



EF&I Supplemental Terms & Conditions

These EF&I Supplemental Terms and Conditions (the “T&Cs”) are part of the Agreement for certain services between Adtran and Provider (a “Party” or collectively, the “Parties”) as such Agreement is defined in the Master Subcontracting Agreement (“MSA”) between them.

1. Definitions.

Definitions used but not defined in these T&Cs shall have the meaning as described in the Agreement or in documents incorporated therein.

1.1 “**Adtran Products**” means Adtran’s telecommunications products either manufactured by or for Adtran or an Adtran affiliate or procured by Adtran or an Adtran affiliate, which are delivered to the Facility for assembly, storage, packaging and forwarding to Adtran specified locations and Customer(s), as determined solely by Adtran; or, as otherwise may be delivered to Customer(s)’ site(s) for Provider to receive and install at Customer(s)’ site(s).

1.2 “**Business Hours**” means Monday through Friday, 9:00 a.m. until 5:00 p.m. local time at the place of performance of the Services, excluding Adtran recognized U.S. holidays.

1.3 “**Configuration**” means a particular arrangement of individual Adtran OEM, or Adtran and OEM components designed by Adtran and integrated to provide a solution to meet a Customer’s specific application requirements. Configuration(s) may be defined by drawings, sketches, specifications, or other mode(s) of communication.

1.4 “**Customer**” means an Adtran Customer for which Services are, have been, or will be performed.

1.5 “**Employees**” are Provider-employed workers at the Provider’s warehouse and/or elsewhere performing warehousing, assembly, wiring, testing, engineering, procurement and other Services as described herein or in a PO and/or performing engineering and/or installation of telecommunications equipment in operating telephone company central offices and remote locations. Such Employee(s) shall remain employee(s) of Provider, under the exclusive supervision and control of Provider.

1.6 “**Engineering Package**” means documentation that outlines the scope of work required to provide the Services for each respective site in accordance with Adtran’s or its Customer’s specifications and requirements, as the case may be. The Engineering Package may be generated and provided by the Customer or by Adtran’s specified engineering team. Unless otherwise determined by Adtran in its discretion, the Provider will be provided the Engineering Package by Adtran in advance of the start



of the installation. Other terms used for Engineering Packages by various Customers may include: IPACK, EDP (Engineering Design Package), and Engineering Specification.

1.7 “**Final Payment**” means payment by Adtran, with respect to a Purchase Order or Statement of Work that identifies discreet Service tasks, items, or parts such as by line item or other designation (each an “item”), for the item on such Purchase Order or Statement of Work that is invoiced by Provider.

1.8 “**Facility**” is the warehouse of the Provider and its subcontractors.

1.9 “**Furnish**” shall mean to provide, procure, and resell, to Adtran or Customer, equipment or other items as may be specified in an applicable PO and to provide for such equipment the Services of procuring, acquiring, receiving, providing necessary handling of, keeping in inventory, assembly, storage, packaging and shipping to locations specified by Adtran in the applicable PO. The resale of such equipment or assembly to Adtran or Customer shall be as specified in an applicable PO issued by Adtran under the authority of the Agreement.

1.10 “**Purchase Order/Task Order**” (“**PO**”) means an order from Adtran to Provider to perform Services.

1.11 “**Services**” means Provider’s consultant, professional, technical, warehousing, procurement, assembly, wiring, testing, engineering, Furnish, installation services and/or other services or work as described in the Agreement, an Engineering Package, SOW and/or any PO executed by and between the Parties. Such Services may include, but not be limited to, material and inventory receiving, warehousing, assembly, storage, material movement, packaging, unpacking, crating, uncrating, preparations, loading, unloading and shipment of Adtran Products and other Services, as approved by Adtran, in advance.

1.12 “**SOW**” means a Statement of Work specifying Services to be provided by Provider in accordance with the Agreement.

1.13 “**Standard Operating Procedures**” (“**SOPs**”) shall consist of any governing procedures Adtran requires and establishes for the Services and associated products, supplies, or equipment Furnished in connection with Services, which may include, drawings and work instructions associated with the Agreement and the Facility.

