



## Purchase Order Terms and Conditions

1. ACCEPTANCE/ENTIRE AGREEMENT. “Adtran” means the Adtran entity listed on the front of this Purchase Order. “Vendor” means the company or individual listed as Vendor on the front of this Purchase Order and its employees, agents and assigns. Adtran’s submission of the Purchase Order is conditioned on Vendor’s agreement that any terms different from or in addition to the terms of the Purchase Order or these Purchase Order Terms and Conditions (together, the “Agreement”), whether communicated orally or in writing. All other offers by Vendor are rejected, including but not limited to any conflicting or additional terms and conditions in Vendor’s quote, response or other preprinted terms of Vendor, and shall be of no effect, nor binding upon Adtran. Acceptance of the Products (as defined below) or any failure to reject by Adtran shall not constitute Adtran’s consent to or acceptance of any such additional terms or conditions. Acceptance of this offer to purchase the materials, parts, components, products, software, firmware, and/or other tangible goods, deliverables, and/or services (collectively, the “Products”) is made by Vendor’s acknowledgment, shipment or other performance (“Acceptance”) and shall be unqualified, unconditional, subject to and expressly limited to the terms and conditions of this Agreement (as defined below). Upon Acceptance by Vendor, the Agreement shall constitute the entire understanding between the parties with respect to the subject matter thereof and supersedes, takes precedence, and amends all prior and contemporaneous oral or written communications and agreements between the parties; and shall not be superseded, modified or rescinded, except by a writing signed by the parties. Estimates or forecasts furnished by Adtran shall not constitute commitments. Notwithstanding the foregoing, if a master agreement covering procurement of the Products described in the Purchase Order exists between Adtran and Vendor, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. ASSIGNMENT. No assignment of rights, including rights to monies due or to become due, nor delegation of duties under this Agreement, shall be binding upon Adtran, unless its written consent has been obtained. Vendor shall be responsible to Adtran for all Products provided by Vendor’s subcontractor(s) at any tier. All persons furnished by Vendor shall be considered Vendor’s employees or agents, and Vendor shall be responsible for payment of all unemployment, social security, and other payroll taxes, including contributions when required by law.

3. CHANGES. Adtran shall have the right to make additions, deductions, deviations, reschedule, modify, and/or cancel, in whole or in part (“Changes”) the Purchase Order, at



any time and without any liability, prior to full delivery to and acceptance of the Products by Adtran. No Changes shall be considered as an addition, alteration, or deduction from the Products. Vendor will not be entitled to any compensation for Products delivered pursuant to or in contemplation of a Change, unless agreed upon in writing and made pursuant to a written Change Order issued by Adtran.

4. COMPLIANCE WITH LAWS. Vendor and Vendor's agent(s), employee(s), representative(s), and subcontractor(s) shall comply, at their own expense, with all applicable laws, ordinances, regulations, codes, and directives ("Laws"), including, but not limited to, identification and procurement of all required permits, certificates, licenses, insurance, approvals, or inspections, in performance of this Agreement. Vendor agrees to provide Adtran, upon its request, with a certificate, in a form acceptable to Adtran, at its sole discretion, affirming compliance with applicable Laws. Vendor further agrees to indemnify Adtran against, and hold Adtran harmless from, all losses, penalties, or expenses (including court costs and attorney's fees) resulting from Vendor's non-compliance with any applicable Laws.

5. ENVIRONMENTAL MATTERS. Unless Adtran expressly agrees in writing, Vendor represents, warrants, certifies, and covenants that none of the Products, or processes supplied under this Agreement contain: (a) where applicable, any hazardous substances, the use of which is restricted under EU Directive 2011/65/EU as amended by Directive EU 2017/2102 ("RoHS Directive"); (b) any chemical restricted under the Montreal Protocol or any ozone-depleting substances; or (c) any other chemicals, the use of which is restricted in any other jurisdiction to which Vendor knows, or reasonably should know, the Products are to be shipped. Vendor shall: (i) include with all shipments of Products or materials the material composition data related to all homogeneous material contained within such Products, unless otherwise agreed by the parties in writing; and (ii) assist Adtran, as necessary, in Adtran's reasonable opinion, in Adtran's attempts to comply with its obligations, if any, under the ROHS Directives or other applicable Law.

