



Quote Number: Q-89216
www.gatesair.com

To:

WKOBLD
450 Park Ave Fl 30
New York NY, 10022 USA

From:

GatesAir, Inc.
5300 Kings Island Drive, Suite 101
Mason OH, 45040 USA

Mark Voorhees
Director of Sales, Key Accounts
mvoorhee@gatesair.com

Summary – All Prices are in USD

Summary

- A. VAXTE-4 Transmitter
- B. RF System
- C. Electrical
- D. Service

	Amount
A. VAXTE-4 Transmitter	\$68,305.92
B. RF System	\$18,990.17
C. Electrical	\$4,489.54
D. Service	\$10,639.05

Total Quote Price (Optional Items Not Included)

\$102,424.68

Is the purchase of this equipment or services exempt from sales tax? YES or NO
If NO - sales tax will be added to your invoices at the rate assigned to the ship to address.

If YES - Sales Tax Exemption Number _____ COPY OF CERTIFICATE MUST BE ATTACHED

Who can we contact regarding sales tax questions on behalf of your company?

Name: _____

Phone Number: _____



Bill To:
 WKOB-LD
 450 Park Ave Fl 30
 New York NY, 10022 USA

Ship To:
 WKOB-LD
 450 Park Ave Fl 30
 New York NY, 10022 USA

Quote #: Q-89216
Payment Terms: 1/3 Down with Order, 1/3 Prior to Ship, Balance Net 30
Effective Date: September 2, 2020
Valid Through: October 1, 2020
 Send Orders to orders@gatesair.com
Freight Terms: Not Included

A. VAXTE-4 Transmitter

No.	Product #	Qty	Net Unit Price	Ext. Price
2	VAXTE-4R37	1	\$66,500.00	\$66,500.00

GatesAir Maxiva Series High Efficiency VAXTE-4R37 Air-Cooled, Solid-State, Digital Television Transmitter. Band III, 170-240MHz. 1-5/8in transmitter output connector. Transmitter installed in a 37 RU standard 19in rack. 3200W DTV Average Power Out (Before Mask filter), 4000W DAB Average Power Out (before Mask filter) Single-Phase, 208-240 Volts -15%/+10%, 47-63Hz. Optional: Three-Phase, 208-240 or 380-415 Volts, -15%/+10%, 47-63Hz (see Transmitter Technical Manuals for AC installation information)

TRANSMITTER INCLUDES:

- (1) 2 RU Multi-Standard XTE Exciter/Driver with:
 - RTAC(TM) (Real-Time Adaptive Correction)
 - Modulation software upgradeable
 - Easy-to use operator interface via standard Web browser and external PC
 - RTAC(TM) (Real-Time Adaptive Correction)
 - Front panel display and control
 - Built-in compliance monitoring
- (2) ASI/SMPTE-310 inputs with auto-switching
- (2) IP Transport inputs with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GPS receiver (Antenna/cable sold separately)
- Built in battery UPS
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) VHF Broadband Power Amplifier
- (1) PA Power Supply

HIGH EFFICIENCY POWER AMPLIFIER BLOCK:

- (4) 3 RU High Efficiency Amplifier Block, including:
 - (2) VHF High efficiency LDMOS Power Amplifier Pallets
 - (1) High efficiency switch mode Power Supply
- (1) Pre-filter measurement coupler
- (1) Low pass (Harmonic) Filter
- (1) Factory Test at Rated Customer Power
- (1) 37 RU standard Rack
- (1) Maxiva VAXTE Series Transmitter Manual

Options (not included, sold separately):

- Secondary Exciter (Dual Exciter Option)
- Redundant switch mode power supply



No.	Product #	Qty	Net Unit Price	Ext. Price
- Integrated I/O panel with wiring from transmitter to the I/O panel - Internal Rack AC Distribution - Mask Filter - Post Mask Filter Coupler				
3	PA-VAXTE-BAND-A	4	\$0.00	\$0.00
POWER AMP BLOCK, VAXTE BAND A, 170-216MHZ				
4	VAXTE-SW-AT	2	\$0.00	\$0.00
VAXTE ATSC Modulation Software				
5	9810090605	1	\$1,139.43	\$1,139.43
KIT, VAXTE/UAXTE CUST I/O RACK CUSTOMER IO PLATE, CABLES, BOARD....				
6	9929139090	1	\$666.49	\$666.49
MAXIVA INSTALLATION KIT FOR SINGLE PA CABINET INCLUDES: CHANNEL NUT, W/SPRING 3/8-16 THREAD ROD, 3/8-16 X 10 (ZINC) FLAT PLATE FITTING STRUT, 1-5/8 12GA ZINC 10FT ANGLE, CORNER, FOUR HOLE BRACKET, STRUT, FLAT END CAP, PLASTIC, 1-5/8 STRUT HARDWARE, MAXIVA 1 PA CAB				
7	WNTY_EXTD_36MO	1	\$0.00	\$0.00
Extended Product Warranty: Warranty of GatesAir manufactured products valid 36 months from date of shipment. Refer to GatesAir Standard Terms and Condition of sales for warranty details.				
A. VAXTE-4 Transmitter TOTAL:				\$68,305.92

B. RF System

No.	Product #	Qty	Net Unit Price	Ext. Price
8	FLVA-3500-6AT-C	1	\$11,685.75	\$11,685.75
Reflective Sharp Tuned/Critical ATSC Mask Filter, 3500W VHF, Air Cooled, 8 Pole filter, Factory Tunable Band Width 6MHZ, 1-5/8" Unflanged Input & Output				
9	9710078133	1	\$1,467.02	\$1,467.02
KIT, VAXTE POST FILTER, CPLR/CAB, 1-5/8"				
10	STDLINEKT1-5810FT	2	\$2,918.70	\$5,837.40
KIT, RF XMSN LINE 1-5/8 10FT KIT CONTAINS: QTY (1) 10FT PIECE OF 1-5/8 XMSN LINE QTY (2) UNFLANGED TO FLANGED ADAPTERS QTY (4) BULLETS QTY (8) COUPLING SLEEVES WITH INNERS QTY (4) 90 DEGREE EQUAL LENGTH UNFLANGED ELBOW				
B. RF System TOTAL:				\$18,990.17



C. Electrical				
No.	Product #	Qty	Net Unit Price	Ext. Price
11	4721831000	1	\$2,955.75	\$2,955.75
XFMR, 208/480VAC PRI 30KVA				
12	7401277000	1	\$1,533.79	\$1,533.79
PARALLEL SURGE SUPPRESSOR, SINGLE/SPLIT PHASE 110V-240V. Parallel surge protection device combining spark gap type 1 lighting protection and pluggable MOV type 2 transient protection in a NEMA 4X polycarbonate enclosure for 110V to 240V single or split phase applications.				
C. Electrical TOTAL:				\$4,489.54

