PURCHASE ORDER TERMS AND CONDITIONS

By acceptance of the Purchase Order ("PO"), Supplier unqualifiedly and unconditionally agrees to the terms and conditions of this PO and related specifications ("Specifications") to the extent such Specifications are supplemental to, consistent with and necessarily anticipated by this PO; provided, however, that if Supplier and Purchaser have a currently effective Agreement governing purchases ("Purchase Agreement"), then Supplier's Acceptance shall be subject to the terms and conditions of the Purchase Agreement as supplemented by this PO.

The following acts constitute Supplier's Acceptance of this PO and all terms and conditions herein: (a) Supplier's execution and return of an acknowledgment of this PO; (b) Supplier's commencement of performance pursuant to this PO; (c) Supplier's delivery of any of the products and/or services ordered; or (d) Supplier's acceptance of payment by Purchaser hereunder.

Supplier grants to Purchaser a nonexclusive, irrevocable, perpetual enterprise license (unless a different period and/or license is set forth on this PO) to use (including remote access), to modify (including the preparation of derivative works) and to copy (for all purposes of modification, archival, and/or disaster).
Whenever a specific provision of this PO conflicts with a specific provision of the Purchase Agreement, the specific provision of the Purchase Agreement shall control. The PO, together with the Purchase Agreement (if any), constitutes the entire agreement between the parties. This PO may not be modified or rescinded except by an amendment signed by both parties. This PO shall govern the purchase of any and all software, software licenses (including software incorporated into equipment, all future releases, patches, fixes, corrections, enhancements, improvements, documentation and updates relating to such software), equipment, hardware, materials and/or services (individually and collectively referred to as "Product"). Purchaser specifically objects to and rejects any and all pre-printed terms and conditions contained in Supplier's acceptance, other documentation or counterproposal (collectively "Counterproposal") and replaces such Counterproposal with the terms and conditions contained herein. Neither commencement of performance, nor Purchaser's acceptance, nor payment by Purchaser, nor any other act or action or any combination thereof, shall ever constitute acceptance by Purchaser of any Counterproposal submitted by Supplier.

1. TITLE

Title to and risk of loss for any Product acquired by Purchaser hereunder shall vest in Purchaser following delivery to the specified location and upon Purchaser's inspection and acceptance of Product (i.e., when the Product has met Purchaser's Acceptance criteria) as being ready for use.

2. LICENSE

(a) With each license of the Product ordered hereunder, Supplier shall provide Purchaser documentation which is provided by Supplier to any of its other customers for the Product, and, at a minimum, as is reasonably necessary to enable Purchaser adequately to use such Product. Documentation shall comply with commonly accepted industry standards with respect to content, size and legibility. Purchaser shall have the right to reproduce all documentation including all machine-readable documentation for the Product, provided that such reproduction is made solely for Purchaser's use. Any such reproductions shall include any copyright or similar proprietary notices contained on the items being reproduced.
(b) New Releases: If Supplier develops new versions of any Product to be provided as a generic release common to all users of such Product, Supplier shall supply the new version at the same charge as charged to other users (including any applicable discounts). Supplier shall continue to support the replaced version for a minimum period of two (2) years after issuance of the new version.
(c) Source Code and Documentation: In the event Supplier becomes insolvent, ceases to carry on business on a regular basis or fails to perform its maintenance obligations herein, Supplier shall immediately furnish to Purchaser the latest version of the Product source code, operating and design documentation, training material

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and any other necessary information to enable Purchaser to maintain and enhance such Product or to contract with others for such work.
(d) Relocation of Product (applicable only to a site license): Purchaser may redesignate the location at which the Product will be used, and shall notify Supplier of the new location and the effective date of the relocation. Concurrent operation of the Product at a second location for a period not to exceed ninety (90) days to achieve uninterrupted operation and orderly cut over shall not require an additional license. The license granted under a PO for a designated site may be transferred (i) to a back-up site if the data processing system at the designated site is inoperative due to: malfunction, preventative maintenance, engineering changes or changes in features or model, with such transfer in effect until the data processing system is restored to operative status and processing of the data, already in progress at the back¬up site, has been completed; or (ii) to another site for assembly or compilation of the Product if assembly or compilation at the designated site cannot be accomplished on the data processing system.

