



American Towers LLC
10 Presidential Way
Woburn, MA 01801
PH: 866.586.9377

VENDOR:
NETWORK BUILDING AND CONSULTING LLC
6095 MARSHALEE DR
STE 300
ELKRIDGE, MD 21075
United States

PURCHASE ORDER		
PURCHASE ORDER # 534140	REVISION 0	PAGE 1 of 1
This Purchase Order Number must appear on all order acknowledgements, packing lists, shipments, invoices and correspondence.		
SHIP TO: SEE PO LINES FOR SHIPPING ADDRESSES Woburn,MA 01801 United States		
BILL TO: please e-mail your invoice to APinvoices@americantower.com Woburn,MA 01801 United States		

SUPPLIER NO. 73826	PROJECT # VZWHOL2018306983	DATE OF ORDER 09-MAY-19	REVISED DATE
PAYMENT TERMS Net 60	FREIGHT TERMS	SHIP METHOD	
REQUISITION PREPARER Bass, Derek A (Derek)	DEPT USE ONLY - REQ # 670027	REQUESTOR/DELIVERY Paynter, Blake Edward (Blake)	CONFIRM TO/TELEPHONE

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED
1	Item # : 12633955: NON SITERRA TASKS: - SITE: 306983: PENN CAN: - PENN CAN BP FEE - EMAIL TO: o SHIP TO: NETWORK BUILDING & CONSULTING LLC 6095 MARSHALEE DR Elkridge,MD 210756053 United States	01-JUN-19		USD		159.50

					TOTAL	159.50
The prices herein do not include any federal, state or local taxes that may be applicable to the materials and/or services purchased herein; please refer to Clause 21 on the Terms and Conditions of the Purchase Order						
For questions regarding this fully authorized PO, contact the Requestor.						
Please refer to the following page for the Terms and Conditions of this Purchase Order						

1. AGREEMENT. This Purchase Order (PO) including the terms and conditions of the face and reverse side hereof and any attachments hereto, contains the complete agreement among the parties and if applicable is subject to any master agreement (Master or Masters) in effect by and between American Tower Corporation (ATC) or its affiliate and Seller (as listed on the front of this PO) and pertaining to the subject matter hereof. In the event of a conflict between this PO and the Master, the Master will control.

2. ACCEPTANCE. This PO becomes a binding contract subject to the terms set forth herein on the date when Seller acknowledges the PO in writing or the date Seller commences performance, whichever occurs first. No change in the PO shall be valid unless agreed to in writing by an authorized representative of ATC. By accepting this PO, Seller accepts all terms and conditions, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this PO unless expressly agreed to in writing by ATC.

3. TIME. Time is of the essence of this PO.

4. DEFINITIONS. As used herein, the term "contract" shall mean this PO and any Master(s) by and among ATC and the Seller that are in effect on the date this PO is issued, and the term "Work" shall mean and include all supplies, goods, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this PO.

5. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of Work furnished under this PO or any provision of this PO concerning the conclusiveness thereof, Seller warrants that all Work furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, manufacture, workmanship and design, and conform in all aspects with the specifications and requirements of this PO.

(b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC. All Work shall be delivered new and unused and contain no refurbished parts unless otherwise specified on this PO.

(c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the Work, whichever is later.

(d) The Warranties contained in this PO are in addition to and not a limitation of any other warranties available to ATC and all implied warranties are expressly reserved hereby.

(e) In the event of a breach of warranty hereunder, ATC may, at no increase in PO price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming Work or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such Work, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such Work with similar conforming Work by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.

(f) Any Work or parts thereof corrected or furnished by Seller in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as Work initially delivered. The warranty with respect to such Work or portions thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced Work, whichever is later.

(g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this PO.

6. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, Work is subject to final inspection and acceptance at the destination for delivery stated herein. Payment for Work shall not constitute acceptance.

7. UNDERTAKINGS. In all cases where ATC is a contractor or subcontractor to a third party and the Work hereunder is required by ATC's contract or PO with such third party, then Seller undertakes to perform as ATC, all obligations, with respect to the Work as ATC as subcontractor or as contractor, as the case may be, undertakes to the third party.

8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the Work hereunder and Seller's schedule of activities to assure delivery by the date or dates required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the Work, if, in ATC's sole judgment, delivery of the completed Work by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the Work to meet such date or dates.

9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the Work or quantity of Work to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this PO by ATC, ATC shall be responsible only for the price of the Work accepted. Any increase in the price of the Work resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the PO as changed.

10. BANKRUPTCY. ATC may terminate this PO in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

11. PRICES. Seller warrants that the prices of the Work covered by this PO are not in excess of Seller's lowest prices in effect on the date of this PO for comparable quantities of similar Work and are not in excess of prices charged by Seller for similar Work to Seller's most favored customers.