D. Service				
No.	Product #	Qty	Net Unit Price	Ext. Price
13	GA999TS	1	\$10,639.05	\$10,639.05
<p>VAXTE-4 INSTALL-SUP. COMMISSION</p> <p>GatesAir Standard Terms and Conditions and GatesAir Standard Statement of Work Apply</p> <p>Includes labor and expenses for (1) GatesAir Service Representative to perform work at (1) site.</p> <p>Includes complete installation supervision of VAXTE-4 single cabinet transmitter, system test load , RF patch panel or RF switch if purchased.</p> <p>Includes the installation supervision of RF components utilizing clip coupling components which may include soft soldering of system components as necessary on site. The customer would be required to supply appropriate acetylene and oxygen tanks if required.</p> <p>Includes the complete system testing and commissioning into a known good test load. The commissioning test will be performed utilizing GatesAir calibrated test equipment and standard commissioning test/documentation to GatesAir standard specifications.</p> <p>The project will be considered and planned to be a start to finish project without delay from the installation supervision and commissioning of the VAXTE-4 transmitter system into a known good test load. Assumes all GatesAir supplied equipment has been delivered to site prior to the arrival of the GatesAir Service Representative to the site.</p> <p>Project details and assumptions:</p> <p>Assumes all GatesAir supplied equipment has been delivered to site prior to the arrival of the GatesAir Service Representative to the site.</p> <p>Assuming the customer has reviewed the GatesAir Standard Statement of Work and has all the equipment on site needed for the installation services.</p> <p>Assumes site access a minimum of (6) days a week and (10)hours per day depending on the project and scope of work.</p> <p>Assumes there is adequate space within the facilities to support the installation supervision of all supplied equipment without the removal of any existing equipment.</p> <p>Assumes appropriate electrical and HVAC work to support new equipment has been completed prior to the arrival of the GatesAir Service Representative to the site.</p> <p>Assumes the customer hired electrician shall be on site day of or day after the arrival to site to discuss equipment layout and final AC connection to each. Assumes all electrical work can be completed without delaying installation and commissioning of equipment.</p> <p>Assumes the customer qualified site staff shall be available to support GatesAir Service Representative with appropriate site access and other needs as they arise. The standard GatesAir work schedule is (6) days a week and a maximum of (10) hours per day unless other arrangements are negotiated prior to project start dates or depending on the project and the scope of work.</p> <p>Assumes customer's antenna connection is within 12ft of location of RF mask filter. Any additional line length runs will be additionally charged to the customer at the GatesAir Standard Rates plus Expenses.</p> <p>Does not include repair of any existing transmitters or any other customer equipment that will be reused in final configuration. Repairs if required and agreed upon will be charged at the standard GatesAir daily rates plus expenses.</p> <p>Does not include any disposal of any equipment that may have been removed during the installation process. The customer shall be responsible for proper storage or disposal. Does not include the De-installation and removal of the existing transmitters currently on site.</p> <p>Does not include Installation or Commissioning Services of any GatesAir supplied equipment as related to the towers, antennas, or transmission line from the tower to the building. Does not include any work beyond commissioning and operational testing of any GatesAir supplied remote control equipment at the site. The customer is responsible for the configuration and connection to any link to the studio that may exist.</p> <p>Please refer to GatesAir Standard Terms and Conditions of installation and the GatesAir Standard Statement of Work for other details.</p> <p>Does not include any taxes, duties or VAT as related to services performed on -site.</p>				
D. Service TOTAL:				\$10,639.05

TOTAL:	\$102,424.68
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This Quote, and any Order resulting from this Quote, is subject to the Standard Terms and Conditions of Sale for GATESAIR which can be located at <http://www.gatesair.com/company/legal-compliance/terms-conditions>, which are incorporated herein by reference. The Standard Terms and Conditions for GATESAIR shall apply to the exclusion of any other terms and conditions except where expressly agreed in writing and signed by GATESAIR. For a hard copy of the terms and conditions, please call U.S. (513) 459-3502 or fax your request to (513) 459-3796, Attn.: Legal Dept., or email your request to GAContracts@gatesair.com.

As a part of its marketing efforts, GatesAir may publish general information about this order including customer name, solutions acquired, application for which the solutions are intended, and deal value. GatesAir will not publicize specific prices or other specific Confidential Information.

___ I do not authorize GatesAir to publicize this order.

Total Quote Price (Optional Items Not Included)

\$102,424.68

GatesAir Approval: _____
Mark Voorhees , Director of Sales, Key Accounts

Customer Approval: _____

Title: _____

Date: _____

Purchase Order #: _____

Return signed quote to orders@gatesair.com or mvoorhee@gatesair.com



HC2 LPTV Holdings, Inc
Accounts Payable
450 Park Avenue
Floor 29
New York, NY, 10022

Purchase Order

Order No.: PO001585
Date: 9/1/2020

Please direct any questions regarding purchase orders to stationap@hc2broadcasting.com or call (212) 339-5849

VENDOR:

Dielectric, LLC
 22 Tower Road
 Raymond ME 04071
 United States of America

SHIP TO:

HC2 LPTV Holdings, Inc
 450 Park Avenue
 Floor 29
 New York NY 10022
 United States of America
 Attn: Ivan Minkov

WKOB Antenna Q1932380

TERMS Net 30 Days

DESCRIPTION	CALL SIGN	QTY	RATE	AMOUNT
FCC 399 Reimbursable Expense – Equipment	WKOB	1.00	26,155.00	26,155.00

NOTE: TCP-C2-1/2M-1 CH 13

INPUT - 1-50

SEE TECH PROP C-71354-2

ANTENNA COMES WITH 2 INCH NOMINAL PIPES AND UBOLTS THAT SECURE THE SCREEN TO THE PIPES. IT IS UP TO THE CUSTOMER TO SECURE THE PIPES TO THE TOWER MAST

Total = \$26,155.00

The P.O. number must appear on all related correspondence, shipping papers, and invoices.