2. Term and Termination.

2.1 Termination With or Without Cause. Unless otherwise specified in the Agreement, Adtran may terminate the Agreement and/or any services being provided thereunder, in whole or in part, with or without cause, at any time upon giving the Provider



thirty (30) days' prior written notice. Adtran shall also have the right to immediately cancel and/or terminate any and all POs for cause due to Provider's breach or failure to comply with the terms of the Agreement. Provider may terminate the Agreement at any time by reason of Adtran's breach if such breach goes uncured for thirty (30) days after Provider's written notice of such breach to Adtran.

2.2 Termination for Insolvency or Bankruptcy. Either Party may immediately terminate the Agreement and any open POs upon written notice to the other Party in the event of: (a) the liquidation or insolvency of the other Party, (b) the appointment of a receiver or similar officer for the other Party, (c) an assignment by the other Party for the benefit of all or substantially all of its creditors, (d) entry by the other Party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or (e) the filing of a petition in bankruptcy by or against a Party under any bankruptcy or debtors' law for its relief or reorganization which is not dismissed within thirty (30) days.

2.3 Upon termination of the Agreement, Provider and Provider's Employees will forfeit any certifications awarded by Adtran. Provider or Provider's Employees and shall no longer represent themselves as being Adtran Certified unless otherwise authorized to do so in writing by Adtran.

2.4 Provider's Termination Remedies. Provider shall not, under any circumstances, be entitled to any compensation for losses, damages or expenses, and hereby waives any all claims against Adtran, associated with anticipated or future profits, unallocated overhead and/or loss of goodwill due to termination. Provider agrees that its sole and exclusive remedies for termination of the Agreement are the following:

a) Payment for all Services actually performed by Provider in compliance with the Agreement, including without limitation Sections 4-6 and 8 hereof, prior to termination; and

b) Reimbursement for Provider's actual, reasonable close-out costs (unless termination is due to Provider's breach); and provided, however, that payment of any such amounts by Adtran shall be subject to any provision for the limit of expenditures set forth in the PO. The payment of such amounts by Adtran shall be in full settlement of any and all claims of Provider for Services performed of every description, including profit.

2.5 Customer Termination. If Adtran is assessed fees, costs, expenses or other liquidated damages ("Liquidated Damages") by Customer(s) due to Provider's action or inaction in performing any of the Provider's obligations under the Agreement, Provider shall, within thirty (30) days of Adtran's notice to Provider, pay Adtran any and all such Liquidated Damages, but only to the extent attributable to Provider.



3. Purchase Order; Task Orders; Changes.

3.1 Purchase Order(s)/Task Order(s). The Agreement contemplates the future execution by Adtran and Provider of one or more written Purchase Orders (a "PO"). Provider shall accept or reject the PO via email, or other method as directed by Adtran, within five (5) days of Provider's receipt of PO. In the event Provider fails to reject a valid PO within the aforementioned timeframe, such PO shall be deemed accepted by Provider. Provider shall perform the Services and all other obligations as described herein, and as further specified in an applicable PO and/or SOW, and in all cases in accordance with the Agreement. Adtran shall have the right to terminate an individual PO upon thirty (30) days' written notice to Provider at any time prior to thirty (30) days before Services are scheduled to commence under such PO.

3.2 Changes and/or Amendments. Adtran may, at any time, by written order, make changes in, additions to, and deletions from, Services to be performed under the Agreement or under any PO or SOW, and Provider shall promptly proceed with performance under the Agreement or under any PO, Task Order or SOW. Proposed adjustments in the Services affecting price or the Services schedule, if any, resulting from such changes, shall be set forth in a written amendment to the Agreement duly signed by both parties. No such adjustments shall be made for any changes performed by Provider that have not been ordered by Adtran, unless such change is for safety or emergency repair situations where the change was made for applicable regulatory compliance or avoidance of hazardous conditions. If Provider disputes Adtran's proposed adjustments to the price or Services for such safety and/or emergency repair situations, Adtran and Provider shall negotiate in good faith regarding the appropriate adjustment, provided that such dispute and negotiation shall not relieve Provider of its duty to promptly proceed with its performance under the Agreement or any PO or SOW, as changed.

