



[SUPPLIER]

## **Data Privacy and Data Security Amendment**

This Data Privacy and Data Security Amendment (“Agreement”) is made and entered into effective as of the date specified on Adtran’s Purchase Order or agreement in which this Agreement is incorporated (the “Effective Date”) by and between (i) the Adtran Group (as defined below) (“Adtran”) and (ii) the “Vendor” specified on the front of an applicable Adtran Purchase Order and/or supplier/services provider that is party to an applicable agreement with Adtran (“Supplier”). For purposes of this Agreement, the “Adtran Group” is defined as Adtran Holdings, Inc.; Adtran Inc., Adtran GmbH, and their respective subsidiaries and affiliates.

### **Section 1 – Purpose; Effect**

In connection with Adtran’s commitment to compliance with Data Protection Law, Adtran is seeking Supplier’s consent to the terms of this Agreement with regard to any and all agreements between Adtran and Supplier and any and all Adtran Purchase Orders accepted by Supplier (collectively, the “Supplier Contracts”). By accepting an Adtran Purchase Order and/or providing the subject products and services in an executed agreement between Adtran and Supplier, Supplier, on behalf of itself, and its officers, directors, employees, agents, and assigns, expressly consents to the terms of this Agreement. “Data Protection Law” means all applicable laws and regulations relating to the processing, protection, or privacy of the Personal Data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. This includes, but is not limited to, General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), and e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), and their national implementations in the European Economic Area (“**EEA**”), Switzerland and the United Kingdom, each as applicable, and as may be amended or replaced from time to time.

### **Section 2 – Collection and Processing of Personal Data**

Adtran collects and processes personal data in connection with conducting business with Supplier pursuant to written agreements between Supplier and Adtran and otherwise in the ordinary course.

Personal data are data about personal or factual circumstances of a certain or ascertainable natural person, i.e., in particular data that are associated with a person’s name or that directly allow an inference of a person’s name.

Adtran generally collects such data only if Supplier provides such data to Adtran voluntarily and during the performance of the Supplier Contracts and management of the related business relationship. Supplier is responsible for the lawfulness of transferring such data to Adtran.



Adtran collects and uses the following data:

- Company data (corporate name, street address, shipping address, ZIP Code, city, first and last names of officers and directors, dates of birth of officers and directors, commercial register number);
- Personal data of natural persons representative of Supplier (form of address (Mr./Mrs., etc.), first and last name, position/title, e-mail address, telephone number, and, if applicable, street address, ZIP code, and city);
- Contract data (date and manner of first contact, products or contracts of interest, Supplier history);
- Billing address (corporate name, street address, ZIP code, city);
- Shipping address (corporate name, street address, ZIP code, city);
- Contract billing and payment data (credit card information, bank account information, incoming payments and payment defaults, credit rating);
- Information obtained from third parties (credit reporting agencies or public registers); and
- Data necessary and incident to the performance of the Supplier Contracts and related business in the ordinary course.

Adtran uses such data for the following purposes:

- Preparing and performing the Supplier Contracts and managing the business relationship;
- Conducting business with the Supplier in the ordinary course, including managing business accounts;
- Responding to inquiries from the Supplier.

### **Section 3 – Transfer of Personal Data**

The companies of Adtran Group (the entity identified in the agreement, along with its parent, subsidiaries and affiliates, as applicable) are organized in a matrix structure and closely collaborate and share work. Consequently, Adtran transfers personal data to its U.S. parent company, Adtran, Inc., 901 Explorer Blvd., Huntsville, Alabama 35806, U.S.A., if and to the extent necessary for purposes of performing the Supplier Contracts and conducting business with the Supplier in the ordinary course. Adtran, Inc. performs the following responsibilities in connection with Supplier Contracts:



- Preparing and performing the Supplier Contracts;
- Conducting business with the Supplier in the ordinary course, including managing business accounts; and
- Responding to inquiries from the Supplier.

