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## PURCHASE ORDER TERMS AND CONDITIONS

Liberty Latin America is a company which provides telecommunications services through its operating companies in Puerto Rico, United States Virgin Islands, Chile, the Caribbean and Latin America. These terms and conditions apply to the Contracting Entity and any of its Affiliates.

**1. DEFINITIONS.** In these Conditions: "Affiliate" means any other entity controlling, controlled by or under common Control with the Contracting Entity. "Commercial Invoice" means a formal document used to transfer title of Goods and/or Services from Supplier to Contracting Entity. "Conditions" means the standard terms and conditions of purchase set out in this document and includes any special terms and conditions agreed in writing between Contracting Entity and Supplier. "Contracting Entity" means the LLA entity noted on the Order, and its successors and assigns. "Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares, control of the board of directors by contract or otherwise and "Controls" and "Controlled" shall be interpreted accordingly. "Covered List" means, collectively: (i) entities, equipment and services included on the United States Federal Communications Commission's Covered List, which may be accessed at <https://www.fcc.gov/supplychain/coveredlist> and, (ii) "covered telecommunications equipment or services" as defined at FAR 52.204-25, which may be accessed at <https://www.acquisition.gov/far/52.204-25>. "Delivery Address" means the address for delivery stated on the Order. "Delivery Note" means a document accompanying the delivery of Goods and/or Services that defines the Order the delivery is made against, lists the description, and quantity of the Goods and/or Services delivered, and to whom. A copy of the delivery note, signed by the Contracting Entity or consignee, is returned to the Supplier or consignor as a proof of delivery. "Good Industry Standards" means, in relation to any undertaking and any

circumstances, the exercise of the skill, care, prudence, efficiency, foresight, and timeliness which would be expected from a highly skilled, trained, and experienced person under the same or similar circumstances. "Goods" means all those goods and materials described in the Order. "Liberty Latin America" or "LLA" means Liberty Latin America Ltd. and its successors and assigns. "LLA Data" means any data, information, text, drawings or other material (in whatever form and on any medium including all electronic, optical, magnetic and tangible media) relating to the Contracting Entity, its Affiliates, customers, suppliers or any personnel of LLA which is, whether before or after the date the Order is issued: (i) made available to the Supplier or its personnel by or on behalf of LLA; or (ii) created, generated, transmitted, stored or processed by the Supplier or its personnel as a part, or as a result, of providing the Goods and/or Services. LLA Data includes Personal Data as defined below. "LLA IT" means all other Systems used by the Contracting Entity and any of its Affiliates (including third party Systems) other than the Supplier's Systems. "Order" means Contracting Entity's purchase order for the supply of the Goods and/or Services, which is subject to these Conditions. "Price" means the total price of the Goods and/or Services. "Services" means the services described in the Order. "Security Breach" means a data security breach or incident in which LLA Data or otherwise sensitive, protected or confidential data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so. "SOW" means the Statement of Work which shall include the scope of works, pricing and other information relating to the Goods and/or Services and which may form part of a Supplementary Contract. "Specifications" means the plans, drawings, data and other technical information relating to the



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Goods and/or Services. "Standards" means the safety and technical standards of the Goods and/or Services referred to in the Specifications. "Supplementary Contract" means a written agreement between Contracting Entity or any of its Affiliates and Supplier used to replace the Conditions set out in this document and/or enhance the specifications of the Goods and/or Services described in the Order. "Supplier" means the person, firm or company to whom the Order is addressed. "Systems" means communication systems, computer programs, Software, computer and communications networks, hardware, firmware, servers, devices, cabling and related equipment, databases, the tangible media on which they are recorded and their supporting documentation. "Virus" means a computer virus, 'trojan horse', worm, logic bomb, back door or similar item whose purpose or possible function is to disable a computer or network or adversely affect its performance, prevent or hinder the operation of any program or the reliability of any data. "Writing" includes telex, cable, facsimile transmission, electronic mail and comparable means of communication. "Working Day" means any day other than Saturday, Sunday, or any public holiday in the jurisdiction of incorporation of Contracting Entity or of Supplier.