3.3 Changes in the Services. Adtran may modify a PO and/or Task Order by additional or revised drawings, specifications or exhibits. If Provider believes the compensation should be modified as a result of a change made by Adtran, Provider must give Adtran written notice of a claim for additional compensation and additional time for completion within seven (7) days after notice of the change. Provider must include with its notice, a detailed estimate of the required additional compensation for the additional Services. Any change orders submitted by Provider must be via Adtran specified process and not more than ten business (10) days from date of change. After ten business (10) days, change orders will not be accepted or validated. Provider agrees to continue performance pending resolution of the claim for additional compensation, but such resolution shall not exceed thirty (30) days, however, the time for performance shall be equitably adjusted. Provider may not make any changes to job specifications or any product substitutions, however minor, without prior written authorization from an Adtran project leader.

3.4 Additional Services. In the event, from time to time, Adtran requests and



receives additional Services from Provider pursuant to the Agreement, and PO(s) and/or Task Orders are issued for additional Services as defined in writing by both Parties, such additional costs, if any, shall be paid by Adtran in accordance with the payment terms as mutually agreed to between the Parties.

4. Provider's Services and Obligations.

4.1 Service Obligations; Customer Requirements.

a) It is agreed and understood by the Parties hereto that the terms and conditions of an Adtran PO are incorporated herein by reference and made part of the Agreement. It is further agreed that for the Services covered in the Agreement and each separate PO, Provider assumes all the obligations of Adtran that Adtran may have with regard to general contracts between Adtran and Customer(s) as referenced and/or set forth in such PO. Provider shall only assume the obligations of Adtran to the extent related to the Services being performed.

b) Adtran and Customer(s) have entered, or will be entering, into a formalized customer agreement for the purchase of certain products and services by Customer(s) from Adtran ("CA"), which will contemplate and/or include the Services under the Agreement. Provider acknowledges and agrees that the terms and condition of this Section 4, in which Adtran shall have the sole and exclusive right and discretion to add to and/or modify from time to time, as may be necessary, based on new or different obligations placed on it by Customer(s) or due to the terms of its CA, and such terms shall modify and/or supplement the terms of the Agreement. Provider understands and agrees that it shall become subject to, comply with and be fully responsible for any and all such terms of the CA that are specified herein. In no way shall the inclusion or omission of express obligations in this paragraph supersede, be in lieu of, or otherwise minimize Provider's responsibility in Section 4.1 (a) to assume the obligations of Adtran in Provider's performance of or provision of Services to Adtran in relation to Adtran obligations to provide the same to Customer(s). In the event of any such addition or modification of the Agreement, Adtran will provide written notice to Provider, containing: (i) a summary of the requirements of Customer(s), (ii) a detailed description of the additions, modifications, obligations to be added to this Agreement as a result of the terms required by Customer(s) in which Provider shall become subject or obligated to adhere, and (iii) the date in which these additional and/or modified terms shall become effective.

4.2 Performance of the Services.

a) Provider shall provide all Services (a) in a professional, careful, skillful, competent and workmanlike manner in accordance with generally accepted industry practices for such Services prevailing at the time and place where the Service is being performed, (b) in a manner free from defect in material or workmanship, (c) in conformance with the specifications, requirements, or instructions contained in a PO,



SOW, or otherwise in the Agreement, and (d) in a timely manner within the deadlines, timeframes and other milestones mutually agreed by the Parties in the applicable PO, SOW or otherwise in writing.

b) Provider shall comply with all of Customer(s)' internal rules and regulations while on Customer(s)' premises.

c) Provider reserves the right to make staffing changes upon reasonable notice to the Adtran contact from time to time. Adtran shall have the right to request replacement of Employees if such Employees performing Services are not deemed satisfactory to Adtran. In the event of any Employee change, Adtran shall not be charged for any expenses associated with any Employee changes by Provider.

d) When Provider's has completed the Services described in a PO or SOW, Provider shall submit written notification of such fact to Adtran. Adtran shall have an acceptance period not to exceed forty-five (45) days. If Adtran issues a notice of non-acceptance during such period, Provider shall remedy such non-accepted Services as provided in Section 9.1. Services shall be considered accepted upon Adtran's issuance of notice of acceptance or at the end of the forty-five (45) day period if not rejected.

e) Provider shall supply the appropriate personnel to investigate any reported deficiencies found by Adtran or Customer(s) during the acceptance period.