Adtran, Inc. and Adtran GmbH are parties to the Standard Contractual Clauses (Module 1) in accordance with the Data Protection Law as a suitable guarantee for the transfer of data from Adtran GmbH to Adtran, Inc.

In some cases, Adtran employs third-party service providers to process personal data (outsourced data processing within the meaning of the applicable Data Protection Law). Adtran carefully selects such service providers and enters into agreements with them in accordance with the Data Protection Law. Such service providers are bound by instructions of Adtran and are subject to regular supervision and control by Adtran.

Adtran has the right to transfer personal data to third parties for purposes of fulfilling contractual obligations, providing services and/or delivering products, for invoicing or collection purposes, and for prosecuting or defending claims.

In some cases, Adtran may have a legal obligation to disclose personal data to government agencies. This may be required, in particular, in the event of criminal prosecution or imminent danger.

#### **Section 4 – Data Privacy**

Adtran uses adequate technical and organizational measures to guarantee data security, in particular to protect personal data from unauthorized access, loss, or tampering. Adtran's IT Security Management System is certified according to ISO27001.

These measures are in compliance with applicable law and in conformity with best practices on the market and are subject to continuous review and adaptation to new technological developments.

#### **Section 5 – Duration of Storage and Criteria for Erasure**

Adtran erases personal data after record-keeping periods prescribed by Adtran internal policies or by tax or commercial law have expired.

Personal data collected in connection with general inquiries that do not result in a subsequent business relationship are stored by Adtran for six months to ensure that there is sufficient time to establish contact with Supplier.



## **Section 6 – Right to Information, Rectification, Blocking, and Erasure, and Right to Revocation or Objection**

Upon request of the data subject Adtran will provide information, free of charge, as to whether and, if so, which personal data of the data subject are stored by Adtran (Art. 15 of the GDPR, § 34 of the Federal Data Protection Act (*BDSG*) (as revised) and other applicable sections of the Data Protection Law).

Upon demand of the data subject Adtran will rectify personal data of the data subject if the data stored contain errors. Upon demand of the data subject Adtran will add missing personal data of the data subject, taking into consideration the purpose of data processing (Art. 16 of the GDPR and other applicable sections of the Data Protection Law).

Upon demand of the data subject Adtran will erase personal data without undue delay if storage of such data is no longer necessary or if processing such data is unlawful. Upon demand of the data subject Adtran further will erase personal data without undue delay if Adtran has a legal obligation to do so under European or German law. However, such demands are excluded if such data are necessary for complying with a legal obligation or for protecting legal claims (Art. 17 of the GDPR and other applicable sections of the Data Protection Law).

Upon demand of the data subject Adtran will restrict the processing of personal data if the data subject disputes the correctness of data, processing is unlawful, an objection has been raised, or there is no longer any purpose of processing such data, but the data are still necessary for the protection of legal claims (Art. 18 of the GDPR and other applicable sections of the Data Protection Law).

Upon demand of the data subject Adtran will make personal data available in a structured, standard, and machine-legible format to allow such data to be transferred to another controller (Art. 20 of the GDPR and other applicable sections of the Data Protection Law).

## **Section 7 – Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) will in all respects be considered an original. The persons executing this Agreement warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the entity for whom they sign.

## **Section 8 – Consent to Data Processing**



Supplier hereby expressly and voluntarily consents to the processing of personal data by Adtran as described above.

Consent may be revoked at any time with future effect upon written notice to Adtran, attn.: Procurement. Such notice may be provided by email to [privacy@adtran.com](mailto:privacy@adtran.com). The lawfulness of processing data based on consent until the time of revocation remains unaffected by revocation.

Any other provisions, legal or otherwise, related to the processing of personal data remain unaffected.

If Supplier has any questions about the collection, processing, or use of personal data related to Supplier, please contact [privacy@adtran.com](mailto:privacy@adtran.com).

**Adtran, GmbH**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Supplier**

\_\_\_\_\_

Print name: \_\_\_\_\_

Its Authorized Representative