

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE/ENTIRE AGREEMENT.** "ADTRAN" means the ADTRAN entity listed on the front of this Purchase Order. "Seller" means the company or individual listed as Vendor on the front of this Purchase Order and its employees, agents and assigns. Acceptance of this offer to purchase the materials, goods, parts, components, products and/or services (the "Work" or "Commodities") is made by Seller'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. All other offers by Seller are rejected, including but not limited to any conflicting or additional terms and conditions in Seller's response or other preprinted terms of Seller, and shall be of no effect, nor binding upon ADTRAN. Acceptance of Commodities or any inaction by ADTRAN shall not constitute ADTRAN's consent to or acceptance of any such additional terms or conditions. Upon Acceptance by Seller, the terms and conditions contained herein, together with the Purchase Order hereto constitute the entire agreement between the parties with respect to the subject matter thereof ("Agreement") 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all prior and contemporaneous oral or written communications and agreements between the parties; and shall not be superseded, modified or rescinded, except by a writing signed by the parties.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.

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. Seller shall be responsible to ADTRAN for all Commodities and Work performed or 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 may require additions, deductions, deviations, rescheduling or cancellation, in whole or in part ("Changes"), from the Purchase Order, at any time during the progress of the Work, and, in the case of Commodities, any time prior to delivery to and acceptance by ADTRAN of the Commodities ordered. No Changes shall be considered as an addition, alteration, or deduction from the Work, nor shall Vendor be entitled to any compensation for Work done pursuant to or in contemplation of a Change, unless made pursuant to a written Change Order issued by ADTRAN.

4. **COMPLIANCE WITH LAWS.** Seller and Seller's agent(s), employee(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. Seller 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. Seller 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 Seller's non-compliance with any applicable Laws.

5. **ENVIRONMENTAL MATTERS.** Unless ADTRAN expressly agrees in writing, Seller represents, warrants, certifies, and covenants that none of the Commodities, 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) other chemical, the use of which is restricted in any other jurisdiction to which Seller knows, or reasonably should know, the Commodities are to be shipped. Seller shall: (i) include with all shipments of Commodities or materials the material composition data related to all homogeneous material contained within such Commodities, 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 Commodities subject to the WEEE Directive, as amended, Seller: (a) represents, warrants, and certifies that such Commodities 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 Commodities 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 Seller, and no additional payments will be due from ADTRAN, for Seller's agreement to undertake these responsibilities.

7. **GDPR COMPLIANCE.** Seller understands and agrees that, if Seller 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 the GDPR or EU-US Privacy Shield, the terms and conditions of the GDPR Addendum, located at <https://portal.adtran.com/web/content/TemplatePage/3994>, incorporated by reference and made part of this Agreement, shall govern with respect to the processing of such Personal Data, and Seller is the "Data Processor" and ADTRAN is the "Data Controller" (as those terms are defined in the GDPR) for the purposes thereto. Seller further represents and warrants that it, and any sub-processors it uses, shall: 1) comply with the GDPR and EU-US Privacy Shield; and 2) process Personal Data only for the purpose of performing Seller's obligations under this Agreement and in strict accordance with the GDPR Addendum. Additionally, ADTRAN may collect and process Personal Data of Seller in connection with this Agreement or during the ordinary course of business. In the event such Personal Data of Seller is subject to the GDPR or EU-US Privacy Shield, Seller, by Acceptance of this Purchase Order, expressly consents to the Data Privacy and Data Security consent form, located at <https://portal.adtran.com/web/content/TemplatePage/39944>.

8. **CONFLICT MINERALS COMPLIANCE.** Seller represents and warrants to ADTRAN that all Commodities 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"). Seller 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, Seller 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 Seller provides Commodities which may contain any of the 3TGs (Tantalum, Tin, Tungsten or Gold), Seller shall complete and submit an EICC Conflict Minerals Reporting Template declaration within forty-five (45) days of this Agreement to 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 State of Alabama 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 MADISON COUNTY, ALABAMA AND THAT THEY WILL SUBMIT TO THE JURISDICTION OF THE AUTHORITIES THEREIN.

10. **DELIVERY: TIME IS OF THE ESSENCE.** If Seller fails to make delivery or perform by the agreed upon time, or performs in a manner that jeopardizes its ability to make timely delivery or to render timely performance, ADTRAN reserves the right to cancel, purchase elsewhere, and hold Seller accountable for any additional costs or damages incurred by ADTRAN. If it appears Seller will not meet the delivery schedule, Seller shall promptly notify ADTRAN in writing and, if requested by ADTRAN, ship via premium routing to minimize delay as much as possible, with the added cost to be borne by Seller. This is in addition to ADTRAN's other remedies. Items received more than five (5) business days before schedule date may, at ADTRAN's option, be returned at Seller'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. SELLER SHALL NOT SHIP IN EXCESS OF THE VALUE OF \$100,000 ON ANY SINGLE BILL OF LADING FOR ANY SHIPMENT TO ADTRAN.