## **2. BASIS OF PURCHASE OR ENGAGEMENT.**

(a) The Order constitutes an offer by Contracting Entity to purchase the Goods and/or acquire the Services subject to these Conditions. The Order shall constitute the only authorized form of offer on the part of Contracting Entity and, unless otherwise stated herein, any written or verbal communication by other means from Contracting Entity shall not constitute any form of offer or commitment on the part of Contracting Entity, save and except where Supplier and Contracting Entity enter into a Supplementary Contract and/or SOW. Except to the extent that the order of precedence defined in clause 30 of these Conditions apply, these Conditions shall govern the Order to the

exclusion of any other terms and conditions, such as – but not limited to –, any terms included in Supplier quotations or proposals. (b) The Order will be considered accepted when such acceptance is received in writing from Supplier or after five (5) working days following the date of issue to Supplier, whichever is earlier. (c) Notwithstanding the foregoing, these Conditions shall be void and replaced by the terms and conditions of a Supplementary Contract duly executed between Contracting Entity and Supplier and still in effect.

## **3. INSPECTION AND TESTING OF GOODS PRIOR TO DELIVERY.**

(a) Contracting Entity shall be entitled to: (i) inspect and test the Goods during their manufacture, processing or storage at any reasonable time at Supplier's premises or at the premises of subcontractors and Supplier shall facilitate such inspection and testing by Contracting Entity as may be reasonably required by Contracting Entity; and (ii) require one or more samples to be submitted for inspection and testing prior to dispatch of the Goods. (b) Such inspection and testing shall not constitute acceptance by Contracting Entity and does not relieve Supplier or any subcontractor of any responsibility under the Order, whether implied or expressed. (c) In the event that any of the Goods fail inspection and/or testing, Contracting Entity reserves the right to charge Supplier any costs incurred by Contracting Entity for subsequent re-inspection and/or testing including, without limitation, in respect of travel and accommodation.

## **4. DELIVERY OF GOODS/PROVISION OF SERVICES.**

(a) Supplier shall deliver the Goods to and the Services shall be performed at the Delivery Address during normal working hours unless specified otherwise in the Order. If Supplier delivers the Goods to the wrong address or performs the Service at the wrong address, Contracting Entity reserves the right to refuse to accept delivery at that address and/or to charge Supplier for the costs of subsequent transfer. Contracting Entity shall not be liable for the safe custody or safe return of Goods delivered after



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the agreed delivery date or to any location other than that specified on the Order. (b) Supplier shall deliver the Goods and/or perform the Services during the delivery or performance period or on the delivery date stated on the Order. Time stipulated for delivery of the Goods or performance of the Services shall be of the essence. (c) Without prejudice to 4 (g), in the event of delivery being delayed by any cause beyond the reasonable control of Supplier, provided that Supplier shall give Contracting Entity notice in writing immediately of such delay, Contracting Entity shall grant Supplier such extension of time as Contracting Entity may in its sole discretion consider reasonable. (d) Supplier shall properly pack and secure the Goods, and all dispatches must bear the Contracting Entity order number and any other information explicitly requested by Contracting Entity. Supplier shall be liable for any damage incurred due to poor or insufficient packaging. Contracting Entity shall not be obliged to accept delivery in installments. (e) If for any reason Contracting Entity is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery in accordance with sub-clause (b) above, Supplier shall store the Goods, insure and safeguard them and take all steps to prevent their deterioration until their actual delivery and Contracting Entity shall be liable to Supplier for the reasonable costs (including insurance) of so doing. (f) Contracting Entity shall be entitled to reject any of the Goods or Services delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods or Services until Contracting Entity has had a reasonable time to inspect or approve them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods has become apparent. In the event of over-supply of Goods, Supplier shall entirely at his expense arrange with Contracting Entity the appropriate return or disposal of the Goods. (g) Delivery of the Goods or performance of the Services shall be made or completed no later than the delivery date stated on the Order and Supplier shall be liable to Contracting Entity for any loss or damage,