PO Total: 26,155.00
Sales Tax: 0.00
Total (USD): 26,155.00

**HC2 BROADCASTING HOLDINGS INC.
PURCHASE ORDER TERMS & CONDITIONS**

These terms and conditions govern the purchase order ("PO") that has been transmitted to you ("Vendor") by HC2 Broadcasting Holdings Inc. or one of its affiliates identified in the PO ("Buyer"). Notwithstanding any prior dealings between Buyer and Vendor, the PO is expressly made conditional on the acceptance of these terms and conditions (these terms and conditions, along with the PO, are hereinafter referred to as the "Agreement"). By accepting the PO and/or starting performance, shipping any goods or furnishing any services (or providing any deliverable arising therefrom) in connection with the PO, Vendor acknowledges that Vendor has agreed to be bound by the terms and conditions of the Agreement. If Vendor objects to any such terms and conditions, Vendor shall (a) notify Buyer in writing within three days after its receipt of the PO and (b) withhold acceptance of the PO and not start any performance, ship any goods or furnish any services (or provide any deliverable arising therefrom) in connection with the PO until/unless such objection is settled in writing signed by Buyer and Vendor.

1. Purchase of Goods and Services. Vendor shall (a) provide to Buyer the goods and services set forth in the PO; (b) keep Buyer advised of the status of the PO; (c) permit Buyer or its representatives to review and observe, from time to time upon reasonable notice, Vendor's progress under or performance in connection with the PO; and (d) provide Buyer with such reports as are appropriate to the nature of the goods and services set forth in the PO and as may be reasonably requested by Buyer from time to time.

2. Shipping. Unless Buyer otherwise informs Vendor, delivery of goods is to be F.O.B. Buyer's facility and all amounts in the PO include all delivery charges thereto. If Buyer and Vendor mutually agree that goods are to be shipped F.O.B. shipping point, and Buyer has not designated routing, Vendor shall ship goods via the most economical method that will meet the delivery date provided to Vendor by Buyer. Vendor shall provide a packing list to Buyer for all shipments referencing the appropriate order number.

3. Inspection. All goods and deliverables are subject to final review, inspection and acceptance by Buyer notwithstanding any payment or initial inspection. Final inspection will be made by Buyer within a reasonable time after receipt of goods or deliverables.

4. Non-Conformance. Buyer reserves the right to refuse any goods or services and to cancel all or any part of the PO if Vendor does not, or goods or services provided by Vendor to Buyer do not, conform to any applicable industry standards or practices, any applicable specifications, drawings, samples, descriptions or any other similar criteria in the PO or otherwise provided to Vendor by Buyer (the "Specifications") or any terms and conditions of the Agreement. Acceptance of any part of the shipment of goods or any part of the services shall not bind Buyer to accept any non-conforming goods or non-conforming services. Buyer may, if it rejects any non-conforming goods, return such goods to Vendor at Vendor's expense for transportation both ways, and Vendor shall not deliver to Buyer any replacement or substitution goods for such rejected goods unless so authorized by Buyer.

5. Late Delivery. The delivery of goods and services shall strictly comply with the delivery date or delivery schedule, if any, provided to Vendor by Buyer. If at any time it appears Vendor will not meet such delivery date or schedule, Vendor shall promptly notify Buyer in writing of reasons for, and the estimated duration of, the delay. If requested by Buyer, Vendor shall ship such delayed goods by means to avoid or minimize delay to the maximum extent possible and any added costs shall be borne by Vendor.

Purchase Orders are valid for 30 days of issuance.

6. Cancellation. Buyer may cancel the PO at any time and for any reason upon written notice to Vendor. In the event of such cancellation, Vendor shall comply with any directions given by Buyer in such notice with respect to the goods and services in the PO and cease all other shipment and delivery of goods and services with respect to the PO. Within 45 days from the effective date of such cancellation, Vendor shall provide to Buyer all materials and work-in-progress and submit an invoice to Buyer for all goods and services provided by Vendor and accepted by Buyer in accordance with the PO prior to cancellation. In no event shall Buyer be responsible for any amounts in the aggregate greater than (a) the total that would have been due under the PO or (b) the value of the work done by Vendor in accordance with the PO prior to cancellations, whichever is less.

7. Invoice. Vendor shall not issue any invoices before the goods or services are delivered to Buyer. Payment due dates will be computed from the date the invoice is received by Buyer to the date Buyer's payment is transmitted by Buyer. All invoices submitted by Vendor shall include (a) the PO number; (b) a description of goods and/or services provided; (c) details

regarding any reimbursable out-of-pocket expenditures pre-approved by Buyer; and (d) a detailed description of the number of hours worked and fee per hour, if services are provided based on time and material pricing. Vendor shall send Buyer invoices promptly, and in any event within 6 months after delivering the goods or services to Buyer. Any invoices sent to Buyer more than 6 months after Vendor delivered the goods or services may be rejected by Buyer, and Buyer shall not be obligated to pay any amounts not properly invoiced within 6 months.

8. Payments. Payment terms shall be net 60 days after Buyer's receipt of an undisputed invoice. Buyer may withhold payment of any amounts that are disputed in good faith by Buyer. Except for amounts expressly set forth in the PO, Buyer shall not be responsible for any other charges or expenses.

9. Warranties. Vendor unconditionally represents and warrants that (a) the goods and services supplied pursuant to the PO shall be of merchantable quality, conform to applicable industry standards and best practices and the Specifications, be suitable for Buyer's intended uses and purposes in the ordinary course of its business and be free from defects in design, material and workmanship; (b) all services provided by Vendor shall be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner; (c) any documentation provided to Buyer by Vendor shall meet reasonable standards of clarity and detail; (d) Vendor, the goods and services provided to Buyer and the use thereof by Buyer shall not violate, infringe, or misappropriate any party's intellectual property rights; (e) Vendor is currently under no obligation to any party, nor will Vendor enter into any obligation with any party, that could interfere with Vendor delivering the goods or services in the PO; and (f) Vendor shall comply with, and the goods and services provided by Vendor shall be in compliance with, all federal, state and municipal laws, ordinances and regulations, including those relating to the environment, occupational safety and health, labor standards, assembly and supply of the goods, International Standards Organization Rules 9,000 et seq. and any permits, licenses and certifications Vendor is required to have. All third party warranties and representations obtained by or applicable to Vendor in connection with any good and services in the PO are hereby deemed provided, in addition, for the benefit of Buyer and its affiliates. Nothing in this clause shall be construed as limiting in any way Vendor's other warranties to Buyer.

