

From: Karin Turner <kturner@qualtekwireless.com>
Sent: Monday, April 26, 2021 11:16 AM
To: CSC-DL Siting Council <Siting.Council@ct.gov>
Cc: Siyuan Liu <sliu@qualtekwireless.com>; David Cooper <dcooper@qualtekwireless.com>; Kevin Bettencourt <kbettencourt@qualtekwireless.com>; ATT Closeouts <attcloseouts@empiretelecomm.com>
Subject: EM-AT&T-143-191223 - 1210 Highland Avenue, Torrington, CT - CT1253/LTE 7C

Good Morning,

We have completed the AT&T modifications on the existing telecommunications facilities at the subject site and are looking to close the CSC Permit. Attached is the FCCA/SSI.

Should you require any additional information, please let us know.

Thank you.

Karin

Karin L. Turner / Construction Operations Specialist / 978.437.0443 /
kturner@qualtekwireless.com
11 Northeastern Blvd, Suite 102, Nashua, NH 03062



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Issuer

QualTek Wireless LLC
475 Sentry Pkwy E, Suite 200
Blue Bell, PA 19422
484-804-4500

Purchase Order: 3032735

Date Issued: 23-MAR-2021
Payment Terms: Net 45
Revision: 0

This Purchase Order, Change Order, or Addendum ("Order") is dated effective as of the date issued above and is by and between the Issuer and Vendor. The Purchase Order Number MUST be included on your invoice and included in all correspondence to the Issuer.

Please e-mail your invoice to: invoices@qualtekwireless.com

Project Number: MRCTB032163-CON

Project Name: LTE 7C at TORRINGTON CT (FA 10071282) - CT1253-LTE 7C-MRCTB032163-CON

PTN/Site Number: MRCTB032163-10071282-10071282-10071282

Vendor	Shipping Address
21645 MASER CONSULTING P.A. 331 Newman Springs Road Suite 203 RED BANK, NJ 07701	16 Esquire Road BILLERICA, MA 01862 UNITED STATES

Line Nbr	Item Nbr	Line Description	Vendor Item	Sched Nbr	Need By Date	Promised Date	Qty	UOM	Price	Amount
1		CT1253 - CCA		1	03/23/2021		1	Each	600	600.00
Total										600.00



PO Number:
3032735

Terms and Conditions:

All goods and services provided hereunder shall be in accordance with the Separate Agreement signed between the Issuer and the Vendor, or if no such separate Agreement is in force, with the terms and conditions attached to this Order. Vendor may not invoice the Issuer, any amount that exceeds a specified value of this Order without the prior written approval of the Issuer. Any and all invoices of Vendor must reference the corresponding Order number (including any pertinent Change Orders or Addendums), and be delivered to the Customer's address specified hereunder. Discrepancies between invoice and Order amounts, not sufficiently documented, will delay payment.

I have read and understand the terms governing this Purchase Order and by signing below the Vendor is acknowledging acceptance of this Purchase Order.

Issuer

QualTek Wireless LLC

Vendor

MASER CONSULTING P.A.

By _____

By _____

Title _____

Title _____

Date _____

Date _____



QualTek Wireless LLC Order Terms and Conditions

The following applies to the purchase of goods ("Goods") and services ("Services") set forth in this Purchase Order. This Purchase Order is between the Vendor set forth on the first page (the "Front") of this Purchase Order between a Service or Goods provider ("Vendor") and QualTek Wireless LLC ("Customer"). This Purchase Order becomes a valid and binding obligation of the parties upon the earlier of (i) ten (10) business days after the issue date printed on the Front of this Purchase Order unless Vendor notifies Customer prior to the expiration of such (10) day period that this Purchase Order is rejected by Vendor; (ii) Vendor's approval of this Purchase Order by email or other written acknowledgment to Customer, or (iii) Vendor commencing performance under this Purchase Order. If there is a fully executed master agreement between Customer and Vendor, then the terms of the master agreement are incorporated into and shall be the governing terms and conditions of this Purchase Order. Otherwise, except for the terms expressly agreed to in writing signed by an authorized Customer representative, any additional or different terms that contradict the printed terms of this Purchase Order, and any reprinted term and condition on any Vendor quote or communication for conditions of sale, are not valid and are hereby rejected.