3. CHARGES AND PAYMENT

Purchaser shall pay Supplier the following uncontested charges:
(a) The charges for the Products or Services are set forth on the PO, exclusive of taxes and transportation charges. Supplier shall not render invoices until the day following the date of acceptance of the Product, and with respect to Services, only after all obligations of Supplier have been performed to Purchaser's satisfaction and accepted. Payment for Product or Service(s) shall be due forty-five (45) days from date of receipt of an undisputed invoice. Supplier shall submit invoices through the applicable electronic invoice submission system, (EDI or ePayables) that has been established by Purchaser and Supplier or as set forth on the PO.
(b) The maintenance charge as provided as set forth on the applicable PO is not subject to increase during the term of the PO;
(c) The method of payment shall be made in accordance with the terms on the PO.

4. SHIPPING, BILLING AND DELIVERY

(a) Shipments shall be made in accordance with shipping instructions, and all packages and supporting documents will bear the PO number. Packing and wrapping shall be furnished at no additional charge. Each shipment shall contain a packing memorandum. In the absence of a packing list, the Purchaser's count shall be accepted as final. When a shipment contains more than one package, the one containing the memorandum will be conspicuously identified.
(b) Transportation shall be prepaid by Supplier and reimbursed by Purchaser, provided however that it is at the lowest ground transportation rate, unless separate delivery instructions are set forth in this PO. Supplier shall deliver the Product in sufficient time to meet the required delivery date. Purchaser may delay the delivery of the Product by giving the Supplier notice prior to shipment. Supplier shall arrange and pay for transportation of Product required to be returned to Supplier under this Agreement. (c) Supplier shall (i) render invoices in PDF format containing, along with Purchaser's return copy, showing PO number, date of order, consignee (if applicable) and through routing and weight, how shipped (i.e. courier services, air freight or sea freight) within twenty-four (24) hours after shipment; (ii) render separate invoices for each shipment order; (iii) forward bills of lading and shipping notices with Supplier's invoice, and otherwise provide bills and notices to Purchaser promptly. Shipping and routing instructions may not be altered unless mutually agreed upon in writing by the parties; (iv) invoices must describe articles in terms used in the PO; and (v) bills must show number and marks of cases or package in which goods are shipped; vendor making shipment, article, quantity, car lot (with separate bill for each car lot).
(d) If Supplier fails to deliver to Purchaser the Product on or before the ordered delivery date, Purchaser may either cancel this PO or extend such ordered delivery date to a subsequent date. If Purchaser elects to extend the ordered delivery date, the parties agree that Purchaser will be damaged in an amount which will be difficult to determine with certainty. Therefore, Supplier agrees to pay Purchaser as a late delivery charge, not as a penalty, an amount equal to two percent (2%) of the PO for each week or part thereof of delay occurring after the ordered delivery date originally specified on this PO until either the delivery date or the date on which Purchaser cancels this PO, whichever first occurs. Such late delivery charge shall not accrue beyond twelve (12) weeks' delay.

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5. INSTALLATION, TESTING AND PURCHASER'S ACCEPTANCE

(a) Purchaser shall have full rights of acceptance for all Products ("Acceptance"). Supplier shall install the Product, perform its standard test procedures and prepare the Product for Purchaser's Acceptance testing. No Product shall be deemed to be installed until all Products required by this PO have been installed. Purchaser shall conduct Acceptance testing after Supplier has installed the Product and certified it as ready for Acceptance testing.

(b) All work may be inspected while in progress and upon completion by the appropriate employee or representative of Purchaser. All Products shall be subject to Purchaser's right of inspection and Acceptance or rejection, notwithstanding any prior payment.

(c) Supplier shall promptly remove all debris from Purchaser premises. Unless otherwise notified by Purchaser, Supplier must supply all the tools and equipment necessary for the performance of the work covered hereunder. Supplier shall immediately report damages to Purchaser's property to the Purchaser.

6. REPRESENTATIONS AND WARRANTIES

(a) Supplier warrants that all Products shall perform and conform to the Specifications as set forth or referenced in this PO, shall be in good working order, and shall be free from defects in design, material and workmanship. In addition, any warranties extended to Supplier by manufacturer are hereby extended to Purchaser; (b) Supplier represents and warrants that it has good title and the right to sell/license the Product;

(c) Supplier represents, warrants, and covenants that no service performed by Supplier pursuant to this Agreement shall be provided, directed, controlled, supervised, or managed, and no data or Purchaser's wireless customer communication (voice or data) relating to any such service shall be stored or transmitted, at, in, or through, a site located outside of the United States without the advance written consent of Purchaser.

