

Supplier Drug Testing and Background Check Requirements

1. Definitions.

- **"Access"** means (a) to enter a location; or (b) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware).
- **"Agreement"** means the master services agreement between supplier of Services or Products ("Supplier") and Connect Holding II LLC d/b/a Brightspeed ("Brightspeed"), and all exhibits thereto, Products and Services documentation, all applicable Orders, and any other contract between Supplier and Brightspeed that references the Supplier Portal.
- **"Customer Proprietary Network Information" or "CPNI"** means information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of Brightspeed; and information contained in the bills pertaining to their voice services.
- **"Domestic Communications" or "DC"** means: (a) Wire Communications or Electronic Communications, as defined by 18 U.S.C. § 2510, (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or (b) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.
- **"Domestic Communications Infrastructure" or "DCI"** means any Brightspeed system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf ("COTS") software used for common business functions, e.g., Microsoft Office) used by, or on behalf of, Brightspeed to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Brightspeed has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.
- **"Hazardous Materials"** means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") or the Nuclear Regulatory Commission.
- **"Intellectual Property" or "IP"** means any and all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including any patents, trademarks, copyrights, trade secrets, service marks, and mask work protection rights, in each case whether registered or unregistered, and any application or right to apply for any of the foregoing, and all renewals, extensions, and reversions.
- **"Order"** means any valid statement of work, order form, or any other ordering document signed by Brightspeed (and if applicable Supplier) to purchase Products and Services.
- **"Personal Data"** means information (regardless of form) that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly,

with a particular individual or household, and as may be further defined under Data Privacy Laws, and includes CPNI.

- **“Products”** means any and all goods and software specified in an Order.
- **“Services”** means any and all services provided by Supplier to Brightspeed, including but not limited to any Professional Services, support services, implementation services, and Subscription Services.
- **“Supplier Personnel”** or **“Personnel”** means (i) all employees, agents, contractors and/or subcontractors of Supplier, and (ii) all subcontractors’ respective employees, agents and contractors who provide Products or perform the Services in connection with this Agreement.
- **“Supplier Portal”** means the Brightspeed portal containing policies, terms and conditions which are applicable to Supplier and its Personnel hereunder and is located at <https://www.brightspeed.com/ew/about/doing-business-with-brightspeed.html>.
- **“U.S. Records”** means Brightspeed’s customer billing records, customer/subscriber information, personally identifiable information, Sensitive Personal Data (as defined by applicable data privacy Law), call detail records, internet protocol data records, Customer Proprietary Network Information, geolocation data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Brightspeed within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

2. General Requirements.

To the extent permitted by law, Supplier will perform thorough screening and selection of Supplier Personnel who will be performing Services for Brightspeed, including reasonable background checks, and will confirm the legal status of Supplier Personnel to work in the United States or the country in which they will be employed. Supplier shall meet the requirements of the Fair Credit Reporting Act and any regulations issued thereunder for any assignments within the United States, and with any other applicable state, provincial, federal, or country laws. All required drug testing and background checks shall be completed, investigated and meet all acceptable criteria before Supplier Personnel are placed on Brightspeed assignment or Brightspeed customer’s property. If Supplier Personnel were not subject to background checks and/or drug screening when previously assigned to Brightspeed or Brightspeed customer’s property, Brightspeed may agree to allow Supplier a maximum of 5 days from the start of this Agreement in order for Supplier to complete required background checks and drug screens and provide status. Supplier will not be required to conduct new or updated background checks if Supplier has previously conducted reasonable background checks on Supplier Personnel that meet the requirements specified in (A) through (E) below, except as required by customer requirements or law. A. Background checks will include, at a minimum: (i) identity verification/Social Security Number trace; and (ii) a criminal history check consisting of an inquiry of official government record repositories for any federal, state, and local felony or misdemeanor adjudication (e.g., conviction, deferred judgment, nolo contendere or finding of criminal liability by a court of competent jurisdiction) and/or pending criminal charges for all areas of residence/employment over the last seven (7) years, or longer if commercially feasible and the information is available through public records.

B. If Supplier Personnel will have: (i) unescorted Access to Brightspeed facilities; (ii) Access to sensitive Brightspeed or customer data, such as CPI, CII, CPNI, Intellectual Property, or Sensitive PII; or (iii) Access to Brightspeed's internal computer systems, networks or databases, Supplier will conduct the following background checks in addition to the checks specified in (A) above:

- (a) education verification (if post-secondary degree required for the position);
- (b) employment history (last 2 positions or last 5 years if with same employer); and
- (c) references (if any of items (a) or (b) cannot be completed).