10. Indemnification. Vendor agrees to indemnify, defend, and hold harmless Buyer and its affiliates (and its and their respective directors, personnel and agents) against any and all losses, claims, liabilities, damages and expenses, including without limitation reasonable attorney's fees, in connection with or arising out of any breach of the Agreement by, or any negligent or willful misconduct of, Vendor, its personnel, agents, consultants, suppliers, or subcontractors.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL BUYER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF VENDOR OR ANY OTHER PARTY ARISING OUT OF THIS AGREEMENT. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL BUYER OR ITS AFFILIATES BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE GREATER OF (a) THE AMOUNT DUE FROM BUYER AS SET FORTH IN THE PO FOR THE

Continued...

GOODS OR SERVICES PROVIDED BY VENDOR IN ACCORDANCE WITH THE PO AND THESE TERMS AND CONDITIONS OR (b) \$1000. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

12. Insurance. For the period beginning when Vendor accepts the PO and/or starts performance, ships any goods or furnishes any services (or provides any deliverable arising therefrom) in connection with the PO and ending at least 3 years after Vendor completes the PO in full or the PO was cancelled by Buyer, Vendor shall, at its own expense, maintain with a reputable insurer reasonable and customary insurance coverage, including, but not limited to, (a) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (b) commercial general liability insurance including coverage for product liability in the minimum amount of \$5 million per occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Vendor furnishing the goods, deliverables and/or services under the PO.

13. Intellectual Property Rights. Buyer will be the exclusive owner of all deliverables created by Vendor in connection with or during the performance of the PO and all intellectual property rights therein. Vendor hereby irrevocably assigns to Buyer, and shall cause its personnel to irrevocably assign to Buyer, all right, title and interest in and to the deliverables and all intellectual property rights therein.

14. Force Majeure. Each party shall be excused for delays in performance or failure of performance to the extent arising from causes beyond such party's reasonable control. In the event of any such event or condition, the party whose performance is excused hereunder shall notify the other party promptly thereof and shall make diligent efforts to perform at its earliest opportunity. If Vendor's performance is excused hereunder, Buyer may cancel the PO and Vendor agrees to provide to Buyer the assistance and information necessary for Buyer to make, have made, or otherwise procure replacement goods and services.

15. Confidentiality. Vendor shall not disclose to any third party or use any Confidential Information (as defined below) for any purpose other than in connection with providing to Buyer the goods and/or services set forth in the PO. "Confidential Information" shall mean any information that is not already in the public domain relating to (a) the existence of the relationship with Buyer; (b) Buyer's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased and prices paid); (c) the nature of the services performed or deliverables or goods delivered; or (d) any data or other information regarding Buyer or its affiliates or their businesses. Upon Buyer's request at any time, all documents and other material containing Confidential Information shall be returned to Buyer or destroyed, as directed by Buyer.

16. No Publicity. Vendor will not use Buyer's or its affiliates' names or logos, or otherwise issue any publicity releases or make any public statements (whether in the form of news releases, advertising or solicitation materials, or blog or social media postings) relating to the Agreement or the good and services provided hereunder, without the prior written approval of Buyer.

17. Vendor Personnel. With respect to any personnel assigned by Vendor to provide goods or services to Buyer, Buyer reserves the right to request for any lawful reason whatsoever the removal or reassignment of any such personnel, which right shall not relieve Vendor of any responsibility it has for the PO. Vendor shall as soon as possible thereafter provide replacement personnel satisfactory to Buyer.

18. Buyer-Provided Materials. "Buyer-Provided Materials" means tools, equipment, or any other materials provided to Vendor, or paid for, by or on behalf of Buyer. All Buyer-Provided Materials shall be and remain the property of Buyer. Vendor shall not use any Buyer-Provided Materials except in filling Buyer's purchase orders. The Buyer-Provided Materials while in Vendor's custody or control shall be (a) held at Vendor's risk, (b) kept insured by Vendor at Vendor's expense in an amount equal to the replacement cost and (c) subject to removal at Buyer's written request, in which event Vendor shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Vendor, reasonable wear and tear excepted.

19. Buyer Facilities. While on the premises of Buyer or any of its affiliates (the "Buyer Facilities"), Vendor shall comply with all rules and regulations applicable to the Buyer Facilities. Vendor shall be responsible for its personnel and agents while they are in the Buyer Facilities. Vendor shall ensure that its personnel and agents proceed directly to the site where services are to be provided and do not enter any other part of the Buyer Facilities, except as directed by Buyer. Vendor agrees that Buyer or its affiliate, as the case may be, may search Vendor's personnel and agents, their vehicles and packages while they are on, leaving or entering the Buyer Facilities.

20. Governing Law; Venue. The Agreement shall be governed by the laws of the State of New York, regardless of its conflict of laws provisions. Any dispute, controversy, or claim arising out of or relating to the Agreement must be commenced and prosecuted in its entirety in either the State or Federal courts serving in New York, New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Agreement in any other court or forum.

21. Audit. For the period beginning when Vendor accepts the PO and/or starts performance in connection with the PO and ending at least 4 years after Vendor completes the PO or the PO was cancelled by Buyer, Vendor agrees to make, keep and maintain, in accordance with generally accepted accounting principles and practices, consistently applied from year to year, complete books, invoices, receipts, manuals, contracts, and other records relating to the Agreement, including the goods and/or services provided thereunder and if applicable, cost of materials used, expenses incurred, hours worked. Buyer shall have the right to audit and/or examine all such items during regular business hours and upon reasonable prior notice. If any audit or examination reveals that Vendor collected more from Buyer than it was entitled to collect, Vendor shall promptly reimburse such Buyer for the amount of any overcharges. Vendor shall also pay Buyer interest at the rate of one percent (1%) per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to Vendor until the date of actual reimbursement to Buyer. In the event that any such audit or examination reveals that Vendor collected more than five percent (5%) than what it was entitled to collect under the PO, Vendor shall also reimburse Buyer for the cost of such audit.

22. Assignment. The rights and duties under the PO and these terms and condition shall not be assignable by either party without the prior written consent of the other party; provided however, Buyer may assign its rights and obligations to any one or more of its affiliates. The Agreement shall inure to the benefit of and be binding upon Buyer and Vendor and their respective successors and permitted assigns.

23. Relationship. The relationship of Buyer and Vendor is that of independent contractors, and nothing contained herein shall be construed to (a) give either party any right or authority to create or assume any obligation of any kind on behalf of the other or (b) constitute Buyer and Vendor as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. Buyer shall not be liable for any of its affiliates under any circumstances.