f) In the event Provider becomes aware of any potential financial or personnel issues or conditions that might adversely affect Provider's performance hereunder, Provider shall immediately notify Adtran of such issues.

g) Provider agrees to utilize the tools, systems, reporting and applications specified by Adtran, which includes but is not limited to spreadsheet updates, entries into tracking and planning databases, mobile applications, purchase orders, invoicing and other reports, tools and systems designated by Adtran. Provider shall submit reports to Adtran in the reporting format designated by Adtran, which will be reasonable and customary in the industry, as may be modified by Adtran from time to time. Any deviation from, or insistence by Provider to utilize anything other than, the Adtran-specified tools, systems, reports and/or applications shall be at Provider's sole cost and expense, including any costs Adtran incurs as a result thereof.

h) Provider expressly understands and agrees that, while performing the Services or otherwise acting within the scope of the Agreement, Provider and all of its Employees shall at all times identify and present themselves as Adtran and shall not do anything to indicate to Customers or any other third party that the Services are being performed by anyone other than Adtran. By way of example, and not an exhaustive list, prohibited activities include, but are not limited to, Provider holding itself out as anyone other than Adtran; direct or indirect written or electronic communications using non-



Adtran logos, company name, letterhead or web address; Employees performing Services while wearing apparel with the name and/or logo of any company other than Adtran; making or receiving telephone communications as anyone other than Adtran; and anything else that may indicate or imply the services are being provided by a non-Adtran person or company.

4.3 Labor, Tools, Equipment. Provider shall provide all labor, tools, equipment and all other things necessary to perform the Services in strict accordance with the applicable specifications provided by Adtran to Provider in such SOW or Task Order.

4.4 Exclusive Responsibility. Provider specifically agrees that it is solely and exclusively responsible for the protection of the Services until final completion and acceptance thereof by Customer and Adtran, and that Provider will repair or replace, at the Provider's cost, any damage or faults resulting from defective Services which occur prior to such final acceptance.

4.5 Time for Commencement and Completion. The Parties acknowledge that the CA between Adtran and Customer requires strict adherence to time schedules. Therefore, Provider agrees to complete the Services within the time schedule as communicated by Adtran. Time shall be of the essence with regard to the Provider's Services for commencement and completion of the Services.

4.6 Rights of Access. Both Provider and Adtran shall permit reasonable access to the other's Facilities in connection with Services provided hereunder. No charge shall be made for such visits. It is agreed that prior notification shall be given when access is required. Provider shall be responsible for coordination of access to Customer sites.

4.7 Provider Employees. Provider shall provide Employees having the expertise, skills, training and professional education to perform the Services in accordance with this Agreement, the PO and the SOW. Such personnel shall at all times remain Employees of Provider regarding wages, salaries, benefits and other compensation of, or claimed by Employees including, without limitation, contributions to any employee benefit, medical, or savings plan and Provider shall be solely responsible for payment of wages, salaries, benefits, other compensation of, or claimed by Employees, including, without limitations, contributions to any employee benefit, medical or savings plans. Provider shall be responsible for all payroll taxes, including without limitation, the withholding and payment of all federal, state, and local income taxes, FICA and unemployment taxes, and other payroll taxes.

4.8 Employee Certification. The Employee(s) supplied by Provider shall have a current certification setting forth that each employee has the requisite knowledge and skill to competently and efficiently provide the Services required by this Agreement and in POs and SOWs and in accordance with Adtran's and Customer(s)' specifications.



4.9 Compliance.

a) Customer Standards. Provider shall comply with all Adtran and Customer(s)' technical references and local installation practices. All warehousing, assembly, wiring, testing, engineering and installation Services provided by Employees and/or Provider shall be performed in accordance with the SOPs and performance standards developed by Adtran and/or Customer. Provider's Employees and representatives shall comply with all internal rules and regulations while on Adtran's and Customer's premises. Adtran's employees shall comply with Provider's internal rules while on Provider's premises.

b) Adtran's Standards. When required, Adtran shall furnish Provider with information relative to Adtran's applicable standards and specifications, all of which is subject to the Section entitled "CONFIDENTIAL INFORMATION" and is to be returned to Adtran at the expiration, cancellation or termination of the Agreement or the applicable PO, as the case may be. All information furnished by Adtran to Provider, or obtained by Provider hereunder or in contemplation hereof, shall remain Adtran's property. Should Adtran desire to alter such standards or specifications with respect to any PO after such PO has been issued and accepted, Provider shall advise Adtran in the event adjustment of the payment rate or time schedule referred to in the original PO is necessitated by such alterations. In the event such adjustment is acceptable to Adtran, Adtran shall issue a new or revised PO or SOW.