C. If Supplier Personnel will have physical access to Brightspeed customers or prospective customers, Supplier will conduct a search of the National Sex Offender registry in addition to the checks specified in (A) and (B) above.

D. If notified by Brightspeed that it is required by applicable legal, regulatory, or customer requirements, Supplier will conduct a search of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List in addition to the checks specified in (A), (B), and/or (C) above.

E. If Services performed by Supplier Personnel will: (i) involve the regular use of a motor vehicle while on Brightspeed business, including but not limited to field technician and outside sales positions; or (ii) involve safety-sensitive roles that include: (1) working aloft; (2) handling or proximity to Hazardous Materials or other flammable materials, explosives, toxic chemicals, or similar substances; (3) positions in which impairment caused by alcohol or controlled substances would threaten the health, safety, or property of Supplier Personnel, co-workers, or the public; or (4) where controlled substance and alcohol testing are mandated by federal law, Supplier will conduct the following checks, as applicable, in addition to the checks specified in (A), (B), (C) and/or (D) above:

- (a) a five (5) panel drug screen conducted by a properly accredited or certified laboratory; and
- (b) a Motor Vehicle Records (MVR) check, for positions involving the use of a motor vehicle.

3. International Personnel.

If Supplier Personnel are based outside of the U.S. and all of the required checks described above are not available or legally permitted within the Supplier's country of operation, Supplier will notify Brightspeed of this fact and make every effort to utilize Supplier Personnel who could reasonably meet these standards. These efforts should include alternative screening to include verification of additional references, previous employment, education, identity, residence, and additional screening database checks if available.

4. Adjudication.

Supplier will consider all of the information provided from a background check, or MVR when applicable, when determining if the Supplier Personnel will provide services for Brightspeed. Supplier will not utilize or promptly remove from providing Services any Supplier Personnel who:

- (a) has had a positive or positive dilute drug test result within the last twelve (12) months, except that Supplier Personnel performing outside sales that don't require the operation of a motor vehicle will not be disqualified due to a positive finding for marijuana;
- (b) is not authorized to work in the United States or the country in which they will be employed by the Supplier;
- (c) has falsified, misrepresented or omitted information required to be disclosed or provided any misleading statement in the application or resume;
- (d) has been convicted (felony or misdemeanor) within the past 7 years, or longer if the crime was particularly egregious, of a crime: (i) involving fraud, theft, or dishonesty; (ii) otherwise related to assignment duties; (iii) of violence; or (iv) which otherwise indicates a risk to Brightspeed property, the safety of Brightspeed employees, or the general public;
- (e) is subject to any pending criminal charge or arrest warrant, if (i) the matters alleged in the charge or warrant would disqualify the candidate based on guidelines listed in section (d) above, and (ii) the Supplier's investigation or inquiry indicates that the matters as charged are likely to be true;
- (f) for whom the Supplier has any reliable information which suggests that such person is unqualified, dishonest, untrustworthy, unreliable, or has any history of violence;
- (g) will perform Services for Brightspeed that involve the use of a motor vehicle and: (i) does not currently possess a valid driver's license; (ii) has had any driving related suspensions or revocations of a driver's license within the last five (5) years; (iii) has any DWI, OWI or DUI convictions within the last five (5) years; or (iv) whose MVR check otherwise indicates a risk to Brightspeed property, the safety of Brightspeed employees, or the general public.

5. Compliance.

At Brightspeed's request, Supplier will audit its compliance with all of the above requirements, and will, within 15 business days of Brightspeed's request, deliver a written certification to Brightspeed confirming that Supplier has been and is in compliance with these requirements. Supplier must maintain security/criminal investigation results for review by Brightspeed upon request. Details of actual results will remain confidential. Supplier will create and maintain documentation supporting compliance, including the U.S. Citizenship and Immigration Services Form I-9, for any Supplier Personnel, in accordance with the above requirements and related legal requirements. At Brightspeed's request, Supplier will furnish documentation supporting compliance.

6. Removal of Personnel.

Supplier will remove Supplier Personnel promptly from providing Services to Brightspeed when Brightspeed requests the removal for any lawful reason. Brightspeed is not obligated to pay for Services provided by the Supplier Personnel following Brightspeed's request for his or her removal. Brightspeed is not obligated to pay for any costs associated with replacing Supplier Personnel.