24. Miscellaneous. The Agreement contains the entire understanding of Buyer and Vendor (and supersedes all previous understandings between the parties, written or oral) with respect to the subject matter of the PO. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. A party's failure to act with respect to the other party's breach of any provision contained herein does not constitute a waiver. The Agreement will survive the fulfillment of the PO. No modification, amendment or waiver of any term or condition of the Agreement shall be effective, nor shall any additional or different terms or conditions (whether set forth in an invoice, confirmation, acceptance, shrink-wrap license, click wrap license, online terms of use, or pursuant to any course of dealing, usage of the trade or Buyer's acceptance of any goods or services) be effective, unless set forth in a writing signed by Buyer and Vendor.



GatesAir, Inc.

3200 Wismann Lane
Quincy, IL 62305 USA
(Tel) 217/222-8200

Sales Order Acknowledgement

Order Number: JWG004755A
Sales Team: Brian Szewczyk

Please advise us promptly, and in any event within ten (10) days from the date hereof, if your order has not been entered correctly. When communicating with us concerning this order, please mention the Sales Order Number.

Bill To: HC2 Holdings Inc
450 Park Avenue, 29th Floor
New York, NY 10022 USA

Sold To: WKOB-LD
450 Park Avenue
Floor 29
New York, NY 10022 USA

Freight Terms Origin Prepaid	Effective Date 10/15/2020	Purchase Order Number PO001600	Payment Terms 1/3 Down, 1/3 Before Ship, Bal Net 30 Days
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Line Item	Product Number Product Description	Req Ship Date Qty Ordered	Ship To ID UOM	Location Unit Price	Total
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GatesAir, Inc.

3200 Wismann Lane
 Quincy, IL 62305 USA
 (Tel) 217/222-8200

Sales Order Acknowledgement

Order Number: JWG004755A

Sales Team: Brian Szewczyk

Please advise us promptly, and in any event within ten (10) days from the date hereof, if your order has not been entered correctly. When communicating with us concerning this order, please mention the Sales Order Number.

Line Item	Product Number Product Description	Req Ship Date	Ship To ID UOM	Location	Unit Price	Total
1	VAXTE-4R37 VAXTE-4R37, HIGH EFF XMTR	12/04/2020	00114746-3 EA	1	67,639.43	67,639.43
	<u>Option</u>		<u>Option Value</u>		<u>Config Value</u>	
	Configuration: 1TX- UAXT DUAL LPU		N			
	1TX- UAXT TPO WATTS befor		3040.0			
	2TX- channel and bw					
	AC Line Voltage:		208-3		208/240V - 3 Phase	
	CE APPROVAL NEEDED		N			
	DAB MOD					
	DIGITAL MODULATION		AT		ATSC	
	OFFSET NEEDED (XXX.142857		N			
	REDUNDANT PS		N			
	RUSSIAN DOCUMENTATIONN		N			
	SYS- ADDITIONAL LINE ITEM		Y			
	SYS- UAXT FRONT AIR PLENU		N			
	TEST DATA ON 2ND CHANNEL?		N			
	UAXTE PA BAND		A		PAB, VAXTE, BAND A, 170-216MHZ	
	1TX- CHANNEL AND BANDWIDT		247		U13 (213 Mhz Center Frequency) 6 Mh:	
	1TX- UAXT DUAL LPU		N			
	1TX- UAXT TPO WATTS befor		3040.0			
	2TX- channel and bw					
	7-16		N			
	CHANNEL 2 - 6		0			
	DIGITAL MODULATION		AT		ATSC	
	INSTALL KIT OPTION		N			
	IS EXCITER STANDALONE?		N			
	POST COUPLER FILTER		N			
	REDUNDANT PS		N			
	SINGLE FREQUENCY NETWORK		N			
	1TX- ADDITIONAL MODULATIO		0N		NONE	
	1TX- CHANNEL AND BANDWIDT		247		U13 (213 Mhz Center Frequency) 6 Mh:	
Line 1 Note:	TRANSMITTER INCLUDES: VAXTE-4R37 PA-VAXTE-BAND-A VAXTE-SW-AT 9810090605					
2	9929139090 KIT, INSTALL MATERIAL, MAXIVA	12/04/2020	00114746-3 EA	1	666.49	666.49



GatesAir, Inc.
 3200 Wismann Lane
 Quincy, IL 62305 USA
 (Tel) 217/222-8200

Sales Order Acknowledgement

Order Number: JWG004755A
 Sales Team: Brian Szewczyk

Please advise us promptly, and in any event within ten (10) days from the date hereof, if your order has not been entered correctly. When communicating with us concerning this order, please mention the Sales Order Number.

Line Item	Product Number Product Description	Req Ship Date	Ship To ID Qty Ordered	UOM	Location Unit Price	Total
3	WNTY_EXTD_36MO PRODUCT 36 MONTH WARRANTY	12/04/2020	00114746-3 1.00	EA	1 0.00	0.00
4	FLVA-3500-6AT-C CMASK 3.5KW 8P VHF ATSC/6 TUNE	12/04/2020	00114746-3 1.00	EA	1 11,685.75	11,685.75
5	9710078133 KIT, VAXTE POST FILTER, CPLR/C	12/04/2020	00114746-3 1.00	EA	1 1,467.02	1,467.02
6	STDLINEKT1-5810FT KIT, RF XMSN LINE 1-5/8 10FT	12/04/2020	00114746-3 2.00	EA	1 2,918.70	5,837.40
7	4721831000 XFMR, 208/480VAC PRI 30KVA	12/04/2020	00114746-3 1.00	EA	1 2,955.75	2,955.75
8	7401278000 PARALLEL SURGE SUPPRESSOR, FOR	12/04/2020	00114746-3 1.00	EA	1 1,533.79	1,533.79
9	VAXTE-INST-1-8 VAXTE-1 - VAXTE-8 Install Serv	12/04/2020	00114746-3 1.00	EA	1 10,639.05	10,639.05
10	9929139096 KIT, U/VAXTE SYS INTERCONN WIR	12/04/2020	00114746-3 1.00	EA	1 0.00	0.00

Notes: Thank you for your order, your order administrator is Ginger Obert. You may contact Ginger via phone at 217 221 7122, facsimile 217 221 7090 or through email at ginger.obert@gatesair.com.

Ship To Locations:

00114746-3
 WKOB-LD
 450 Park Avenue
 Floor 29
 New York, NY 10022 USA

SubTotal	102,424.68
Total Net Price	102,424.68
Tax Total	9,090.19
Order Total	111,514.87

This Invoice is subject to the Standard Terms and Conditions of Sale for GATESAIR which can be located at <http://www.gatesair.com/company/legal-compliance/terms-conditions>, which are incorporated herein by reference. The Standard Terms and Conditions for GATESAIR shall apply to the exclusion of any other terms and conditions except where expressly agreed in writing and signed by GATESAIR. For a hard copy of the terms and conditions, please call U.S. (513) 459-3502 or fax your request to (513) 459-3796, Attn.: Legal Dept., or email your request to GAContracts@gatesair.com.