whether direct, indirect or consequential, if it is delayed or prevented, in whole or in part, from delivering the Goods or performing the Services or otherwise performing its obligations under the Order for any reason whatsoever except and only to the extent where Supplier can demonstrate that it is so delayed or prevented as a direct result of reasons outside its reasonable control. Without prejudice to its other rights or remedies, Contracting Entity reserves the right to impose a fee of up to 0.2% of the value of the Order per day to a maximum of 10% of the Value of the Order, or partially or completely reject the Order if the specified delivery date (including any extension of time under 4(c)) is not complied with. (h) Unless otherwise agreed with Contracting Entity, all Goods obtained from outside of the Caribbean shall use Contracting Entity's nominated freight forwarding company. Contracting Entity shall be liable for the payment of all freight and associated charges. Shipping terms will comply with the definitions of Incoterms 2010. (i) Supplier shall provide all relevant documentation at the moment of delivery (in the case of Goods) or upon commencement of performance (in the case of Services), including, as a minimum, a Commercial Invoice in 2 copies detailing exactly what was delivered and to where and any applicable Specifications. Where the Commercial Invoice is a summary of the title being transferred, then a detailed Delivery Note must supplement the Commercial Invoice. In addition, Supplier must provide any other documentation explicitly requested by Contracting Entity or required to ensure efficient transportation/exportation of Goods. Where Services are delivered and invoiced on a periodic basis, a Delivery Note must be sent when each invoice is submitted.

**5. TITLE AND RISK.** (a) Subject to Clause 5(c) below, title and risk of damage to or loss of the Goods shall pass to Contracting Entity only upon actual delivery of the Goods to the Delivery Address or such other address as Contracting Entity shall have specified in writing without prejudice to any right of rejection which may accrue to Contracting Entity under these Conditions. Any loss or damage to the Goods



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prior to that time shall be borne by Supplier. (b) If Supplier postpones delivery at the request of Contracting Entity pursuant to Clause 4 (e) above, title in the Goods shall pass to Contracting Entity seven days (7) after the date of receipt of notification from Supplier that the Goods are due and ready for delivery or on such other date as may be agreed in writing between the parties but the Goods shall remain at Supplier's risk until delivery. (c) Where Contracting Entity pays for all or part of the Goods prior to delivery, title in those Goods paid for (but not risk) shall pass to Contracting Entity on the date of payment. (d) Where Services are provided, all work done thereon shall vest in Contracting Entity at delivery, unless otherwise specifically stated on the Order. (e) Where the provision of Goods and/or Services involves the generation of Intellectual Property, the rights to this shall pass to Contracting Entity with the title, unless otherwise specifically stated on the Order.

**6. PRICE AND PAYMENT.** (a) Subject to the subclauses below, Contracting Entity shall pay Supplier the Price in accordance with the payment terms set out in the Order. (b) The Price shall be inclusive of any applicable tax both those indicated by territorial laws and regulations or by any jurisdiction applicable to subject transaction and of all charges for packaging, packing, shipping, carriage, insurance, delivery of the Goods to the Delivery Address (all of which shall be identified separately in any documentation). (c) Notwithstanding anything else herein contained, Supplier agrees that it shall be responsible for payment of all taxes properly payable by it, including, but not limited to, withholding taxes, and Supplier further acknowledges that Contracting Entity may, if statutorily obligated, remit payment of such taxes directly to the applicable taxing authority<sup>7</sup> from the payment due to Supplier. Supplier will not charge Contracting Entity or gross up or add onto any fees to Contracting Entity for amounts properly withheld by Contracting Entity and remitted by Contracting Entity to the relevant authority. Contracting Entity shall if, so required, provide to Supplier receipts of such payments in the name of Supplier within such period as may

be reasonable in the circumstances, of such payments being made to the applicable taxing authority. (d) Contracting Entity reserves the right to set off against the Price any sums owed by Supplier to Contracting Entity (e) In the event that no payment terms are stated, Contracting Entity shall pay for the Goods and/or Services ninety (90) days following the receipt and acceptance of the Goods and/or Services, or receipt of a valid invoice for the Goods and/or Services, whichever is the later. (f) Any payment or spend commitment not supported by an Order will not be paid by Contracting Entity. (g) Invoices must be issued in the currency stated on the Order. Any deviation will make the invoice invalid and return to Supplier for re-submission. (h) All invoices shall be presented within 6 months of acceptance of final delivery, after such time Contracting Entity reserves the right to refuse payment of some or all of the Order. (i) Supplier must provide all information requested from time to time by Contracting Entity on all invoices, including the Order reference. Invoices must be sent to the address indicated on the Order and reflect the correct Contracting Entity billing entity as stated on the Order. Contracting Entity will return invoices which have no Order reference. Incorrectly addressed invoices may be subject to delay in payment. (j) Any agency fees due to local agents must be paid in advance of Goods and/or Services being dispatched/performed. Supplier shall be liable for any demurrage caused by Supplier's local agents delaying clearance of Goods. (k) On request, Supplier shall provide periodic statements of invoices and payments to Contracting Entity to support reconciliation. The periodicity shall be defined at the time of request.