6. WEEE. For any Products subject to the WEEE Directive, as amended, Vendor: (a) represents, warrants, and certifies that such Products are correctly labeled in accordance with the WEEE Directive; (b) agrees to assist with Adtran's compliance, as necessary, in Adtran's reasonable opinion, with its obligations, if any, under the WEEE Directive or other applicable Laws; and (c) agrees to assume responsibility for taking back those Products in the future upon Adtran's or its customer's request and to treat or otherwise manage them in accordance with the requirements of the WEEE Directive and applicable national implementing legislation. No additional charges will be sought by Vendor, and no



additional payments will be due from Adtran, for Vendor's agreement to undertake these responsibilities.

7. GDPR COMPLIANCE. Vendor understands and agrees that, if Vendor processes any “Personal Data” (as that term is defined in the General Data Protection Regulation, Regulation (EU) 2016/679 (“GDPR”)) for Adtran that is subject to GDPR, the terms and conditions of the GDPR Addendum, located at <https://portal.adtran.com/web/contentTemplatePage/3994>, incorporated by reference and made part of this Agreement, shall govern with respect to the protection and processing of such Personal Data, and Vendor is the “Data Processor” and Adtran is the “Data Controller” (as those terms are defined in the GDPR) for the purposes thereto. Vendor further represents and warrants that it, and any sub-processors it uses, shall: 1) comply with the GDPR; and 2) process Personal Data only for the purpose of performing Vendor’s obligations under this Agreement and in strict accordance with the GDPR Addendum. Additionally, Adtran may collect and process Personal Data of Vendor in connection with this Agreement or during the ordinary course of business. In the event such Personal Data of Vendor is subject to the GDPR, Vendor, by Acceptance of this Purchase Order, expressly consents to the Data Privacy and Data Security consent form, located at <https://portal.adtran.com/web/contentTemplatePage/3994>.

8. CONFLICT MINERALS COMPLIANCE. Vendor represents and warrants to Adtran that all Products sold hereunder will comply with the Conflict Minerals Law under §1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and all implementing regulations (“Conflict Minerals Law”). Vendor further agrees to promptly prepare and provide to Adtran, upon request, any information, audits, disclosures, reports, or other sourcing or supply chain information Adtran deems necessary to aid in its compliance with the Conflict Minerals Law, or to file, submit, or disclose to the Securities and Exchange Commission or any other governmental entity relating to such materials. Without in any way limiting the foregoing, Vendor shall provide such further cooperation as Adtran may require in order to reasonably meet any obligations Adtran may have under the Conflict Minerals Law and will take steps necessary to ensure it does not cause Adtran to violate or otherwise fail to comply with the Conflict Minerals Law. Further, if Vendor provides Products which may contain any of the 3TGs (Tantalum, Tin, Tungsten or Gold), Vendor shall complete and submit an EICC Conflict Minerals Reporting Template declaration within forty-five (45) days of this Agreement to [conflictminerals@adtran.com](mailto:conflictminerals@adtran.com).

9. DISPUTES/CHOICE OF LAW/FORUM. This Agreement and all transactions under or related to it shall be governed by the laws of the city, state, and country in which the



Adtran entity listed on the Purchase Order is located, excluding its conflicts of law rules and excluding the U.N. Convention for the International Sale of Goods. Any dispute arising under, or as a result of this Agreement, must be settled by ARBITRATION according to the rules of the American Arbitration Association. Judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. THE PARTIES AGREE THAT ANY ARBITRATION OR LITIGATION PROCEEDING OF ANY KIND MUST BE BROUGHT IN THE CITY AND COUNTRY IN WHICH THE Adtran ENTITY LISTED ON THE PURCHASE ORDER IS LOCATED AND THAT THEY WILL SUBMIT TO THE JURISDICTION OF THE AUTHORITIES THEREIN.