(d) The warranties contained in this paragraph 6 shall survive inspection, Acceptance and payment.

7. SUPPORT AND MAINTENANCE

During the warranty period and any subsequent maintenance period(s), Supplier shall provide maintenance described herein, including preventative maintenance, error corrections, upgrades and modifications to keep and/or restore the Product in good working order in accordance with the Specifications. Supplier shall provide Purchaser a telephone contact who can be notified for maintenance Services twenty-four (24) hours per day, seven (7) days per week. Within fifteen (15) minutes of notification, a trained, knowledgeable, technically qualified Supplier representative will respond. Such response will serve to acknowledge receipt of notification and to obtain a verbal description of the nature of the need for maintenance services. Supplier shall correct any and all errors in the Product as follows: Supplier shall continue error correction activity on a twenty-four (24) hour basis until a permanent correction is made. Supplier shall keep a complement of spare parts in order to make repairs. Purchaser shall provide Supplier the data required to analyze properly the error condition and to provide the proper resolution. Supplier shall notify all Purchaser locations receiving Product of the reported error(s), and the error corrections will be transmitted by Supplier to all such locations. Unless requested by Purchaser, Supplier shall introduce maintenance releases to Purchaser no more than once per calendar quarter. Such maintenance releases shall contain program code changes as determined by the previous quarter error corrections reported by any licensee or discovered by Supplier and shall include revised documentation necessitated by correction of such error(s). Maintenance releases shall include all improvements and updates relating to the Product which are developed by Supplier. At least thirty (30) days prior to such maintenance release, Supplier shall notify Purchaser of the expected date of release and the error corrections or improvements to be included.

8. TERMINATION

This PO may be terminated if:

(a) Supplier violates any provision of this PO;

(b) Purchaser notifies Supplier, within twenty-four (24) hours prior to the time of delivery of the Product, of Purchaser's cancellation of this PO;

(c) Purchaser terminates the license of any Product by giving Supplier thirty (30) days' prior written notice. Termination of such license shall also automatically terminate any support or maintenance services for such Product;

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(d) Purchaser terminates maintenance for Product by giving Supplier thirty (30) days' prior written notice; or (e) Supplier terminates maintenance for Product by giving Purchaser one (1) year's prior written notice. In such event, Supplier shall furnish the latest version of Product source code, operating and design documentation, training material and any other necessary information to enable Purchaser to maintain and enhance such Product or to contract with others for such work.

9. TAXES

All taxes, except sales and use, are the responsibility of the Supplier. Supplier shall be responsible to invoice Purchaser and remit to the appropriate government authorities all applicable sales and use taxes imposed by law, unless Purchaser provides appropriate evidence of a resale or other applicable tax exemption. Purchaser shall be responsible to reimburse Supplier for applicable sales and use taxes billed and remitted as required hereunder. Supplier must separate the Products based on state of final destination as shown on the PO. Purchaser shall not be liable for penalties or interest.

10. RIGHTS OF ENTRY

If Supplier is required to enter Purchaser's premises in connection with activities related to this PO, Supplier's right of entry shall be subject to applicable governmental security laws and Purchaser's security regulations and procedures.

11. INDEMNIFICATION

The Supplier shall defend, indemnify and hold harmless Purchaser and its customers from and against all losses, costs, damage, expense, claims, liability, or demands (including attorneys' fees and costs to enforce this provision) arising out of:

(a) An act or omission or alleged act or omission caused in any manner by Supplier doing the work or providing the Products herein provided, including all suits or actions of every kind or description brought against Purchaser either individually or jointly with the Supplier for or on account of any damages or injury to any person or persons (including Supplier's employees) or property caused or occasioned or alleged to have been caused by or on account of the alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control, including without limitation use of a "Self-Help Code" or "Unauthorized Code" or failure to be Year 2000 and beyond Compliant, as defined herein; or

(b) Any infringement or claim of infringement of any patent, trademark, trade secrets, copyright, or other proprietary interest based upon the use or installation of any Product furnished to Purchaser and its customers hereunder. Should any of the Products furnished to Purchaser hereunder or the operation thereof, become the subject of a claim of any infringement of a patent, trademark or copyright, at Purchaser's sole option, the Supplier shall, at its expense, procure the right to continue using the Product; replace or modify the same so that they become non-infringing and extend this indemnity thereto; or refund to Purchaser the full purchase price of the infringing items; or

