

Supplier Code of Ethics

It is the policy of Windstream Holdings II, LLC (“Windstream”) to conduct business in a manner that is ethical and promotes the best interests of its customers, employees, and stockholders. Accordingly, Windstream expects its Suppliers to be ethical and honest, comply with all applicable laws and regulations, and avoid any appearance of impropriety or conflict of interest. Windstream Suppliers are never authorized to commit, or direct others to commit, any illegal or unethical act.

To assist Suppliers in meeting Windstream’s expectations, this Supplier Code of Ethics (“Code”) provides basic guidelines for important areas of business conduct. As used in this Code, “Supplier(s)” refers to any entity providing products, people or services to Windstream, and where applicable, all supply chain workers, including the personnel of Supplier and its subcontractors and agents. Windstream expects Suppliers to comply with these guidelines and always exercise good judgment in applying them to their conduct as a Windstream Supplier. In addition to the Code, Windstream expects all Suppliers to recognize and adhere to Windstream’s **Ethics Policy**, or a substantially similar internal supplier ethics and compliance program. Suppliers that do not comply with the Code may be subject to corrective action, up to and including termination of Windstream’s agreement(s) with such offending Suppliers.

This Code is not intended to create new or additional rights, or any additional Windstream obligations, in favor of Suppliers, Supplier personnel, or any third parties. It supplements, but does not supersede, the agreements between Windstream and Suppliers. Where this Code sets higher standards than what is required by law, Windstream expects Suppliers to adhere to such higher standards. Windstream reserves the right to revise the Code and its Ethics Policy at any time.

REPORTING CONCERNS

Suppliers must promptly report concerns and potential or actual violations of this Code. Suppliers should contact Windstream’s Chief Compliance Officer or Compliance Committee through the Windstream Working with Integrity Helpline at 888-898-3990, online at <https://secure.ethicspoint.com/domain/media/en/gui/58655/index.html> or by mail: Windstream Working with Integrity, Chief Compliance Officer, 4001 N. Rodney Parham Rd., Building 1 Floor 3, Little Rock, AR 72212. The Helpline and online reporting system have been established to provide Suppliers with channels to report possible violations confidentially and anonymously. Both the Helpline and online reporting system are staffed by an independent third party. Suppliers must provide reasonable assistance to any investigation by Windstream of a violation of this Code. Suppliers must protect anyone who works for them, either as an employee or a contractor, from any form of retaliation for reporting suspected or actual violations. Windstream reserves the right to review or audit our Suppliers’ compliance with this Code.

POLICY AGAINST FACILITATION PAYMENTS

Suppliers must know and abide by the laws of the United States, including the Foreign Corrupt Practices Act, and the countries in which international operations are being conducted. Suppliers who are acting on Windstream’s behalf may not, with respect to any government official, pay bribes or engage in corrupt practices to advance any interests associated with Windstream. This includes directly or indirectly offering, promising to pay, or authorizing the payment or provision of money or anything of value to government officials, political parties, or candidates for political

office for the purpose of influencing their acts or decisions. A Supplier acting on Windstream's behalf may not engage in any form of bribery, including commercial bribery. Similarly, Windstream expects its Suppliers to maintain policies, processes and procedures to ensure the foregoing behavior does not occur. For the avoidance of doubt, when Suppliers team with Windstream in providing goods and services to government entities or otherwise deal with government officials in connection with Windstream matters, gifts or entertainment of any value are not permitted.

If a Supplier, in connection with its work for Windstream, is approached by anyone, including a government official or an agent thereof, and asked to provide a payment or anything of value to influence an act or decision of the official or his/her government, or to secure an improper advantage, the Supplier is required to refuse to make the payment or to provide anything of value and immediately report the incident to Windstream using the Helpline, online reporting system or mailing address.

FALSIFICATION OR ALTERATION OF RECORDS

Falsifying or altering records or reports, preparing records or reports for improper purposes, or knowingly approving such conduct is prohibited. Suppliers must keep accurate and complete books and records regarding all transactions relating to its work for Windstream. These prohibitions include the following:


- False or misleading entries or statements should never be made in any Supplier books or records, including expense reports, time records, or other documentation, for any reason.
- Expense reports must be completed accurately, showing the true purpose and correct amount of each expense item. Expense reports must never seek reimbursement of expenses that are not legitimate business expenses incurred in the course of your duties as a Windstream Supplier. This means that an expense report must never seek reimbursement for personal spending that is unrelated to reasonable, business related expenses.
- Permanent entries in Supplier records should never be altered.
- No secret or unrecorded funds or assets should be created or maintained for any reason.
- Never make a payment or approve a receipt or expense report with the understanding that it will be used for a purpose other than what is described in the record of the transaction.