10. DELIVERY; TIME IS OF THE ESSENCE. If Vendor fails to make delivery or perform by the specified delivery date or performs in a manner that jeopardizes its ability to make timely delivery or to render timely performance, Adtran reserves the right to cancel all or part of the Purchase Order, without any further liability, purchase elsewhere, and hold Vendor accountable for any additional costs or damages incurred by Adtran. If it appears Vendor will not meet the delivery schedule, Vendor shall promptly notify Adtran in writing and, if requested by Adtran, ship via premium routing (at no cost to Adtran) to minimize delay as much as possible, with the added cost to be borne by Vendor. This is in addition to Adtran's other remedies. Items received more than five (5) business days before scheduled delivery date may, at Adtran's option, be returned at Vendor's expense or be accepted, and payment therefor withheld until the time when it would have been due had the items arrived at the proper time.

11. FORCE MAJEURE. Neither party shall be liable for delays/failure due to accidents, acts of God, fire, strikes, embargo, acts of governmental or military authority, or similar causes beyond its control ("Force Majeure Event"). If a Force Majeure Event occurs, the party delayed shall promptly give notice to the other. The party affected by such delay may elect to cancel all or any part of the unperformed portion of this Agreement.

12. IDENTIFICATION. Vendor shall not engage in publicity or make public use Adtran's or its affiliates' name, marks, logos, insignia, symbol, logo or any other designation or drawing of Adtran or its affiliate(s) in any circumstance related to this Agreement without Adtran's prior written consent.

13. INDEMNIFICATION. Vendor agrees to indemnify, defend, and hold harmless Adtran, its affiliates, subsidiaries, customers, and the respective employees, successors, and assigns of each (the "Indemnitees") from and against any losses, damages, claims,



liabilities, awards, judgments, settlements, fines, penalties, and expenses (including reasonable attorney's fees) that are alleged to arise out of or result from: (a) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the Products provided by Vendor or Vendor's agent(s), employee(s), or subcontractor(s); (b) assertions under Servicemen's Compensation or similar acts made by Vendor's agent(s), employee(s), or subcontractor(s); (c) infringement of a third party's intellectual property rights; or (d) any failure of Vendor to perform its obligations under this Agreement. Vendor shall maintain such public liability, property damage, and employees' liability and compensation insurance as will protect the Indemnitees from any of said risks and from any claims under any applicable Servicemen's Compensation and Occupational Disease Acts. Vendor further agrees to indemnify the Indemnitees and hold them harmless from and against any and all losses and expenses, including court costs and reasonable attorney's fees (except losses arising solely out of Adtran's gross negligence) which the Indemnitees may sustain by reason of claim, demand, legal action, or judgment based upon: (a) alleged patent, trademark, trade secret, master work, copyright, or other intellectual property right infringement arising out of the use or sale of such Products; (b) defects, either latent or patent, in the design, manufacture, preparation, or handling of such Products by Vendor or those in privity with it; (c) the use by any persons of such Products; (d) Vendor's delivery or service activity; or (e) Vendor's breach of any express or implied warranty.

14. INFORMATION; Adtran's. Adtran shall, at all times, have title to all drawings, specifications, ideas, data, programs, and other technical and business information furnished by Adtran to Vendor and intended for use in connection with this Agreement, and the media on which such information is conveyed, however conveyed. Vendor shall use such information only in connection with this Agreement, and shall not disclose such information to any person, firm, or corporation, other than Vendor's employees or subcontractors that are likewise obligated to keep such information confidential. The Vendor shall, at Adtran's request or upon completion or delivery of the Products, promptly return or destroy (with certification to Adtran) all such information to Adtran.

15. VENDOR'S INFORMATION. Vendor shall not provide under, or have provided in contemplation of, this Agreement any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article unless Vendor has the right to do so, and such info shall not be confidential or proprietary.