1. PAYMENT AND INVOICES: Customer will pay any undisputed amounts within Payment Terms set forth on Purchase Order or if none are specified, within forty-five (45) days after receipt of a valid, approved invoice. Vendor shall not invoice Customer until Goods have been delivered or Services rendered and accepted by Customer. The prices for Goods and Services on the Front are complete and include, without limitation: purchase price, taxes, shipping, packaging, labeling, custom duties, storage and insurance. Vendor must submit all invoices to Customer within forty-five (45) days following delivery of Goods or completion of Services. Customer will not pay and will not be responsible for any invoices submitted after the expiration of such forty-five (45) day period.

2. DELIVERY AND ACCEPTANCE: All shipping, completion and delivery dates are firm. Shipment of Goods will be D.D.P. destination, unless otherwise set forth on the Front of this Purchase Order. Vendor will ship freight prepaid. Vendor must suitably pack or otherwise prepare for shipment of all Goods to prevent damage in transfer. Vendor must comply with all carrier requirements. Customer may test or inspect all Goods or Services delivered, but Customer's inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of Goods or Services or waiver of any right or warranty and does not preclude Customer from rejecting defective Goods or Services. Customer shall communicate its rejection or acceptance ("Acceptance") of Goods and/or Services within thirty (30) days following delivery of Goods or final completion of Services, as the case may be. Except for such Goods deemed accepted if placed into commercial service without notice of Acceptance by Customer, Goods or Services not accepted within such thirty-day period shall be deemed rejected.

3. CONFIDENTIALITY: Any and all information, including this Purchase Order, learned by Vendor concerning the business or affairs of Customer shall be treated as confidential both during the term of this Purchase Order, and after termination. Any such information shall not be disclosed to any other person, firm or corporation without the express written consent of Customer. Vendor agrees that it will not refer to the existence of this Purchase Order in press releases, advertising or materials distributed to prospective customers without the express written consent of Customer, which consent may be withheld in its sole discretion. In addition, Vendor shall, with respect to any information, including this Purchase Order, received from Customer or its agents; (i) Hold such information in strict confidence and use the same only in connection with the Services provided hereunder. (ii) Take such precautions as shall be reasonably necessary to keep such information confidential, and prevent unauthorized disclosure of such information by Vendor's employees and agents; and (iii) Return, or discard, at Customer's option, any physical or written records containing such information, whether such records were supplied by Customer or prepared by Vendor. The Vendor may retain one copy for their legal records where required by law.

4. WARRANTIES AND CERTAIN COVENANTS:

a. Vendor warrants and covenants that all Goods and Services delivered shall: (i) conform with this Purchase Order and all specifications; (ii) with respect to Goods only, be free from defects in materials, workmanship and design; (iii) with respect to Goods only, be free from liens, restrictions, reservations, security interests or encumbrances; (iv) with respect to Goods only, be suitable for, and perform in accordance with, the particular purposes (A) for which they were purchased by Customer and (B) for which they were designed, manufactured or constructed; (v) with respect with Services only, (Y) will be provided by individuals who have the expertise, skills, training, and professional education to perform the Services in a professional manner, and (Z) will be performed in a first-class, workman like manner to the highest standards of the industry. The warranty period for Goods and Services shall be the longer of: (i) the warranty period stated in this Purchase Order, the Specifications, or the applicable OEM warranty; (ii) two (2) years after Acceptance; or (iii) one (1) year after Vendor cured any deficient workmanship discovered during the requisite warranty period. The warranty period in all cases shall commence upon Acceptance.

b. Vendor will, at Customer's request and without additional expense to Customer, promptly correct defects or substitute non-conforming Goods and

Services. If Vendor does not promptly correct defects or replace non-conforming Goods or Services, Customer, after written notice to Vendor, may make corrections or replace nonconforming Goods or Services and charge Vendor for costs incurred.

c. Vendor warrants that neither Goods nor Services, nor Customer's use of Goods or Services shall infringe any patent, copyright, trademark, service mark, intellectual property rights or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.