GIFTS AND ENTERTAINMENT

Suppliers warrant that no commissions, payments, kickbacks, lavish gifts, entertainment, or other things of any value have been given to any employee or agent of Windstream in connection with Supplier's work for Windstream, and acknowledge that the giving of any such payments, gifts, entertainment, or other things of value is strictly in violation of Windstream's policy on conflicts of interest and may result in the cancellation of Windstream's relationship with a Supplier. Suppliers must notify Windstream of any solicitation by any of Windstream's employees or agents for any payments, gifts, entertainment, or other things of value using the Helpline, online reporting system or mailing address.

APPEARANCE OF IMPROPRIETY – CONFLICTS OF INTEREST

Windstream awards business on the basis of several factors, including but not limited to, product or service needs, costs, project management resources, experience and performance record. A Supplier must not have a relationship with any employee at Windstream that affects or might appear to affect the objectivity of an employee's judgment or that is or appears to be a conflict of interest. A conflict of interest may occur when a Supplier's outside activities or personal interest conflict, or appear to conflict with, his or her responsibilities to Windstream. In the event an actual or potential conflict of interest does arise, Supplier must immediately report it to Windstream.



TREATMENT OF PEOPLE WITH RESPECT AND DIGNITY

Suppliers must maintain a workplace culture based on respect where all forms of unlawful harassment and abuse, including sexual harassment, is forbidden. Windstream expects Suppliers to treat all employees with respect and dignity and not to use corporal punishment, threats of violence, physical abuse or other forms of physical coercion, harassment or intimidation. Suppliers' employment, wage and benefits practices should not be based upon grounds of sex, race, age, color, religion, national origin, marital status, veteran status or disability, in accordance with state and federal law. Additionally, Windstream expects Suppliers to use their best efforts to achieve a diverse work force.

FREEDOM OF ASSOCIATION

Windstream expects Suppliers to respect the legal rights of their employees to join or not to join worker organizations, including trade unions or similar external representative organizations, and the right to collectively bargain, if they choose to be represented. Suppliers should strive for effective employee communication as a means of promoting positive employee relations.


LABOR RIGHTS

Suppliers must implement hiring practices to accurately verify the age of all workers and workers' legal right to work prior to employment. Suppliers will not employ individuals under the legal minimum working age of the jurisdiction and/or country where the Supplier operates. Suppliers must not use child labor. Consistent with the principles set forth in ILO Convention No. 138, the term "child" refers to any person under the age of 15, or under the applicable minimum age for completion of compulsory education, or under the minimum age for employment in any particular country, whichever is the highest. Suppliers must not use forced or involuntary labor whether bonded, imprisoned, or indentured, including debt servitude. Suppliers must comply with all applicable wage and hour laws and regulations, including, but not limited to, those relating to minimum living wages, overtime hours and maximum working hours, piece rates and other elements of compensation, and legally mandated benefits. Suppliers' employees should understand their employment conditions including payment terms and benefits, and acceptable living conditions.

SAFETY, HEALTH AND THE ENVIRONMENT

Windstream is committed to providing a safe, healthy and alcohol and drug free work place for its employees and for visitors to Windstream's facilities, and Windstream expects Suppliers to do that same. Suppliers should provide appropriate health and safety information and training to their employees. Suppliers are expected to follow all applicable health and safety laws and regulations, as well as any related Windstream policies, and should have a program or mechanism(s) to enforce and monitor compliance with health and safety requirements. Such programs and/or mechanisms should include at least the following: (i) assurances that the Suppliers' workers are provided with a safe place to work and are qualified to perform their work functions safely; (ii) the ability to track occupational injuries and illness; and (iii) an emergency preparedness plan and response procedure.

Additionally, Suppliers are expected to demonstrate a commitment to responsible environmental stewardship, including: (i) compliance with all applicable environmental laws and regulations, including those related to hazardous materials, contaminants in air, soil and water, the protection of natural resources and recycling; (ii) maintenance of programs to eliminate or reduce waste of all types, including waste of water and energy, and to prevent pollution; (iii) development of an environmental management system with a focus on continuously monitoring and improving environmental performance; and (iv) working with their own sub-suppliers to assess and address environmental and sustainability issues within their own supply chains.



We also expect Suppliers to share our commitment by responding to challenges posed by climate change and working toward protecting the environment. As part of this commitment, we expect Suppliers to evaluate their own emissions and any other key environmental metrics that are relevant to their businesses, and for Suppliers and their indirect suppliers to measure, monitor, and report significant sources of GHG emissions. We additionally expect Suppliers to work to minimize their impact on the environment and, where appropriate, adopt their own climate goals.

SUPPLY CHAIN RISK MANAGEMENT AND INTEGRITY

Windstream expects that Suppliers (including their suppliers) manage supply chain risk. At a minimum, Supplier supply chain risk management should ensure the secure design (including traceable provenance of components) of Supplier products or services, physical security (e.g., at the Suppliers' facilities as well as when products are in transit), and personnel security (e.g., onboarding (including background checks), off boarding, insider threat, training, etc.).