16. INSPECTION, ACCEPTANCE AND WARRANTY. All Products purchased hereunder are subject to Adtran's inspection and testing at any place at any reasonable time prior to final acceptance. Notwithstanding any prior test or inspection, all articles will be subject to final inspection and acceptance at Adtran's plant. Except for latent defects, fraud, and gross mistakes that amount to fraud, final acceptance shall be deemed to have occurred within a reasonable time, not to exceed forty-five (45) days after delivery.

17. VENDOR'S WARRANTIES. Vendor expressly warrants that the Products covered hereunder will strictly comply and conform to any specifications, drawings, or other descriptions set forth or incorporated by reference in this Agreement and any samples furnished by Adtran. All Products: (a) will be free of defects in design and workmanship; (b) will be merchantable and fit for purposes expressed in any specifications, drawings, or other descriptions which are a part of this Agreement; and (c) will conform to industry standards of performance and quality. Vendor agrees to notify Adtran in advance of changes to its or its supplier's manufacturing process that may impact performance of the Products in Adtran's application. Vendor further represents, with respect to intellectual property contained in the Products, that: (a) it has all right, title and interest in and to the Products and all associated intellectual property rights; (b) the Products do not and will not infringe, violate or misappropriate any third party's intellectual property rights, and no third party has infringed, violated or misappropriated Supplier's intellectual property rights; (c) there are no legal actions pending or threatened alleging any infringement, misappropriation or ownership of the Products; and (d) it is not subject to any outstanding or protective order that may restrict or impair Adtrants' or its customers' use of the Products. Adtran's waiver, release, or approval of design, material, data, or drawings will not relieve Vendor of any warranty hereunder or any requirements under this Agreement. Articles not in conformity may, at Adtran's option, be returned to Vendor at Vendor's expense for repair, replacement, credit, or refund as Adtran may direct, or Adtran may retain same at a proper adjustment of price. The foregoing remedies are cumulative and do not limit or exclude any remedies provided by law or equity. Vendor's warranties, service policies, or similar undertakings of Vendor shall be enforceable by Adtran's customers and the users of the Products, as well as by Adtran. The foregoing warranty shall survive inspection, acceptance, and payment. Vendor shall maintain general business liability insurance in amounts sufficient to cover Vendor's liability arising herein, and in no event less than one million dollars (\$1,000,000 USD).

18. INVOICING FOR SERVICES. Vendor's invoices shall not be rendered until completion and final delivery of the Products and, with respect to services and deliverables, shall only be payable when they have been performed to Adtran's satisfaction. All Products shall be delivered free from all claims, liens, and charges whatsoever. Adtran reserves the right to require, before making payment, proof that all parties furnishing labor



and material for the Products have been paid. Notwithstanding anything to the contrary, Vendor expressly agrees that Adtran shall have no obligation to pay any invoices or other amounts owed to Vendor for products and/or services that are the subject of the invoice if such is not received by Adtran in accordance herein within ninety (90) days of completion of the applicable services and/or delivery of the products.

19. PLANT/SITE RULES. Vendor shall become acquainted with conditions governing the delivery, receipt, and storage of materials at the site of the services, if not taking place at Vendor's locations, so that Vendor will not interfere with Adtran's or Adtran's customers' operations. Therefore, Vendor shall be expected to select, uncrate, remove, and transport materials from the storage areas provided. Adtran is not responsible for the safekeeping of Vendor's property. Vendor shall not stop, delay, or interfere with Adtran's work schedule without the prior approval of Adtran. Vendor shall provide and maintain sufficient covering and take any other precautions necessary to protect Adtran's stock, equipment and other property from damage.