**WARRANTY, GUARANTEE AND REPRESENTATIONS.** (a) Supplier warrants that the Goods and/or Services: (i) will be of good and merchantable quality and fit for the purpose which they are designed to fulfill and for any purpose made known expressly or impliedly by Contracting Entity to Supplier and will conform in all respects with the terms of the Order; (ii) will be free from defects in design, materials and



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workmanship; (iii) will conform to the Standards and the Specifications; and (iv) will comply with all statutory requirements and regulations relating to the sale of the Goods and/or Services. (b) Supplier also warrants that all reasonable care and skill has been used in manufacturing the Goods or providing the Services (as the case may be) and that it shall perform its Services in a timely manner. (c) Supplier warrants that the sale or use of the Goods and/or Services does not infringe any patent, design right, copyright, trademark, trade name or other intellectual property right. (d) Notwithstanding that Contracting Entity has inspected and accepted the Goods, Supplier shall guarantee the Goods for a period of twelve (12) months or the period defined in the manufacturer's warranty, whichever is longer, from the date of delivery to Contracting Entity and shall investigate the cause of faults and promptly repair to Contracting Entity's satisfaction or replace without charge to Contracting Entity all or any part of the Goods found to be faulty by reason of defective material, design or workmanship within the warranty period. If within the warranty period the Goods are found to be faulty after their partial or complete installation, Supplier shall be liable for any costs incurred to de-install the faulty Goods and reinstall the replacement Goods. Contracting Entity shall arrange dispatch of the Goods to Supplier in the manner agreed with Supplier, at Supplier's risk and expense, and Supplier shall deliver the repaired Goods or replacements free of costs to the destination specified by Contracting Entity. (e) All Goods shall have the manufacturer's relevant warranty which shall be registered in the name of Contracting Entity regardless of whether bought directly from the manufacturer or through a distributor. The relevant documentation shall be provided with the Goods on delivery. (f) Notwithstanding that Contracting Entity has inspected and accepted the work applying to the Service, Supplier shall guarantee the work applying to the Service for a period of twelve (12) months from the date of delivery to Contracting Entity and shall investigate the cause of faults and promptly repair to Contracting Entity's

satisfaction all or any part of the work applying to the Service found to be faulty by reason of workmanship or any defective material provided by Supplier within the warranty period. Supplier further represents, warrants and covenants to Contracting Entity that: (i) it will perform the Services in accordance with Good Industry Standards; (ii) it will provide suitable, qualified and experienced personnel to carry out the Services or tasks related to the provision of the Services; (iii) it will provide the Goods and/or Services in a timely and efficient manner; (iv) none of the Goods and/or Services and Contracting Entity's use thereof infringe or will infringe any intellectual property rights of any third party; (v) it will provide the Goods and/or Services at the location or such other location as may be reasonably required by Contracting Entity; (vi) it will at all times comply with all applicable health and safety rules, laws and regulations; (vii) the Goods and/or Services will conform with all descriptions and Specifications provided to Contracting Entity by Supplier; and (ix) the Goods and/or Services will be provided in accordance with all applicable legislation from time to time in force, and Supplier will inform Contracting Entity as soon as it becomes aware of any changes in that legislation.

**8. LIABILITY AND INDEMNITY.** (a) In addition to and without prejudice to the generality of these Conditions, Supplier undertakes to keep Contracting Entity fully indemnified against all liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by Contracting Entity resulting directly or indirectly at any time from: (i) any damage to Contracting Entity's property and any claims for loss or injury to any third party or the property of any third party by reason of Supplier's negligence or any act or omission on the part of employees, subcontractors or agents of Supplier arising out of the execution of the Order and to adequately insure against this liability; (ii) any defect or fault discovered in the Goods including, without limitation, defects in design, materials and workmanship; (iii) failure of the Goods and/or Services to conform to the Standards and/or the



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Specifications; (iv) failure of the Goods and/or Services to comply with all statutory requirements and regulations relating to the sale of the Goods or Services; (v) any claim for infringement of any patent, design right, copyright, trademark, trade name or other intellectual property rights which arises as a result of the sale or use of the Goods, except to the extent that the claim arises from compliance with that part of the Specifications supplied by Contracting Entity; and (vi) delivery of the Goods and/or Services after the delivery period or delivery date stated on the Order. (b) Contracting Entity shall not be liable to Supplier in an action based on breach of contract or tort (or otherwise) for any loss of revenue, business, contracts, or profits; or any indirect or consequential loss, howsoever arising. Contracting Entity's aggregate liability arising out of or in connection with any Order shall be limited to the Price under that Order. (c) Nothing in these Conditions shall limit the liability of either party for death or personal injury resulting from negligence or for fraud.