(c) Supplier's failure to comply with all applicable federal, state, and local laws, (including procurement of required permits or certificates) in connection with its performance hereunder (including without limitation, the Occupational Safety and Health Act of 1970 (OSHA), as amended, and any safety or health standards issued thereunder). Supplier shall immediately notify Purchaser (i) of any violation, summons, order or complaint that has been issued to Supplier by any federal, state, or local authority in connection with any Product provided under this PO; or (ii) if any permit, license, certificate or identification number required for working on the Product has been revoked, not been renewed, expired or been suspended. Supplier agrees not to discriminate against any employee or applicant for employment and agrees to comply with all laws, regulations and orders relating to equal opportunity and nondiscrimination in employment, to the extent any such laws, regulations and orders are applicable in the performance of work or the furnishing of services, material or supplies hereunder. For this purpose, the provisions of such laws, regulations and orders shall be deemed an integral part of the PO to the same extent as if written word for word therein.

(d) As used in this PO, Self-Help Code means any back door, "time bomb," drop-dead device, or other Product routine designed to disable a computer program automatically with the passage of time or under the positive

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control of a person other than a licensee of the program. Self-Help Code does not include Product routines in a computer program, if any, designed to permit the licensor of the computer program (or other person acting by authority of the licensor) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) for purposes of maintenance or technical support; and length herein; and

(e) As used in this PO, Unauthorized Code means any virus, Trojan horse, worm, or any other Product routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm Product, hardware, or data or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Supplier shall immediately remove any such Self-Help Code or Unauthorized Code in the Product of which it is notified or may discover; and

(f) As used in this PO, Year 2000 and beyond Compliance shall mean that the Product (i) will perform on and after January 1, 2000 in as good a manner as before such date and (ii) shall at all times manage, manipulate, report data involving dates and perform date sensitive functions (including the year 2000, dates before and after the year 2000, leap year, and single-century and multi-century formulae) without generating incorrect values or dates or causing an abnormally ending scenario within an application.

12. INSURANCE

Supplier shall secure and maintain at its expense during the term of the agreement and/or engagement and for a period of four years following termination of the agreement and/or engagement the insurance coverages set forth in “Minimum Insurance Requirements for ATN Suppliers” on the “Supplier” webpage located at www.atni.com.

13. COOPERATION

Supplier shall fully cooperate and not interfere with the work performance of other suppliers, contractors, or Purchaser's employees on the premises where the work is being performed.

14. NONWAIVER

Purchaser's failure to enforce any provision of this PO or exercise any right shall not be construed as a waiver of such provision or right.

15. SEVERABILITY

In the event that any one or more of the provisions contained herein shall be held to be unenforceable in any respect under the applicable laws, such unenforceability shall not affect any other provision of this PO, but this PO shall then be construed as if such unenforceable provisions had never been contained herein.

16. NOTICES

Any notice required or permitted to be given by either party hereto to the other shall be sent certified or registered mail to the address stated on the PO and shall be deemed to have been given when deposited in the United States mail with postage prepaid.

17. PUBLICITY AND INSIGNIA

Material rejected or not purchased by Purchaser which utilizes Purchaser or Purchaser’s names, trade names, trademarks, insignia, symbols, decorative designs or evidence of Purchaser's inspection (collectively "Insignia") shall have all such Insignia removed prior to any sale, use or disposition thereof. Supplier shall not advertise, market or otherwise disclose to others any information relating to the making of this PO, nor use Purchaser's name or Insignia, without Purchaser's express written consent.

18. USE AND PROTECTION OF INFORMATION

Supplier shall secure written approval from Purchaser before any business plans, specifications, records, drawings, data, computer programs, program documentation or any other technical information relating to the PO (other than that relating to Supplier's own standard commercial items) are released to other than those requiring the information for the performance of work under this PO. Any information of the type described above which is furnished by Purchaser to Supplier under or in contemplation of a PO shall remain Purchaser's property and be kept confidential by Supplier. The above information shall be used only for the purposes of this PO and, if in written, graphic or other tangible form, shall be immediately returned to the Purchaser at its request. Notwithstanding the above, there is no obligation on the part of the Purchaser to deem Supplier's information, except for licensed software source code, to be other than public and non-proprietary.