All prices are in USD.

SHIPPING LIST
WKOB CH. 13
TCP-C2-1/2M-1
 MSO# 1932380 LINE 1
 P/N- 400015472
 W/O 51346

QTY.	PART #	DESCRIPTION	PALLET #
2	400015643	PANEL TCP DUAL 1-50 EIA INPUTS, WHITE RADOME	
QTY.	PART #	DESCRIPTION	BOX #
1	ENVELOPE	ANTENNA INSTALLATION INFORMATION	
4	400015649	PIPE, Ø2.00 SCH 40 GALVANIZED 80.00 LONG	
8	RP8221230001	U-BOLT 2.0 PIPE (Ø2.375) GALV 1/2-13(W HARDWARE)	CT 3
40	RP0550120128	CLAMP 1 IN. BEAM	
40	R005A53401	GROUNDING KIT FOR 7/8 HELIAX	
2	R103289	SADDLE KIT, 3 T/L 5/8 X 7 LG	
1	300003383	PDR VHF 3 1/8 INPUT X (4) 1 5/8 OUTPUT	
1	R81369	REDUCER ASSY 3-50 X 1-50 X 5.50 (ON PDR)	
4	400002850	CONN. ASSEMBLY SPECIAL 1-50 (IN SIRA PDR)	CT 3
2	400015648-1	CABLE KIT 7/8 TO 1 5/8 -90 PHASE 360" LONG	
2	400015648-2	CABLE KIT 7/8 TO 1 5/8 0 PHASE 347.81" LONG	
5	R006A35401	ANCHOR CONNECTOR ASSEMBLY, 1-50, STD	CT 3
4	RH015200003	STRAP, 5.13 LONG, Ø.44 HOLE X 4.00 CTC, TCP PANEL	
16	R0153800000	WASHER FLAT 3/8 AN960-C616 .063THK	
8	R0163800000	LOCK WASHER SPLIT 3/8 SS	
8	R0143816000	NUT HEX 3/8-16 MOLY LUBED	
8	R0023816150	HHCS SS 3/8-16X1.50	

PICKED BY
 J.W.W. 1/8/2021



22 Tower Road
Raymond ME 04071
United States
Tel: +1207-655-8100
Fax: +1207-655-8173
www.dielectric.com

Quote Document

Bill To	Ship To
HC2 STATION GROUP INC. 450 Park Avenue, FL30 New York, NY 10022 US	TBD TBD TBD , US

Number	1932380
Booked Date	11-Aug-20
Customer PO	
Sales Person	Cory L Edwards
CSR	Craig A Gurney
Currency	US Dollar
Facility Id	51441

Payment	Net30
INCO Terms	FOB ORIGIN PPA
Freight Carrier	
Packing Instructions	
Governing Terms	Terms and Conditions of Sale for Broadcast; or Engineering Services (Rev D. 14 August 2017)

Header Text	WKOB
Additional Information	

Line	Item	Qty	Unit	Net Price	Extended Price
1	11000000077 TCP-C2-1/2M-1 CH 13 INPUT - 1-50 SEE TECH PROP C-71354-2 ANTENNA COMES WITH 2 INCH NOMINAL PIPES AND UBOLTS THAT SECURE THE SCREEN TO THE PIPES. IT IS UP TO THE CUSTOMER TO SECURE THE PIPES TO THE TOWER MAST.	1	EA	\$26,155.00	\$26,155.00
Subtotal					\$26,155.00
Charges					\$0.00
Order Total					\$26,155.00



**22 Tower Road
 Raymond ME 04071
 United States
 Tel: +1207-655-8100
 Fax: +1207-655-8173
www.dielectric.com**

Quote Document

Bill To	Ship To
HC2 STATION GROUP INC. 450 Park Avenue, FL30 New York, NY 10022 US	TBD TBD TBD , US

Number	1932380
Booked Date	11-Aug-20
Customer PO	
Sales Person	Cory L Edwards
CSR	Craig A Gurney
Currency	US Dollar
Facility Id	51441

Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Requested Date: _____

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a mutually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



HC2 LPTV Holdings, Inc
Accounts Payable
450 Park Avenue
Floor 29
New York, NY, 10022

Purchase Order

Order No.: PO001600
Date: 9/10/2020

Please direct any questions regarding purchase orders to stationap@hc2broadcasting.com or call (212) 339-5849

VENDOR:

GatesAir, Inc.
 3200 Wisnann Lane
 Quincy IL 62301
 United States of America

SHIP TO:

HC2 LPTV Holdings, Inc
 450 Park Avenue
 Floor 29
 New York NY 10022
 United States of America
 Attn: Ivan Minkov

WKOB Transmitter & Service

TERMS Net 30 Days

DESCRIPTION	CALL SIGN	QTY	RATE	AMOUNT
WKOB FCC 399 Reimbursable Expense – Equipment NOTE: Summary Amount A. VAXTE-4 Transmitter \$68,305.92 B. RF System \$18,990.17 C. Electrical \$4,489.54	WKOB	1.00	91,785.63	91,785.63
WKOB FCC 399 Reimbursable Expense – Services NOTE: D. Service \$10,639.05	WKOB	1.00	10,639.05	10,639.05

The P.O. number must appear on all related correspondence, shipping papers, and invoices.

NOTE: Is the purchase of this equipment or services exempt from sales tax?
 YES or NO
 If NO - sales tax will be added to your invoices at the rate assigned to the ship to address.
 If YES - Sales Tax Exemption Number _____

PO Total: 102,424.68
Sales Tax: 0.00
Total (USD): **102,424.68**

_____ COPY OF CERTIFICATE MUST BE ATTACHED

Who can we contact regarding sales tax questions on behalf of your company?

Name: _____
 Phone Number: _____

**HC2 BROADCASTING HOLDINGS INC.
PURCHASE ORDER TERMS & CONDITIONS**

These terms and conditions govern the purchase order ("PO") that has been transmitted to you ("Vendor") by HC2 Broadcasting Holdings Inc. or one of its affiliates identified in the PO ("Buyer"). Notwithstanding any prior dealings between Buyer and Vendor, the PO is expressly made conditional on the acceptance of these terms and conditions (these terms and conditions, along with the PO, are hereinafter referred to as the "Agreement"). By accepting the PO and/or starting performance, shipping any goods or furnishing any services (or providing any deliverable arising therefrom) in connection with the PO, Vendor acknowledges that Vendor has agreed to be bound by the terms and conditions of the Agreement. If Vendor objects to any such terms and conditions, Vendor shall (a) notify Buyer in writing within three days after its receipt of the PO and (b) withhold acceptance of the PO and not start any performance, ship any goods or furnish any services (or provide any deliverable arising therefrom) in connection with the PO until/unless such objection is settled in writing signed by Buyer and Vendor.