**9. REGULATIONS AND LABELLING.** Supplier shall be responsible for compliance with all relevant laws and regulations, including those of any country where the Goods or Services are to be delivered or, to the knowledge of Supplier, ultimately resold or used, and Supplier shall ensure that the Goods when delivered to Contracting Entity are labeled in such a way as to ensure the safety which a person is entitled to expect from the Goods.

**10. CONFIDENTIALITY AND DATA PROTECTION.** (a) The parties shall treat the Order as confidential and, in particular, Supplier shall not make use of the name Contracting Entity or the name of Contracting Entity's customers for any advertisement, announcement or publicity without the prior written consent of Contracting Entity. (b) The Specifications and all information supplied therewith, both of which contain copyright material, shall remain the property of Contracting Entity and are confidential. Supplier shall not, without the prior written consent of Contracting Entity, use the Specifications except

for the purpose of the Order and shall not communicate such information to third parties except insofar as may be necessary for the purpose of the Order. Supplier will ensure that third parties who are given confidential information keep that information confidential. (c) On completion of the Order or the termination of the same, at the request of Contracting Entity, Supplier must return to Contracting Entity the Specifications and any other documentation supplied. (d) In the event that Supplier is granted access to, receives, stores, or processes Personal Data (as defined in the LLA Data Protection Agreement) in connection with the Order, the parties agree that the LLA Data Protection Agreement is incorporated into these Conditions by reference and by accepting the Order, they also enter into the LLA Data Protection Agreement. The LLA Data Protection Agreement is located at: <HTTPS://LLA.COM/SUPPLIERS>.

**11. IT SECURITY.** (a) The Supplier shall ensure that the Goods and/or Services and Supplier's Systems are compatible for use with, work in combination with, successfully integrate and interface with and will not adversely affect LLA IT. The Supplier shall not make any modifications to LLA IT without the consent of LLA. (b) In providing the Goods and/or Services, the Supplier shall in accordance with Good Industry Standards: (i) comply with those LLA policies relating to IT security and usage, the safety and security of LLA premises, LLA Data and LLA IT, and ensure that the Supplier personnel do the same; (ii) ensure that only those of the Supplier's personnel access the LLA IT as are necessary for the Supplier to provide the Goods and/or Services, provided that: (1) a background check has been conducted of those personnel, and (2) those personnel are bound in writing by sufficient obligations of confidentiality; (iii) take all necessary steps to: (1) ensure that no Virus is contained in or affects the Supplier's Systems used by the Supplier to provide the Goods and/or Services to the Contracting Entity or its Affiliates, including by using the current release of Virus detection software, and (2) prevent any Viruses from being introduced via the Supplier's Systems



into LLA IT; (iv) implement and maintain appropriate physical, technical, administrative, and organizational measures designed to secure LLA Data against accidental or unlawful loss, access or disclosure in its collection, receipt, transmission, storage, disposal, use and disclosure of such LLA Data; (v) properly configure the Goods and/or Services and take steps to maintain security, protection and backup of LLA Data, which may include routine archiving of LLA Data and the use of encryption technology to protect LLA Data from unauthorized access; and (vi) notify LLA of a Security Breach no later than twenty-four (24) hours after Supplier becomes aware of it. Immediately following Supplier's notification to the Contracting Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Supplier agrees to cooperate with the Contracting Entity in Contracting Entity's handling of the matter, including, without limitation obtaining and making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by LLA.

**12. COVERED ENTITIES.** If the Goods and/or Services are related to a Contracting Entity providing services in the United States, Puerto Rico and/or the U.S. Virgin Islands, Supplier warrants and represents that: (i) it is not an affiliate or subsidiary of any of the companies on the Covered List, (ii) the Goods do not include electronic parts and components manufactured by one of the companies on the Covered List, and (iii) it will not engage any company on the Covered List for the purposes of the Order.