5. INDEMNIFICATION: To the maximum extent provided by law, Vendor shall indemnify and hold harmless Customer, its customer and their respective affiliates, and the directors, officers, managers, members, shareholders, agents and employees of any of them (collectively, "Indemnitees"), from and against any fine, penalty, loss, cost (including reasonable attorneys' fees), damage, injury, claim, expense or liability (collectively "Liabilities"), including but not limited to, Liabilities resulting from or related to (i) breach by Vendor of these Purchase Order Terms and Conditions, including any warranty or representations by Vendor hereunder; (ii) Vendor's acts or omissions leading to injury to or death of any person, or damage to, or loss or destruction of, any property; and (iii) Vendor's negligent performance or non-performance under this Purchase Order, whether directly or by its SubVendors or SubVendor's personnel, except for that portion of Liabilities directly caused by the gross negligence or willful misconduct of Customer.

6. PROPRIETARY RIGHTS: Vendor must promptly disclose and assign to Customer all intellectual property generated, conceived or developed under this Purchase Order, including but not limited to, inventions, discoveries, designs, developments, improvements and innovations conceived or reduced to practice as a result of this Purchase Order, and any resulting patents and other proprietary or intellectual property rights related thereto. Any work of authorship in any form of expression, including but not limited to, manuals and software development under this Purchase Order, are works for hire and belong exclusively to Customer. If by operation of law, the ownership of works for hire does not automatically vest in Customer, Vendor hereby assigns and agrees to assign ownership to Customer. Vendor warrants to Customer that Vendor's employees are subject to agreements that will secure Customer's rights under this Purchase Order.

7. TERMINATION: Customer may at any time terminate for convenience further performance of all or part of the Purchase Order by giving written notice to Vendor. Such termination shall be without liability of any kind to Customer if communicated to Vendor thirty (30) days prior to scheduled delivery of Goods or at any time prior to performance of Services. If Vendor, for any reason, fails to ship or deliver Goods or perform Services within the time specified in this Purchase Order, Customer without liability (except for Goods and Services previously delivered and by written notice to Vendor, and Vendor will be liable to Customer for any damages that Customer incurs due to nonperformance, including the excess cost for substitute Goods or Services.

8. LIMITATION OF CUSTOMER'S LIABILITY. CUSTOMER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, LOST PROFIT), SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF RELATING TO THIS PURCHASE ORDER. CUSTOMER'S LIABILITY FOR ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES GIVING RISE TO THE CLAIM.

9. SUBVENDORS: Vendor may, at its own expense, employ professional service providers, Vendors, engineers, or other subVendors, or professionals, (collectively referred to herein as "SubVendors"), as it deems necessary or advisable in the performance of its obligations hereunder; provided the Vendor obtains Customer's prior written consent to use of any such SubVendor, which consent may be given, withheld, or conditioned in Customer's sole discretion. No such delegation by Vendor, or consent by Customer, shall relieve Vendor of any of its obligations hereunder between Customer and Vendor and Vendor shall remain fully liable for the provision of Goods and/or Services to be provided hereunder. Any claims arising from SubVendors actions or inactions shall be the responsibility of Vendor and shall be treated as Vendor's own actions or inactions. In the event Vendor hires SubVendors, Vendor shall pay each SubVendor and indemnify and hold Customer harmless from any claims submitted by any SubVendor.



QualTek Wireless LLC Standard Order Terms and Conditions
(continued)

10. **VENDOR RELEASES:** If reasonably required by Customer, Vendor shall furnish to Customer final releases of lien in a form reasonably required by Customer from Vendor, its Vendors and any other persons who may lawfully claim a lien through Vendor. To the extent required by law, such release with respect to Goods and/or Services may be conditional upon payment from Customer. Vendor's failure to provide all lien releases as required shall cause the invoicing package to be incomplete and permit Customer to delay or refuse any payments to Vendor until Vendor complies, without prejudice to any other remedies available to Customer.