19. RIGHT TO AUDIT

The following applies if amounts payable to the Supplier are based upon actual time worked, material costs, factory invoicing or similar mutually agreed upon pricing arrangements which results in variable amounts payable by the Purchaser: Supplier shall maintain complete, legible and accurate records of all hours worked and costs incurred in the performance of its contract for three (3) years from the date of termination. Purchaser shall have the right to examine and audit at all reasonable times all such records and other records and accounts as may, under recognized accounting practices, contain information bearing upon the amount payable to the Supplier hereunder.

20. LICENSES

No licenses, express or implied, under any patent, copyright, trademark or other intellectual property, are granted by Purchaser to Supplier hereunder.

21. ASSIGNMENT

Any assignment of the work to be performed, in whole or part, or of any other interest hereunder without prior written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any such assignment of monies shall be void to the extent that it attempts to impose upon Purchaser obligations to the assignee additional to the payment of such monies, or to preclude Purchaser from dealing solely and directly with Supplier in all matters pertaining hereto, including the negotiation of amendments or settlement of amounts due. Purchaser has the right to transfer, assign, or otherwise dispose of, in whole or in part, its rights, duties and obligations under this PO or title to, license(s) for, or other use of the Product or Service, as well as associated rights or obligations, in any lawful manner, including without limitation, by sale, lease, rent, or resale (collectively, "Transfer") provided such Transfer is to an Affiliate or to a partnership in which Purchaser or its Affiliate has an interest. "Affiliate" means an entity that controls, is controlled by, or is under common control of Purchaser.

22. RELATIONSHIP

Neither Supplier nor its subcontractors, nor the employees or agents of any of them shall be deemed to be Purchaser's employees or agents, it being understood the Supplier and its subcontractors are independent contractors for all purposes and at all times, and Supplier shall be wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them when and as required by law.

23. SUBCONTRACTING

Supplier shall not, without Purchaser's prior written approval, subcontract any portion of the work to be performed hereunder.

24. GOVERNING LAW

This PO shall be governed by the laws of the State of New York without reference to its conflicts of law provisions. All Products shall have the definition of goods under the U.C.C., and all remedies will be available at Purchaser's option as provided for by applicable law. The exclusive jurisdiction for any legal proceeding regarding this PO shall be the state or federal courts in New York and the parties expressly agree to submit to the jurisdiction of said Courts.

25. FORCE MAJEURE

Purchaser may delay delivery and/or Acceptance occasioned by causes beyond its control. If Supplier experiences force majeure circumstances, it shall use best efforts to minimize the impact on Purchaser, including arranging for comparable substitute Product and/or performance for Purchaser’s consideration and approval. Purchaser may terminate this PO in whole or in part if force majeure circumstances occur.

26. TIME IS OF THE ESSENCE

"Time is of the essence" is a material term of this PO. Supplier will meet all time commitments and provide Products promptly. The order is subject to cancellation for failure to deliver at specified time except for causes beyond Supplier’s control provided the Purchaser is notified at a reasonable time.

27. COMPLIANCE WITH LAWS.

Supplier shall comply with applicable federal, state and local laws, including those governing the use, transportation, and disposal of Hazardous materials; and laws that apply to the safeguarding, protection, and disposal of personally identifiable information and Customer Proprietary Network Information as defined in Title 47, U.S.C. Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability, veteran status, or any other unlawful criterion, and it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. Supplier acknowledges that the proprietary data, knowhow, software or other materials or information obtained under this Purchase Order are commodities and/or technical data subject to the Export Administration Regulations (the "EAR") of the United States Department of Commerce, and that any export or re-export thereof must be in compliance with the EAR.

Purchaser shall not export or re-export, directly or indirectly, either during the term of this PO or after its expiration, any commodities and/or technical data (or direct products thereof) provided under this Agreement in any form to destinations in Country Groups D:1 or E:2, as specified in Supplement No. 1 to Part 740 of the EAR, and as modified from time to time by the U.S. Department of Commerce, or to destinations that are otherwise controlled or embargoed under U.S. law. From time to time, Purchaser may request Supplier to provide an ECCN for one or more products purchased or available for purchase under this PO. Supplier agrees to promptly comply with any such request, without additional cost to Purchaser. Supplier shall defend, indemnify, and save Purchaser harmless from all liability resulting from failure of such compliance.

27. COMPLIANCE WITH ATN's UNIFIED SOURCING AND PROCUREMENT POLICY.

Supplier shall comply with "ATN's Unified Sourcing & Procurement Policy" on the "Supplier Information" webpage located at www.atni.com.

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