1. Purchase of Goods and Services. Vendor shall (a) provide to Buyer the goods and services set forth in the PO; (b) keep Buyer advised of the status of the PO; (c) permit Buyer or its representatives to review and observe, from time to time upon reasonable notice, Vendor's progress under or performance in connection with the PO; and (d) provide Buyer with such reports as are appropriate to the nature of the goods and services set forth in the PO and as may be reasonably requested by Buyer from time to time.

2. Shipping. Unless Buyer otherwise informs Vendor, delivery of goods is to be F.O.B. Buyer's facility and all amounts in the PO include all delivery charges thereto. If Buyer and Vendor mutually agree that goods are to be shipped F.O.B. shipping point, and Buyer has not designated routing, Vendor shall ship goods via the most economical method that will meet the delivery date provided to Vendor by Buyer. Vendor shall provide a packing list to Buyer for all shipments referencing the appropriate order number.

3. Inspection. All goods and deliverables are subject to final review, inspection and acceptance by Buyer notwithstanding any payment or initial inspection. Final inspection will be made by Buyer within a reasonable time after receipt of goods or deliverables.

4. Non-Conformance. Buyer reserves the right to refuse any goods or services and to cancel all or any part of the PO if Vendor does not, or goods or services provided by Vendor to Buyer do not, conform to any applicable industry standards or practices, any applicable specifications, drawings, samples, descriptions or any other similar criteria in the PO or otherwise provided to Vendor by Buyer (the "Specifications") or any terms and conditions of the Agreement. Acceptance of any part of the shipment of goods or any part of the services shall not bind Buyer to accept any non-conforming goods or non-conforming services. Buyer may, if it rejects any non-conforming goods, return such goods to Vendor at Vendor's expense for transportation both ways, and Vendor shall not deliver to Buyer any replacement or substitution goods for such rejected goods unless so authorized by Buyer.

5. Late Delivery. The delivery of goods and services shall strictly comply with the delivery date or delivery schedule, if any, provided to Vendor by Buyer. If at any time it appears Vendor will not meet such delivery date or schedule, Vendor shall promptly notify Buyer in writing of reasons for, and the estimated duration of, the delay. If requested by Buyer, Vendor shall ship such delayed goods by means to avoid or minimize delay to the maximum extent possible and any added costs shall be borne by Vendor.

Purchase Orders are valid for 30 days of issuance.

6. Cancellation. Buyer may cancel the PO at any time and for any reason upon written notice to Vendor. In the event of such cancellation, Vendor shall comply with any directions given by Buyer in such notice with respect to the goods and services in the PO and cease all other shipment and delivery of goods and services with respect to the PO. Within 45 days from the effective date of such cancellation, Vendor shall provide to Buyer all materials and work-in-progress and submit an invoice to Buyer for all goods and services provided by Vendor and accepted by Buyer in accordance with the PO prior to cancellation. In no event shall Buyer be responsible for any amounts in the aggregate greater than (a) the total that would have been due under the PO or (b) the value of the work done by Vendor in accordance with the PO prior to cancellations, whichever is less.

7. Invoice. Vendor shall not issue any invoices before the goods or services are delivered to Buyer. Payment due dates will be computed from the date the invoice is received by Buyer to the date Buyer's payment is transmitted by Buyer. All invoices submitted by Vendor shall include (a) the PO number; (b) a description of goods and/or services provided; (c) details

regarding any reimbursable out-of-pocket expenditures pre-approved by Buyer; and (d) a detailed description of the number of hours worked and fee per hour, if services are provided based on time and material pricing. Vendor shall send Buyer invoices promptly, and in any event within 6 months after delivering the goods or services to Buyer. Any invoices sent to Buyer more than 6 months after Vendor delivered the goods or services may be rejected by Buyer, and Buyer shall not be obligated to pay any amounts not properly invoiced within 6 months.

8. Payments. Payment terms shall be net 60 days after Buyer's receipt of an undisputed invoice. Buyer may withhold payment of any amounts that are disputed in good faith by Buyer. Except for amounts expressly set forth in the PO, Buyer shall not be responsible for any other charges or expenses.

9. Warranties. Vendor unconditionally represents and warrants that (a) the goods and services supplied pursuant to the PO shall be of merchantable quality, conform to applicable industry standards and best practices and the Specifications, be suitable for Buyer's intended uses and purposes in the ordinary course of its business and be free from defects in design, material and workmanship; (b) all services provided by Vendor shall be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner; (c) any documentation provided to Buyer by Vendor shall meet reasonable standards of clarity and detail; (d) Vendor, the goods and services provided to Buyer and the use thereof by Buyer shall not violate, infringe, or misappropriate any party's intellectual property rights; (e) Vendor is currently under no obligation to any party, nor will Vendor enter into any obligation with any party, that could interfere with Vendor delivering the goods or services in the PO; and (f) Vendor shall comply with, and the goods and services provided by Vendor shall be in compliance with, all federal, state and municipal laws, ordinances and regulations, including those relating to the environment, occupational safety and health, labor standards, assembly and supply of the goods, International Standards Organization Rules 9,000 et seq. and any permits, licenses and certifications Vendor is required to have. All third party warranties and representations obtained by or applicable to Vendor in connection with any good and services in the PO are hereby deemed provided, in addition, for the benefit of Buyer and its affiliates. Nothing in this clause shall be construed as limiting in any way Vendor's other warranties to Buyer.

10. Indemnification. Vendor agrees to indemnify, defend, and hold harmless Buyer and its affiliates (and its and their respective directors, personnel and agents) against any and all losses, claims, liabilities, damages and expenses, including without limitation reasonable attorney's fees, in connection with or arising out of any breach of the Agreement by, or any negligent or willful misconduct of, Vendor, its personnel, agents, consultants, suppliers, or subcontractors.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL BUYER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF VENDOR OR ANY OTHER PARTY ARISING OUT OF THIS AGREEMENT. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL BUYER OR ITS AFFILIATES BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE GREATER OF (a) THE AMOUNT DUE FROM BUYER AS SET FORTH IN THE PO FOR THE

Continued...