11. **INSURANCE:** Prior to commencing work hereunder Vendor shall obtain, and shall maintain in full force and effect, insurance policies covering its performance under this Purchase Order and for a period of two (2) years thereafter with the following coverages and limits of liability:

a. **Commercial General Liability Insurance** providing the limits of coverage written on an occurrence basis, in no event less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate for personal and bodily injury and death and personal injury advertising arising therefrom and Broad Form property damage arising out of any one occurrence in connection with the Goods or Services or any part thereof, which insurance shall include coverage with the same minimum limits for contractual liability and completed operations liability. Commercial General Liability coverage shall be written on an "occurrence" basis using an ISO CG0001 (or equivalent form) form ("claims made" is not acceptable), with the following minimum coverages: (i) separation of insureds (severability of interest); (ii) no "Cross Liability" or "Cross Suits" exclusions or limitations (that include an Additional Insured vs. Named Insured exclusion); (iii) Contractual Liability shall not have any additional restrictions or modifications to the definitions of "Insured Contract" as provided by the ISO GC0001 form; (iv) coverage for independent subVendors. No "Vendors Conditions of Coverage" or "Vendor Required Insurance" or similar restrictions, endorsements or limitations shall be part of the insurance policy. No "Action Over" or "Bodily Injury to Independent Vendors" or similar restrictions, endorsements or limitations shall be part of the insurance policy; (v) Designated Construction Project General Aggregate Limit endorsement ISO CG2503 or its equivalent; and (vi) shall not contain any explosion, collapse or underground property exclusions or limitations.

b. **Business Automobile Liability** insurance with limits of at least \$1,000,000 for each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

c. **Workers' Compensation Insurance** as required by state law where the services are performed. Employer Liability insurance with limits of at least \$1,000,000 for each occurrence.

d. **Umbrella/Excess Liability** with limits of not less than \$3,000,000 in excess of all the above-referenced Commercial General Liability, Employer's Liability and Business Auto Liability, except the following Vendor classifications will have limits of not less than the following:

HVAC-\$2,000,000, Landscaping and Fencing-\$1,000,000. Such Umbrella/Excess Liability policies shall be written on an "occurrence" basis and follow form to the terms and conditions of the underlying coverages or provide coverage as broad in form as the terms and conditions of the underlying coverages and shall include a dropdown feature in the event any underlying limits are exhausted.

e. **Professional Errors and Omissions** liability insurance policy of not less than \$2,000,000 per occurrence if applicable to the work to be performed under the Purchase Order. If written on a claims made basis the policy must have a retroactive date that is prior to the date that Vendor's starts work under this agreement.

f. **Property/Installation Floater Policy** during period of time that Vendor has the care, custody and control of material owned or furnished by Customer or its customer covering Vendor's (and non-owned property in Vendor's care, custody or control) materials and equipment to be used for completion of the Services or delivery of Goods. Property/installation coverage shall be insured on an all-risk/special form covering direct physical loss, including earthquake and flood, for an amount equal to the full replacement cost.

g. All insurance shall be procured from reputable insurers authorized to do business in the state in which the project is taking place and having an A.M. Best Rating of at least A-Class VIII.

h. Vendor shall not have a Deductible / Self Insured Retention on any policy greater than \$50,000; if Vendor's policy(s) has a Deductible / Self Insured Retention exceeding this amount, approval must be received from Customer prior to starting work under this Contract.

i. The Vendor's insurance carrier (s) shall provide at least thirty (30) days prior written notice to QualTek Wireless in the event coverage is materially changed, cancelled or non-renewed. In the event of material change, cancellation, or non-renewal in coverage(s), it is the SubVendor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

j. Vendor shall provide Customer with Certificates of Insurance, evidencing the insurance coverages listed above, ten days prior to the start of work under this Project. Vendor shall not begin any work until Customer has reviewed and approved the Certificate of Insurance.

k. **Additional Insured Provision:** The insurance policies identified in paragraphs (a), (b), and (d) above shall include an endorsement naming the Indemnified Parties as Additional Insured (collectively, the "Additional Insureds") as follows: "QualTek Wireless LLC its and any other party whom QualTek Wireless is required by contract, permit, and/or agreement to name as an Additional Insured on a primary and noncontributory basis for ongoing and completed operations. Each of the respective Additional Insureds' Owners, Shareholders, Partners, Members, Representatives, and Agents are also included as Additional Insureds". Vendor shall also name Customer's customer as an additional insured in the form and content as required in the contract between Customer and its customer. All policies listed above may not contain ANY limiting "Additional Insured versus Insured" Exclusion.

l. **Waiver of Subrogation Endorsement:** The insurance policies identified in paragraphs (a), (b), (d), (e), and (f) above shall include an endorsement waiving rights or subrogation in favor of the Additional Insureds described in (k) above, as permitted by state law.