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.** Seller 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.** Seller 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, fines, penalties, and expenses (including reasonable attorney's fees) that 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 Commodities performed or provided by Seller or Seller's agent(s), employee(s), or subcontractor(s); (b) assertions under Workers' Compensation or similar acts made by Seller's agent(s), employee(s), or subcontractor(s); or (c) any failure of Seller to perform its obligations under this Agreement. Seller 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 Workmen's Compensation and Occupational Disease Acts. Seller 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 Commodities; (b) defects, either latent or patent, in the design, manufacture, preparation, or handling of such Commodities by Seller or those in privity with it; (c) the use by any persons of such Commodities or Work; (d) Seller's delivery or service activity; or (e) Seller'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 Seller and intended for use in connection with this Agreement, and the media on which such information is conveyed, however conveyed. Seller shall use such information only in connection with this Agreement, and shall not disclose such information to any person, firm, or corporation, other than Seller's employees or subcontractors that are likewise obligated to keep such information confidential. The Seller shall, at ADTRAN's request or upon completion of the Work or delivery of the Commodities, promptly return or destroy (with certification to ADTRAN) all such information to ADTRAN.

15. **SELLER'S INFORMATION.** Seller 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 Seller has the right to do so, and such info shall not be confidential or proprietary.

16. **INSPECTION, ACCEPTANCE AND WARRANTY.** All Commodities 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. **SELLER'S WARRANTIES.** Seller expressly warrants that the Commodities 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 Commodities: (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. Seller agrees to notify ADTRAN in advance of changes to its or its supplier's manufacturing process that may impact performance of the Commodities in ADTRAN's application. Seller further represents, with respect to intellectual property contained in the Commodities, that: (a) it has all right, title and interest in and to the Commodities and all associated intellectual property rights; (b) it has no knowledge that the Commodities 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 Commodities; and (d) it is not subject to any outstanding or protective order that may restrict or impair ADTRAN's or its customers' use of the Commodities. ADTRAN's waiver, release, or approval of design, material, data, or drawings will not relieve Seller of any warranty hereunder or any requirements under this Agreement. Articles not in conformity may, at ADTRAN's option, be returned to Seller at Seller'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. Seller's warranties, service policies, or similar undertakings of Seller shall be enforceable by ADTRAN's customers and the users of the Commodities, as well as by ADTRAN. The foregoing warranty shall survive inspection, acceptance, and payment. Seller shall maintain general business liability insurance in amounts sufficient to cover Seller's liability arising herein, and in no event less than one million dollars (\$1,000,000 USD).

18. **INVOICING FOR SERVICES.** Seller's invoices shall be rendered upon completion of the Work and/or final delivery of the Commodities and shall be payable when the Work has been performed to the satisfaction of ADTRAN. All Work and Commodities shall be delivered free from all claims, liens, and charges whatsoever. ADTRAN reserves the right or require, before making payment, proof that all parties furnishing labor and material for the Work and Commodities have been paid. Notwithstanding anything to the contrary, Seller expressly agrees that ADTRAN shall have no obligation to pay any invoices or other amounts owed to Seller 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 RULES.** Seller shall become acquainted with conditions governing the delivery, receipt, and storage of materials at the site of the Work so that Seller will not interfere with ADTRAN's operations. Therefore, Seller shall be expected to select, uncrate, remove, and transport materials from the storage areas provided. ADTRAN is not responsible for the safekeeping of Seller's property. Seller shall not stop, delay, or interfere with ADTRAN's work schedule without the prior approval of ADTRAN. Seller 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, Seller 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 Commodities and/or Work. Seller shall be paid, upon submission of proper invoices, the prices stipulated herein for Commodities and/or Work 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 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 Seller's correct invoice(s) or date of delivery of the Commodities or Work, 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 item on Seller's invoice. A separate invoice shall be issued for each shipment. Invoices shall contain the following information: purchase order number, item number, description of Commodities and/or Work, 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 Commodities attendant therewith will be at Seller'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. Seller assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply a detailed statement of inventory upon request by ADTRAN. In addition, Seller 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, transferable license to use, reproduce and sublicense 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 part, for its convenience, by giving written notice to Seller. In such case, ADTRAN's liability shall be limited to payment of amount due for Commodities delivered and accepted and/or Work 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 Seller.

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

26. GOVERNMENT CONTRACT PROVISIONS. If a government contract number appears on the face hereof, or if Seller 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 Workers 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 Seller 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, Seller shall participate in and comply with any applicable socio-economic programs related to such contract or subcontract or otherwise required by ADTRAN.