c) Prerequisite Training. Adtran, in its sole discretion and election, shall have the right to require Provider and its Employees, subcontractors, agents or representatives to complete training and/or become certified related to Adtran or Customer's property or access to Adtran designated tracking and planning databases and mobile applications. Adtran will provide the necessary training information and/or materials and direct Provider as to the requirements for completion of such training.

d) Customer Specific Quality Requirements. Provider agrees to introduce and maintain a Quality Management System (QMS) based on ISO 9001; in absence of an established QMS, the Provider agrees to comply with Customer specific quality requirements as defined in a SOW or as an addendum to the Agreement. The Customer reserves the right to update the SOW/addendum to include additional quality requirements as necessary for the product or service.

e) Compliance with Law. Provider agrees to obtain and pay for all permits, licenses and official inspections necessary for the Services, and to comply with all laws, ordinances and regulations bearing on the Services and conduct thereof.

f) Compliance Indemnity. Provider shall indemnify, defend and hold harmless Adtran from any claims for losses, resulting from, arising out of, or relating to Section titled "Background Check and Drug Screen Requirements". Provider is also



solely responsible for compliance with applicable Workmen's compensations laws with respect to the Workman's Compensation Coverage on Employees and Provider shall indemnify and defend Adtran from any and all claims by any person, government or agency relating to the payment of taxes and benefits, including, without limitation, any penalties and interest which may be assessed against Adtran. Provider shall similarly indemnify and defend Adtran from any claim by any person or government agency which arises directly or indirectly from any failure of Provider to comply with any applicable Workmen's Compensation laws with respect to the maintenance of Workman's Compensation Coverage on Employees.

4.10 Preferential Purchasing. In the course of performing Services hereunder, Provider may be required to procure products from Adtran or third parties pursuant to preferential pricing agreements negotiated by Adtran and/or Customer with such third parties. Provider agrees that any product purchased by Provider under such preferential pricing agreements shall only be used or resold in accordance with the applicable PO. Provider agrees to provide Adtran with monthly reports summarizing such purchases and substantiating such use with point of sale reports.

4.11 Equipment Removal. Adtran may require Provider to perform engineering, Furnish, and installation Services at Adtran's or Customer(s)' site(s). From time to time in the course of providing these Services, it may be necessary to de-install and remove existing racks, electronic equipment and other material existing and owned by Adtran or Customer(s). If Adtran and the Provider mutually agree to perform any de-installation services, such equipment and material removed from Adtran's or Customer(s)' site(s) shall remain the property of Adtran or Customer(s). Provider shall uninstall and remove such equipment in accordance with Adtran's technical specifications, and transport and store such equipment and/or material at Provider's warehouse until appropriate disposition of such material has been determined and directed by Adtran, in writing, to the Provider.

4.12 Labeling. If Provider's Services include labeling services, then Provider agrees to plainly mark all assembled systems or equipment installed by Provider as to meet the labeling requirements of the Customer(s)' quality directives regarding labeling. If requested by Adtran and mutually agreed upon by Provider, Provider shall record the serial numbers of all Adtran equipment included in each assembly and/or installation and provide the serial numbers to the appropriate entity as directed by Adtran.

4.13 Title and Risk. Unless otherwise agreed by the Parties, Adtran is and shall remain the owner, at all times, of all Adtran provided Products, materials, equipment and other property held in inventory by or in the possession of Provider at Provider's Facility or received by Provider at installation site(s). Provider shall protect such Adtran Products and Adtran property from damage, loss or theft and in the event of such damage, loss or theft shall reimburse Adtran the full value thereof.



5. Place for Services.

5.1 Provider agrees to coordinate its Employee(s) with Adtran's Project Manager and/or Customer. However, it is understood that Provider and its Employee(s) shall have reasonable access to the worksite during Business Hours or Adtran's Customer(s)' operations, or as may be otherwise predetermined by Adtran and Customer(s).