20. PRICES, TAXES AND PAYMENT. By acceptance of this Agreement, Vendor certifies that the prices stated herein are not in excess of prices quoted or charged to any other purchaser in similar quantities for the same Products. Vendor shall be paid, upon submission of proper invoices, the prices stipulated herein for Products delivered and accepted (dates to be shown). The price includes packing, crating, and transportation, DDP point shown (Incoterms 2000). Discounts will be taken on full amount of the invoice(s). For purpose of computing discounts and other terms of payment, time will be computed from date of receipt and acceptance by Adtran of Vendor's correct invoice(s) or date of delivery of the Products, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date Adtran's check is mailed. The price shall be subject to set-off for claims of Adtran. Except for taxes, only charges shown on the face of this Agreement will be allowed without the prior written consent of Adtran. Taxes shall be billed as separate items on Vendor's invoice. A separate invoice shall be issued for each shipment. Invoices shall contain the following information: purchase order number, item number, description of Products, sizes, quantities, unit prices, and extended totals. Shipments sent C.O.D. will not be accepted and drafts will not be honored without the prior written consent of Adtran, and all Products attendant therewith will be at Vendor's risk. In no event shall payment be deemed to constitute acceptance.

21. Adtran PROPERTY. All material furnished or specifically paid for by Adtran shall be the property of Adtran, and shall be subject to removal at any time, without additional cost, upon demand by Adtran. Such material shall be used only in filling orders from



Adtran, shall be kept separate from other materials, and shall be clearly identified as the property of Adtran. Vendor assumes all liability for loss or damage, except for normal wear and tear, and agrees to supply a detailed statement of inventory upon request by Adtran. In addition, Vendor shall permit, and shall assist Adtran in, creating and perfecting security interests in such information.

22. SEVERABILITY/SURVIVAL/WAIVER. The invalidity, in whole or in part, of any provision hereof shall not affect validity of the remainder of such provision or any other provisions. The obligations of the parties under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement. No course of dealing or failure of either party to strictly enforce any provision of this Agreement shall be construed as a waiver of the future performance of that or any other provision hereof.

23. SOFTWARE LICENSE GRANT. Except as expressly stated otherwise in this Agreement, Adtran shall have a world-wide, royalty-free, non-exclusive, perpetual, irrevocable, transferable license to use, reproduce, and sublicense any and all software furnished to Adtran under this Agreement.

24. TERMINATION. Adtran may, at any time and at its sole discretion, cancel an order, reschedule a shipment and/or terminate this Agreement, in whole or in part, for its convenience, by giving written notice to Vendor. In such case, Adtran's liability shall be limited to payment of amount due for Products delivered and/or performed up to, and including, date of termination. In no event shall reimbursement, plus payments previously made, exceed the total consideration hereof. Adtran may terminate this Agreement, without liability, for default of Vendor.

25. TOOLS AND EQUIPMENT. Unless otherwise expressly provided in this Agreement, Vendor shall provide all labor, tools, and equipment for performance of this Agreement. Should Vendor actually use any tools owned or rented by Adtran, Vendor acknowledges and accepts the tools 'as is, where is,' and Vendor shall have risk of loss and damage.

26. GOVERNMENT CONTRACT PROVISIONS. If a government contract number appears on the face hereof, or if Vendor knows or has reason to know that procurement is for end-use under a government contract or subcontract, or there is any other indication





thereof, the following special terms and conditions apply: all applicable provisions of any contract or subcontract between Adtran and the Government, Prime Contractor, or Subcontractor, and all statutes, regulations, orders, or similar government contracting provisions which by law or regulation are required to be made a part of this Agreement, are incorporated herein by reference, including, but not limited to, the following specific portions of part 15 of the Federal Acquisition Regulations: 52.222-26, Equal Opportunity (E.O. 11246); 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a)); 52.222-36, Affirmative Action for Servicemen with Disabilities (29 U.S.C. 793); and 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241). By accepting this Agreement Vendor assumes, toward the Government, Prime Contractor, and/or Subcontractor, the same obligations toward Adtran that Adtran has assumed in the contract or subcontract with the Government, Prime Contractor, or Subcontractor. Any additional government contracting provisions which Adtran elects to have apply to this Agreement shall be referenced on the face hereof, or on a separate sheet attached hereto, and are incorporated herein by reference. In addition, Vendor shall participate in and comply with any applicable socio-economic programs related to such contract or subcontract or otherwise required by Adtran.