GOODS OR SERVICES PROVIDED BY VENDOR IN ACCORDANCE WITH THE PO AND THESE TERMS AND CONDITIONS OR (b) \$1000. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

12. Insurance. For the period beginning when Vendor accepts the PO and/or starts performance, ships any goods or furnishes any services (or provides any deliverable arising therefrom) in connection with the PO and ending at least 3 years after Vendor completes the PO in full or the PO was cancelled by Buyer, Vendor shall, at its own expense, maintain with a reputable insurer reasonable and customary insurance coverage, including, but not limited to, (a) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (b) commercial general liability insurance including coverage for product liability in the minimum amount of \$5 million per occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Vendor furnishing the goods, deliverables and/or services under the PO.

13. Intellectual Property Rights. Buyer will be the exclusive owner of all deliverables created by Vendor in connection with or during the performance of the PO and all intellectual property rights therein. Vendor hereby irrevocably assigns to Buyer, and shall cause its personnel to irrevocably assign to Buyer, all right, title and interest in and to the deliverables and all intellectual property rights therein.

14. Force Majeure. Each party shall be excused for delays in performance or failure of performance to the extent arising from causes beyond such party's reasonable control. In the event of any such event or condition, the party whose performance is excused hereunder shall notify the other party promptly thereof and shall make diligent efforts to perform at its earliest opportunity. If Vendor's performance is excused hereunder, Buyer may cancel the PO and Vendor agrees to provide to Buyer the assistance and information necessary for Buyer to make, have made, or otherwise procure replacement goods and services.

15. Confidentiality. Vendor shall not disclose to any third party or use any Confidential Information (as defined below) for any purpose other than in connection with providing to Buyer the goods and/or services set forth in the PO. "Confidential Information" shall mean any information that is not already in the public domain relating to (a) the existence of the relationship with Buyer; (b) Buyer's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased and prices paid); (c) the nature of the services performed or deliverables or goods delivered; or (d) any data or other information regarding Buyer or its affiliates or their businesses. Upon Buyer's request at any time, all documents and other material containing Confidential Information shall be returned to Buyer or destroyed, as directed by Buyer.

16. No Publicity. Vendor will not use Buyer's or its affiliates' names or logos, or otherwise issue any publicity releases or make any public statements (whether in the form of news releases, advertising or solicitation materials, or blog or social media postings) relating to the Agreement or the good and services provided hereunder, without the prior written approval of Buyer.

17. Vendor Personnel. With respect to any personnel assigned by Vendor to provide goods or services to Buyer, Buyer reserves the right to request for any lawful reason whatsoever the removal or reassignment of any such personnel, which right shall not relieve Vendor of any responsibility it has for the PO. Vendor shall as soon as possible thereafter provide replacement personnel satisfactory to Buyer.

18. Buyer-Provided Materials. "Buyer-Provided Materials" means tools, equipment, or any other materials provided to Vendor, or paid for, by or on behalf of Buyer. All Buyer-Provided Materials shall be and remain the property of Buyer. Vendor shall not use any Buyer-Provided Materials except in filling Buyer's purchase orders. The Buyer-Provided Materials while in Vendor's custody or control shall be (a) held at Vendor's risk, (b) kept insured by Vendor at Vendor's expense in an amount equal to the replacement cost and (c) subject to removal at Buyer's written request, in which event Vendor shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Vendor, reasonable wear and tear excepted.

19. Buyer Facilities. While on the premises of Buyer or any of its affiliates (the "Buyer Facilities"), Vendor shall comply with all rules and regulations applicable to the Buyer Facilities. Vendor shall be responsible for its personnel and agents while they are in the Buyer Facilities. Vendor shall ensure that its personnel and agents proceed directly to the site where services are to be provided and do not enter any other part of the Buyer Facilities, except as directed by Buyer. Vendor agrees that Buyer or its affiliate, as the case may be, may search Vendor's personnel and agents, their vehicles and packages while they are on, leaving or entering the Buyer Facilities.

20. Governing Law; Venue. The Agreement shall be governed by the laws of the State of New York, regardless of its conflict of laws provisions. Any dispute, controversy, or claim arising out of or relating to the Agreement must be commenced and prosecuted in its entirety in either the State or Federal courts serving in New York, New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Agreement in any other court or forum.

21. Audit. For the period beginning when Vendor accepts the PO and/or starts performance in connection with the PO and ending at least 4 years after Vendor completes the PO or the PO was cancelled by Buyer, Vendor agrees to make, keep and maintain, in accordance with generally accepted accounting principles and practices, consistently applied from year to year, complete books, invoices, receipts, manuals, contracts, and other records relating to the Agreement, including the goods and/or services provided thereunder and if applicable, cost of materials used, expenses incurred, hours worked. Buyer shall have the right to audit and/or examine all such items during regular business hours and upon reasonable prior notice. If any audit or examination reveals that Vendor collected more from Buyer than it was entitled to collect, Vendor shall promptly reimburse such Buyer for the amount of any overcharges. Vendor shall also pay Buyer interest at the rate of one percent (1%) per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to Vendor until the date of actual reimbursement to Buyer. In the event that any such audit or examination reveals that Vendor collected more than five percent (5%) than what it was entitled to collect under the PO, Vendor shall also reimburse Buyer for the cost of such audit.

22. Assignment. The rights and duties under the PO and these terms and condition shall not be assignable by either party without the prior written consent of the other party; provided however, Buyer may assign its rights and obligations to any one or more of its affiliates. The Agreement shall inure to the benefit of and be binding upon Buyer and Vendor and their respective successors and permitted assigns.

23. Relationship. The relationship of Buyer and Vendor is that of independent contractors, and nothing contained herein shall be construed to (a) give either party any right or authority to create or assume any obligation of any kind on behalf of the other or (b) constitute Buyer and Vendor as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. Buyer shall not be liable for any of its affiliates under any circumstances.

24. Miscellaneous. The Agreement contains the entire understanding of Buyer and Vendor (and supersedes all previous understandings between the parties, written or oral) with respect to the subject matter of the PO. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. A party's failure to act with respect to the other party's breach of any provision contained herein does not constitute a waiver. The Agreement will survive the fulfillment of the PO. No modification, amendment or waiver of any term or condition of the Agreement shall be effective, nor shall any additional or different terms or conditions (whether set forth in an invoice, confirmation, acceptance, shrink-wrap license, click wrap license, online terms of use, or pursuant to any course of dealing, usage of the trade or Buyer's acceptance of any goods or services) be effective, unless set forth in a writing signed by Buyer and Vendor.