and/or property damage. Seller shall cause Buyer to be included as an additional insured under said policies and 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.

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 party. Persons furnished by the respective parties shall be solely the employees or agents of such parties, 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, chargeable or assessed with respect to its employees or agents, such as social security, unemployment, workers' compensation, disability insurance and federal and state income tax withholding. Neither party undertakes by this Order or otherwise to perform or discharge any liability or obligation of the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in this Order is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint venturers.

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, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, cost and expenses (including fees and disbursements of counsel) arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with the Product provided or the Services performed under this Order regardless of whether such Product or Services form the entire basis or only a portion of the basis for such claims of infringement, 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 for Buyer the right to continue using 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 subject to any such Infringement Claim. If Seller does not promptly remove the infringement pursuant to subsection (i) or (ii) above, then Buyer shall be entitled to a refund of all amounts paid with respect to the infringing Services or Products as well as any other Services or Products whose functionality or utility to the Buyer have been adversely impacted. Buyer shall also be free to pursue any additional remedies it may have arising from such Infringement Claim or loss of right to use owing to such Infringement Claim. Notwithstanding anything to the contrary contained in this Order (including, but not limited to the indemnification provisions herein), the provisions of this Section shall govern the rights of Buyer and its affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives to indemnification for claims of infringement, misappropriation or violation of intellectual property rights.

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 conform, Buyer shall have the right to reject such Product or Service. Product that has been delivered and rejected, in whole or in part, shall be returned to Seller at Seller's risk and expense. Buyer shall have a period of one hundred twenty (120) days following arrival of Product at the delivery destination specified by Buyer within which to inspect the Product for conformity with the Order and Seller's advertised and published specifications and to provide Seller with written notice of any discrepancy or rejection. Buyer shall have a period of thirty (30) days following completion of Services within which to inspect the Services for conformity with the Order and Seller's advertised and published specifications and to provide Seller with written notice of any discrepancy or rejection. Buyer shall notify Seller and arrange for the return of Product as required. Inspection or failure to inspect on any occasion shall not affect Buyer's rights under the "WARRANTY" provisions below or any other rights or remedies available to Buyer, whether at law or in equity.

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 waive no succeeding breach of a term, right or condition of the term, right or condition itself.

17. **NOTICES:** Except as otherwise provided herein, any 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 not subject to escalation, unless otherwise expressly stated. Seller's prices are exclusive of any Federal, State or local sales, use or excise taxes levied upon, or measured by the sale, the sales price, or use of Products supplied under this Order. Buyer shall be liable for and shall reimburse Seller for payments 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) Buyer may, without obtaining Seller's consent, provide copies or make disclosures to prospective purchasers of the business of Buyer, Buyer's parent, affiliates and subsidiaries, any regulatory or judicial body requesting such information; and (ii) either party may, without obtaining the other's consent, provide copies or make disclosures to their auditors, banks or financial advisors, provided such third parties are bound to an obligation of confidentiality. The Seller agrees not to publish or use any advertising, sales promotion, press release, or publicity documents regarding or referring to this Order, or to use the name, trademarks, service marks or trade names of Buyer for any purpose whatsoever, without Buyer's prior written approval, which may be granted in Buyer's sole discretion.

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 Buyer. Upon termination of this Order without cause, Buyer shall not be liable to Seller, either for compensation or for damages of any kind or character whatsoever, whether on account of the loss by Seller of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection with the establishment, development or maintenance of Seller's business, or on account of any other cause or thing whatsoever. The termination shall not prejudice the rights or liabilities of the parties with respect to Products or Services sold, or any indebtedness then owing by either party to the other. Either party may terminate this Order, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occur: (a) The other files a voluntary petition in bankruptcy; (b) The other is adjudged bankrupt; (c) A court assumes jurisdiction of the assets of the other under a federal reorganization act; (d) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other; (e) The other becomes insolvent or suspends its business; (f) The other makes an assignment of its assets for the benefit of its creditors, except as required in the ordinary course of business; or (g) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise. Either party may terminate this Order for a material breach or default of any of the terms, conditions or covenants of this Order by the other, provided that such termination may be made only following the expiration of a ten (10) day period during which the other party has failed to cure such breach after having been given written notice of such breach.

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 warrants Services for a period of three hundred sixty five (365) days from the date of acceptance of Services (Services Warranty Period) unless otherwise stated on the front of the Order, as follows:

- (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.
- (b) Seller warrants that the 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 aspects with all applicable laws and regulations, which laws or regulations directly impose obligations upon any manufacturer, seller or installer of such Products and Services, including, but not limited to, environmental, health, and safety laws, treaties, regulations, directives, and standards recognized in the industry, including those prepared by the International Standards Organization.
- (d) Seller warrants that: (I) to the best of Seller's knowledge, the Product and/or Service do not and will not, and Buyer's use of the Product and/or Service, as represented by Buyer to Seller as of the time of the Order for such Product and/or Service, do not and will not infringe upon any patent, trademark, copyright, trade secret or other proprietary right of any third party; and (ii) as of the Order date, other than as disclosed in writing by Seller prior to the Order date: (a) there is no actual suit pending against Seller by any such third party based upon an alleged violation of such right; and (b) to the best of Seller's knowledge, there is no threatened litigation against Seller in which a reasonable probability exists that there is a violation of such right.
- (e) Seller warrants that it will perform the Service required by this Order in accordance with industry practices and standards 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 or criteria for performance.
- (f) Should the Product and/or Service not conform to the foregoing warranties, Seller shall repair or replace the defective or nonconforming Product and promptly re-perform the defective or nonconforming Service. Seller shall reimburse Buyer for all direct expenses incurred by Buyer because the Product and/or Service are defective or nonconforming.
- (g) The Product warranties do not extend to Product to the extent that such Product has been subjected to misuse, neglect or abuse not caused by Seller or been used in violation of the approved written instructions furnished to Buyer prior to delivery of the Product, and such action is the cause of the damage or malfunction.

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 Form 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.