Windstream expects that Suppliers ensure the integrity and resilience of the products and services purchased by Windstream. Suppliers should ensure that the products or services purchased by Windstream perform in the manner expected. Suppliers should have and implement resiliency plans, including plans in the event of disruptions, such as but not limited to, weather events, geopolitical instability, a pandemic or other public health crisis, wildfires, and earthquakes.

SUPPLY CHAIN RESPONSIBILITY

Windstream expects that Suppliers will work to establish responsible supply chains in all respects, from the materials in products delivered to Windstream to the treatment of people that deliver Supplier's goods and services. Suppliers should have appropriate policies, management systems, and staffing in place to meet the expectations set forth in this Code. Suppliers should also ensure that vendors providing them with services in their workplace, including the provision of workers, also apply these standards.


All Suppliers should communicate to their employees and to their suppliers the standards to which the Supplier is committed, as well as relevant laws, regulations, and protections.

Suppliers must comply with Windstream's requirements with respect to "conflict minerals" – see Windstream's **Conflict Minerals Policy Statement**. Further, Suppliers must use all reasonable efforts to avoid modern slavery and human trafficking in their supply chains.

USE AND PROTECTION OF COMPANY ASSETS

Windstream's property and resources are highly valuable. Suppliers are responsible for protecting Windstream's tangible and intangible property and ensuring their legitimate Windstream-related business use. Some examples of Windstream property include our funds, buildings and facilities, company vehicles, resources used to provide communications services, office equipment, intellectual property and confidential information. Suppliers are responsible for safeguarding Windstream property in their possession and control, and for using such resources only for legitimate business purposes to advance the interests of Windstream. Windstream property may not be taken, sold, loaned, given away, licensed, assigned, damaged, used for non-business purposes or otherwise disposed of regardless of its condition or value, unless the Supplier has specific written approval from an authorized Windstream representative.

In addition, if Windstream issues a building key or access device to a Supplier, the key or access device must: (i) be safeguarded; (ii) be used only by the authorized recipient; (iii) not be transferred without the consent of Windstream; (iv) not be duplicated; and (v) be returned to Windstream immediately when the employment of its holder is terminated, when its holder no longer requires such building key or access device, or at the request of Windstream.



PROPERTY RIGHTS OF OTHERS

Windstream respects the property rights of others. In the conduct of business, Windstream has occasion to receive and use proprietary information of others, such as customer lists, technical developments or operational data, as well as other material that is not publicly available. Windstream must use this information only in accordance with the agreements under which such information is received. Windstream's policy is to honor and respect the intellectual property rights of others. Such intellectual property rights include patents, trademarks and copyrights. Suppliers should not engage in any improper use of the intellectual property rights of others, including the unlawful or unauthorized copying, revealing or use of anyone's intellectual property.

CONFIDENTIAL INFORMATION AND PRIVACY

Windstream Privacy Policy

Windstream values and protects confidential information, including information about our customers, employees, operations, finances and business plans, and information created by our customers, in accordance with applicable law. Windstream will execute a non-disclosure agreement with a Supplier before providing access to confidential information. Suppliers are required to protect Windstream's confidential information in accordance with that agreement; any disclosure of Windstream's confidential information is prohibited. This includes inadvertent disclosures, which means that Suppliers must not have discussions involving Windstream's confidential information in public areas where discussions could be easily intercepted or overheard. Suppliers will use Windstream's confidential information solely for the purposes for which it is provided under the agreement, and must not make independent use of Windstream's data.

ADVERTISEMENTS

Windstream exercises, in compliance with the law, broad discretion over our choice of brands and companies that advertise on our platforms. Windstream will reject advertisements it believes are misleading, inaccurate or that make fraudulent or unfair competitive claims. Windstream will also reject advertisements that are patently offensive or that violate the law (e.g. libel, copyright, trademark, right of privacy, etc.).

Additionally, Windstream will reject advertisements that are indecent; are sexually inappropriate; support hate speech; glorify violence or abuse; are defamatory or libelous; glorify drug use and abuse (including alcohol and tobacco); or attack or ridicule an individual or group's age, national origin, race, ethnicity, religion, gender, sexual orientation or disability.

TO REPORT CONCERNS AND POTENTIAL OR ACTUAL VIOLATIONS

Phone: Working with Integrity Helpline, 888-898-3990

Web: <https://secure.ethicspoint.com/domain/media/en/gui/58655/index.html>

Mail:

Windstream Working with Integrity
Chief Compliance Officer
4001 N. Rodney Parham Rd.
Building 1, Floor 3
Little Rock, AR 72212