**13. TERMINATION.** (a) Without prejudice to any claim or right it might otherwise make or exercise, Contracting Entity shall have the right forthwith to terminate the Order by summary notice if Supplier commits any breach or non-observance of any of these Conditions or the Order, including a failure to deliver during the delivery period or by the due date, whereupon Contracting Entity shall be entitled: (i) to return to Supplier at Supplier's risk and expense any of

the Goods already delivered or reject any of the Services performed and to recover from Supplier any monies paid by Contracting Entity in respect of such Goods and/or Services; and (ii) to recover from Supplier any additional expenditure incurred by Contracting Entity in obtaining other Goods and/or Services in replacement of the Goods and/or Services. (b) Contracting Entity shall be entitled to terminate the Order without liability to Supplier by giving summary notice to Supplier if: (i) Supplier makes any voluntary arrangement with its or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); (ii) an encumbrancer takes possession, or a receiver is appointed of any of the property of Supplier; (iii) Supplier ceases, or threatens to cease, to carry on business; or (iv) Contracting Entity reasonably apprehends that any of the events mentioned above is about to occur in relation to Supplier and notifies Supplier accordingly. (c) Contracting Entity shall be entitled to cancel the Contract and/or Order in respect of all or part only of the Goods and/or the Services by giving notice to Supplier at any time in which event Contracting Entity's sole liability shall be to pay to Supplier the portion of the Price for the Goods and/or Services which have been shipped or delivered (in accordance with the applicable Incoterms) prior to the date of cancellation. Contracting Entity shall have no further liability to Supplier as a result of any such cancellation. (d) Contracting Entity and Supplier may mutually agree to terminate the Order by giving thirty (30) days' notice in writing to the other party. In the event that any Goods and/or Services specifically defined in the Order have already been delivered, then Contracting Entity and Supplier shall agree the treatment of these Goods and/or Services and the balance of the Order shall be considered terminated.

**14. NOTICES.** All notices, demands, or other communications under this Order shall be given or made in writing and shall be delivered personally or sent by certified or registered mail (airmail, if appropriate) or sent by international overnight courier, with return receipt requested,



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addressed to the other party at the address set out in the Order or at such other address as may be designated by notice from such other party. Any notice, demand or other communication given or made by mail in the manner prescribed in this paragraph shall be deemed to have been received five (5) working days after the date of mailing. Any notice, demand or other communication given or made by international overnight courier shall be deemed to have been received seventy-two (72) hours after deposit with such international courier.

**15. SPARES SUPPORT.** Supplier shall keep spare parts for the Goods for a period of ten (10) years from the date of the Order and where the Goods or spare parts thereof are to be made obsolete, Supplier will give Contracting Entity at least twelve (12) months' notice in writing. This should be complied with unless otherwise detailed on the Order.

**16. FREE ISSUE MATERIALS.** (a) When materials or items are issued on a free issue basis, Supplier undertakes to replace at its own expense any such materials or items scrapped in excess of any scrap allowance given. All free issue materials or items shall remain Contracting Entity's property and all work done thereon shall immediately vest in Contracting Entity. (b) All scrap arising from free issue materials or items shall be disposed of in accordance with Contracting Entity's instructions and the proceeds of sale of any such scrap shall be credited to Contracting Entity.

**17. ASSIGNMENT/SUB-CONTRACTING.** (a) Supplier shall not assign or sub-contract the Order, or any part of it without the prior written consent of Contracting Entity. (b) In any case where the Contract is assigned or sub-contracted in accordance with Clause 17(a) above, Supplier will ensure that the assignee or sub-contractor, as the case may be, agrees to be bound by the Order and these Conditions, and such assignment or sub-contract shall in no way limit or affect the obligations or liability of Supplier hereunder.

**18. AMENDMENTS.** No amendment, interpretation or waiver of any of the provisions of the Order or these Conditions shall be

effective unless made in writing and signed by the authorized representatives of Contracting Entity and Supplier.

**19. ENFORCEMENT.** The failure to enforce or to require the performance at any time or times of any of the provisions of the Order or these Conditions shall not be construed to be a waiver of such provision and shall not affect either the validity of the Order or these Conditions or any part thereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of the Order and these Conditions.