m. With the exception of Professional Errors and Omissions, all such insurance shall contain only such "deductibles" as Customer shall approve. Deductibles shall be shown on the Certificate of Insurance. The minimum amounts of insurance required under this paragraph shall not be construed to limit the extent of Vendor's liability under this Agreement. Prior to providing any Goods or performing any Services under this Purchase Order, Renewals or replacements of insurance certificates shall be thirty (30) days prior to the expiration or termination of each policy. Upon request, Vendor shall provide Customer with copies of each required insurance policy and all endorsements. Customer's review of any insurance policy, or failure to object to the submitted documents, shall not be deemed acceptance of or approval of coverage that is not in compliance with these terms and conditions or as acceptance or affirmation of the adequacy or applicability of such insurance. Customer may require SubVendor to provide such other insurance coverages with limits of liability amounts as Customer may reasonably require from time to time. The insurance limits specified shall not act to limit the liability of Vendor or the indemnification obligation of Vendor to Customer. All policies shall be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Customer. All approved SubVendors shall maintain coverages, requirements and limits at least as broad as those set forth in this Section 11.

12. **APPLICABLE LAW; VENUE; ATTORNEYS FEES:** This Purchase Order shall be governed by, subject to and construed according to the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions. Venue for any dispute arising out of the Purchase Order shall lie exclusively in the United States District Court for the Eastern District of Pennsylvania or any court of the Commonwealth of Pennsylvania of competent jurisdiction located in Montgomery County, Pennsylvania, and Vendor submits and consents to the exclusive jurisdiction of such courts. The prevailing party in any dispute shall be entitled to recover reasonable attorneys' fees and other legal costs from the non-prevailing party.

13. **OWNERSHIP OF WORK PRODUCT.** Vendor shall make prompt written disclosure to Customer of all notes, designs, models, prototypes, drawings, data storage media, listings, reports, documents, deliverables, technical data, inventions, improvements, discoveries, computer software (including firmware, source code and object code), and other forms of technology, materials, information or intellectual property made, conceived, developed or actually or constructively reduced to practice in connection with or pursuant to the terms and conditions of this Agreement, whether solely or jointly with others, and which are associated with, refer to, are suggested by, or result from any Services which Vendor may do or perform or Goods delivered pursuant to this Agreement, or from any information obtained by Vendor from Customer or in discussions and meetings with employees of Customer or any of its affiliates including any reports to be prepared by Vendor for Customer under this Agreement ("Work Product"). Vendor hereby agrees that all such Work Product are works made for hire exclusively for Customer, as applicable, under the patent or copyright laws of the United States and shall become and remain the exclusive property of Customer, and Customer shall have the rights to use such for any purpose without any additional compensation to Vendor.



QualTek Wireless LLC Standard Order Terms and Conditions
(continued)

14. **GENERAL:**

- a. No change, amendment or modification of this Purchase Order will be effective unless in writing and signed by an authorized representative of Customer and Vendor, respectively.
- b. Vendor shall not, without Customer's prior written consent, assign all or any part of this Purchase Order.
- c. Customer's remedies under this Purchase Order, in law and equity are cumulative and may be exercised concurrently or separately.
- d. The invalidity in whole or in part of any provision of this Purchase Order will not affect the validity of any other provision.
- e. Failure by Customer to insist upon strict performance by Vendor of any of its obligations under this Purchase Order will not waive any subsequent or other defect or failure to perform by Vendor.
- f. Vendor is an independent Vendor and not an agent or employee of Customer or of any of its affiliates. Vendor is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claimed by Vendor's employees.
- g. Customer has the right to offset any amount owed by Vendor to Customer under this Purchase Order or any other agreement against any amount owed by Customer to the Vendor under this Purchase Order.
- h. Written communications to Customer should be sent to QualTek Wireless LLC 475 Sentry Pkwy E, Suite 200, Blue Bell, PA 19422, Attn: Legal Dept.
- i. Vendor shall (a) comply and cause its SubVendors to comply with all applicable federal, state and local laws, ordinances, regulations and orders with respect to its performance of the Services, including, without limitation, any labor, nondiscrimination and equal opportunity in employment laws, ordinances, regulations and orders; (b) file all reports relating to the services to be performed hereunder (including, without limitation, tax returns); (c) pay all filing fees and federal, state and local taxes applicable to Vendor's business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due.