12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to acceptance of Work and payment will not be made prior to receipt and acceptance of the Work and a correct invoice. If invoices are incomplete or contain incorrect information that prevents prompt payment, ATC will promptly make Seller aware of such errors. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's payment is issued. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice. Seller shall invoice ATC within ninety (90) days of ATC's acceptance of the Work, as provided for on the relevant PO, plus an additional charge for such freight or taxes, as may apply, at cost. Unless otherwise specified in this PO, ATC shall pay undisputed invoices within sixty (60) days from the date received. In the event Seller fails to invoice ATC with ninety (90) days of ATC's acceptance of the Work, then as compensation for the additional administrative burden associated with processing Seller's invoices not timely received, ATC shall be entitled to a fee equal to ten percent (10%) of the total invoice amount which ATC may deduct from its payment to Seller. POs are subject to closure in the event Seller fails to invoice ATC within twelve (12) months of ATC's acceptance of Work.

<p>13. INVOICE FORM: (a) All invoices shall include the following information in order to facilitate timely processing:</p> <ul style="list-style-type: none"> • Seller's name, remit to address, phone number, and any other contact information Seller would like available to ATC in the event of any questions; • Seller's unique invoice number; • Invoice date; • Price, quantity, and total price that matches ATC's PO; • Line description that matches the PO; • Line item number of the PO. <p>(b) In addition to the invoicing requirements set forth herein above, ATC may, at ATC's discretion and in accordance with this PO, require all invoices to include the following information if applicable to the Work:</p> <ul style="list-style-type: none"> • ATC's site number; • Sales tax subtotal for the invoice; • Freight subtotal for the invoice; • Release of lien. <p>Incomplete invoices will be rejected by ATC for revision and compliance with this PO</p> <p>(c) All original invoices and required documentation must be submitted electronically directly to ATC. To ensure timely processing and payment of invoices please email invoices to the proper email address:</p> <p>Email: apinvoices@americantower.com OR for Early Pay Program email: earlypayprogram@americantower.com OR Mail invoices to: American Tower Corporation, Attn: Accounts Payable, PO Box 2009, Woburn, MA 01801</p> <p>Invoices sent to multiple addresses negatively impacts ATC's process and may result in delayed payments.</p> <p>(d) For AP inquiries please e-mail: payables@americantower.com</p>	<p>18. RECORDINGS. Except when specified in the PO, Seller and anyone performing Work on behalf of Seller shall not create or cause to be created any photographic, audio, video or other electronic or digital recordings of Work performed without first obtaining ATC's written consent which may be withheld in its sole discretion. If ATC allows or requires any such recordings in connection with the Work, such recordings shall be deemed ATC's sole and exclusive intellectual property which Seller agrees to keep as confidential and shall not transmit such recordings to any third party.</p> <p>19. CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ATC SHALL UNDER NO CIRCUMSTANCES BE RESPONSIBLE TO SELLER FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR COST SAVINGS, AND MULTIPLIED DAMAGES, EVEN IF ATC IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>20. TITLE AND RISK OF LOSS. Title to and risk of loss on all Work shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such Work at the location designated by ATC. Seller shall maintain commercially reasonable insurance coverage on all Work until such time as title passes to ATC or the PO is completed, whichever is later.</p> <p>21. TAXES. Unless otherwise indicated on the PO, Seller agrees that (a) the prices herein do not include any state or local sales, use, or other similar tax applicable to the materials and/or services purchased herein and (b) the prices herein include all other applicable federal state and local taxes. All taxes to be paid by ATC shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the PO.</p>
<p>14. ASSIGNMENT. Neither this PO nor any interest herein nor claim hereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. The sale of ATC receivables by Seller and/or the factoring of Seller invoices hereunder are forbidden and shall be considered a default.</p>	<p>22. DISPUTES. Either party may litigate any dispute arising under or related to this PO or the breach thereof in a court of competent jurisdiction subject to Section 24 hereof. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction</p>
<p>15. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC which may be withheld at ATC's sole discretion, publish any materials that identify ATC, any of ATC's customers, and any third parties with which ATC has agreements. Seller shall not without written consent of ATC which may be withheld at ATC's sole discretion, publish any materials that imply the name of ATC, any of ATC's customers, and any third parties with which ATC has agreements. Further, without first obtaining ATC's written consent which may be withheld at ATC's sole discretion, Seller shall not disclose in any manner that ATC has placed this order with Seller, nor shall Seller release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.</p>	<p>23. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.</p> <p>24. GOVERNING LAW. This PO shall be governed by the laws of the Commonwealth of Massachusetts.</p>
<p>16. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees which arise from any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of Work supplied hereunder.</p>	<p>25. SEVERABILITY. If any provision of this PO, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.</p>
<p>17. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the Work furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.</p>	<p>26. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to ATC for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this PO, which are expressly incorporated herein.</p> <p>27. MISCELLANEOUS PROVISIONS. ATC is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.</p>

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