**20. COMPLIANCE WITH ANTI-CORRUPTION LAWS.** (a) Supplier and all of its affiliates, directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or intermediaries (together, "Supplier's Representatives") shall not violate the United States Foreign Corrupt Practices Act of 1977 ("FCPA") or any other applicable laws regarding bribery or corrupt practices (together with the FCPA, "Anti-Corruption Laws"). Supplier for itself and on behalf of all of Supplier's Representatives warrants and represents that they shall follow and abide by all Anti-Corruption Laws. Supplier for itself and all of Supplier's Representatives warrants that none of their respective directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or intermediaries is an official or representative of any government or is a candidate for such position. Supplier for itself and on behalf of Supplier's representatives represents and warrants that they and their respective directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or intermediaries shall not directly or indirectly make any offer, payment, promise to pay or authorize the giving of anything of value to any public official for the purpose of influencing an act or decision of a public official or any other person; including without limitation, inducing a decision, inducing a decision not to act, inducing a person to use his or her influence to affect a government act or decision or other business decision in connection with any LLA business. Supplier further warrants





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and represents that the provisions of this Clause shall be incorporated into any subcontracting or other agreement Supplier awards to any Supplier Representative for all or any portion of the Goods and/or Services to be provided under the Order. (b) Supplier shall designate those Supplier's Representatives responsible for the delivery of the Goods and/or Services under the Order to complete training on Anti-Corruption Laws and other provisions of the Liberty Latin America Business Partner Code of Conduct. If Supplier conducts its own compliance training in these areas, such training may suffice upon Supplier providing Contracting Entity with evidence of the training schedule and completion percentages for such training. (c) Upon request from Contracting Entity, Supplier shall certify its and Supplier's Representatives compliance with the Liberty Latin America Business Partner Code of Conduct and any Anti-Corruption Laws. Supplier must timely communicate to LLA - through its SpeakUp hotline [WWW.LLA.COM/SPEAKUP](http://WWW.LLA.COM/SPEAKUP) - any actual or suspected violation of the provisions of this Clause by Supplier or any of Supplier's Representatives. Any violation of this Clause by Supplier or any of Supplier's Representatives may result in the immediate termination of this Order for cause as determined by Contracting Entity, in its sole discretion.

**21. COMPLIANCE WITH POLICIES.** (a) Supplier and all of Supplier's affiliates, directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or intermediaries (together, "Supplier's Representatives") shall conduct business legally, ethically and in compliance with the principles set forth in the LLA Business Partner Code of Conduct. A copy of the LLA Business Partner Code of Conduct is located at: [HTTP://LLA.COM/BUSINESS-PARTNER-CODE-OF-CONDUCT.HTML](http://LLA.COM/BUSINESS-PARTNER-CODE-OF-CONDUCT.HTML) (b) Supplier will ensure that, at all times, Supplier personnel clearly identify themselves as personnel of Supplier and not employees of Contracting Entity. This will include any and all communications, oral, written or electronic; (c) unless otherwise specified by Contracting Entity from time to time, Supplier

personnel will only access such Contracting Entity facilities during the normal working hours; and (d) Supplier will ensure that, upon request of Contracting Entity, Supplier personnel provide and/or display Supplier-issued photo identification. (e) Supplier will comply with LLA's policies, processes, procedures and standards (the "LLA Policies"). (f) LLA may amend any LLA Policies or add new requirements as LLA Policies, in its discretion. If LLA amends any LLA Policy or adds any new requirements as an LLA Policy, LLA or the Contracting Entity will promptly provide notice of such amendment or new LLA Policy to Supplier. (g) Travel expenses will be billed in accordance with the LLA Contractor Travel and Expense Policy at Supplier's cost and will be exclusive of applicable sales or similar taxes. Contracting Entity will, in accordance with the LLA Contractor Travel and Expense Policy, pay all reasonable and pre-approved travel expenses incurred by Supplier and documented by receipts. Supplier agrees to abide by LLA's then current travel policy, as may be updated from time to time. However, if Supplier can obtain better pricing through use of its own travel provider, Supplier will first contact Contracting Entity's travel administrator for direction.

**U.S. OPERATIONS AND U.S. RECORDS.** Supplier shall comply with the Schedule on U.S. Operations and U.S. Records if Supplier provides Goods and/or Services to any LLA entity operating in Puerto Rico and/or the U.S. Virgin Islands. The Schedule on U.S. Operations and U.S. Records is located at: [HTTPS://LLA.COM/SUPPLIERS](https://LLA.COM/SUPPLIERS). Furthermore, for United States government/federally-funded covered contracts, Supplier and Supplier Representatives shall comply with: (1) EO 11246 and 41 CFR 60-1.4, incorporated by this reference; (2) 41 CFR 60-300.5(a), prohibiting discrimination against qualified protected veterans, and requiring affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans; and (3) 41 CFR 60-741.5(a), prohibiting discrimination against qualified



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individuals because of disability, and requiring affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**22. ISAE 3402 / SSAE 18 REPORTS.** Each year, starting on the year ending December 31<sup>st</sup> of the year the Order is accepted in accordance with Clause 2 above, Supplier shall, at its own cost, appoint an internationally reputable independent external auditor (“Auditor”) to prepare and deliver to LLA an SSAE 18 SOC 1 Type 2 report (“SOC Report”) which shall cover, at a minimum, all such systems, controls and reports relating to LLA and its affiliates and group companies’ financial reporting environment. The SOC Report must clearly articulate all data entry and exit points pertaining to such environments accessible by Supplier, its agents and personnel. The SOC Report shall explicitly list the names of standard reports covered by the attestation and its associated controls, including at a minimum all standard reports leveraged by LLA. The SOC Report shall include all subservice organizations within the scope of auditor’s opinion. Either Supplier reviews the subservice organizations SOC reports as part of their controls or, if the subservice provider does not have the required SOC Report, Supplier must independently perform sufficient testing of the subservice providers control environment as to ensure the controls are operating effectively. Supplier shall, at its own cost, provide LLA the SOC Report for each subservice organizations when available. If components of the SOC Report do not meet LLA reporting requirements, Supplier will supplement the report with the missing required components based on feedback from LLA for the current period. The SOC Report will be modified for subsequent periods. The SOC Report shall have a minimum coverage of nine (9) months during the respective calendar year and be accompanied by a bridge letter to cover the remaining period through to the end of the calendar year. Both the SOC Report and the bridge letter shall be provided to LLA no later

than fifteen (15) days after the calendar year-end. Prior to engaging a new Auditor, Supplier shall obtain LLA prior written agreement to the selection of its proposed Auditor and the scope of the SOC Report with LLA. If LLA does not agree to the appointment of Supplier's proposed Auditor or scope of the SOC Report, Supplier and LLA shall jointly agree on an alternative appointment and scope.

**24. GOVERNING LAW.** The Order and the relationships of the parties in connection with the subject matter of the Order will be governed by and determined in accordance with the laws of the jurisdiction of origin of the Order and the parties hereby submit to the nonexclusive jurisdiction of the courts of the country of origin of the Order in relation to any legal action or proceedings arising out of or in connection with the Order.

**25. NO AGENCY.** None of the parties to the Contract are the agent or representative of any other party to the Contract. Contracting Entity reserves the right to temporarily or permanently cease commercial relations with any Supplier in breach of this requirement. The parties are independent parties, and this Contract does not make the parties principal and agent, partners, employer and employee nor does it create a joint venture.

**26. REPRESENTATIONS AND WARRANTIES.** Each party to the Order represents and warrants that it has the full legal right, power and authority to perform its obligations under the Order and these Conditions and that the person accepting the Order is duly authorized to do so on behalf of such party.

**27. SEVERABILITY.** In the event any one or more of the provisions contained in the Order or these Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Order or these Conditions, but the Order or these Conditions shall be construed as if such invalid, illegal or unenforceable



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provision had never been set forth herein, and the Order and these Conditions shall be carried out as nearly as possible according to their original terms and intent.

**28. SPECIAL CONDITIONS.** Where special conditions are stated on the face of the Order, such special conditions shall apply equally with these Conditions, except that where there is any inconsistency between the two, the special conditions stated on the face of the Order shall apply.

**29. INSURANCE.** Supplier will maintain in force appropriate insurances to cover its liabilities under this Order and will, on the written request of Contracting Entity, from time to time provide Contracting Entity evidence of such insurance. Supplier will, during the term of the Order and for a period of one year thereafter, do nothing to invalidate any such insurance policy or to prejudice Contracting Entity's entitlement under it.

**30. ORDER OF PRECEDENCE.** Without prejudice to Clause 28 (Special Conditions) in the case of any conflict or inconsistency between the Order and a Supplementary Contract and/or a SOW, the terms of the Order shall prevail.