5.2 Provider shall permit Adtran employee(s) or agent(s) full access during Business Hours to any of Provider's Facilities where Adtran-related work is being performed or where Adtran Products are stored. During Business Hours and as may otherwise be determined by Provider and Adtran, Provider shall make best efforts to provide full access for Adtran personnel to Customer site(s) where Provider may be installing Adtran Products.

5.3 Provider further agrees to perform the Services in harmony, without inhibiting, reducing or obfuscating the work of Adtran's or Customer(s)' employee(s), or agents that may be working on or about the worksite.

6. Site Conditions; Safety.

6.1 Provider acknowledges that it has been given the opportunity to inspect the job site, has done so, and accepted the conditions thereof or has voluntarily waived its right to do so and hereby assumes knowledge of any condition which would have or could have reasonably been discovered upon such inspection. Provider assumes any and all risk of loss and/or expense arising out of or relating to the condition of the job site.

6.2 Provider shall take any and all reasonable safety precautions pertaining to the Services and shall comply with all applicable laws, ordinances, rules, regulations and orders issued by any public or governmental agency, body or authority, whether federal, state, local or otherwise, including but not limited to, occupational safety and health legislation including Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) statutes and regulations.

6.3 Provider shall keep a fully authorized, competent supervisor acceptable to the Customer and Adtran on the Project site during the performance of the Services. Directions and communications to such superintendent from Adtran in connection with the Services shall be treated as directions and communications to Provider.

6.4 Provider is prohibited from carrying weapons or ammunition onto the work site or using or carrying weapons while performing Services on Adtran's behalf.

6.5 Provider shall comply with all of Adtran's and Customer(s)' safety regulations and specifications.



7. Criminal Background Check and Drug Screening.

7.1 In each case to the extent permissible under applicable law, including any such law governing the rehabilitation of offenders or restricting the disclosure of drug-screening results, Provider represents and warrants that all Employees, subcontractors, agents, or representatives assigned to perform Services on behalf of Adtran at Adtran locations or at a Customer location under the Agreement have had a background check. The background check shall include, at a minimum:

- a) a seven (7) year history for statewide and county criminal;
- b) a search of the National Criminal File database;
- c) a search of each relevant state and national sexual offender registry list, Denied Person List, and Specially Designated Nationals List;
- d) verification of citizenship and legal right to work in the jurisdiction in which Personnel will be performing the Services;
- e) social security verification;
- f) employment verification;
- g) education verification; and
- h) credit check and motor vehicle report, if applicable.

7.2 Drug Testing. In each case and to the extent permissible under applicable law, including any such law governing the rehabilitation of offenders or restricting the disclosure of drug-screening results, Provider represents and warrants that all Employees, subcontractors, agents, or representatives assigned to perform Services on behalf of Adtran at Adtran locations or at a Customer location under the Agreement have had a drug screen. The drug screen shall include, at a minimum, a ten (10) panel (plus ecstasy) drug screening from a SAMSHA Certified Lab.

7.3 Self-Reporting. During the term of the Agreement, Adtran requires that Provider self-report any arrest, and/or conviction or any positive drug screen result immediately to Adtran and submitted a revised Certification of Compliance – Background Check and Drug Testing.

7.4 Adtran reserves the right, at any time, to refuse anyone access to its premises, Customer premises or remove anyone from its premises or Customer premises for any reason, in its sole discretion.

8. Warranty. Provider warrants that all Services performed pursuant to this Agreement shall be in compliance with the standards stated in Section 4.2(a) for a period of three (3) years from the date of Customer acceptance of Services or such longer period as may be specified in Customer requirements. Provider further warrants and represents that it has all consents and approvals from third parties necessary to give Provider the right or license to provide the products, Services, materials and equipment in accordance with the terms and conditions of this Agreement.



9. Remedies for Defective Services. All Services not conforming to the provisions of Sections 4.2(a) or 8.1, including but not limited to incomplete or abandoned Services, shall be considered defective. In the event of defective Services, Provider shall repair or replace, or otherwise remedy to Adtran's or its Customer's satisfaction, at the Provider's sole cost and expense, all such nonconformance(s), and any damage, defect, or fault resulting from such nonconformance, within five (5) business days from Provider's discovery of the defective work, or Adtran's written notice thereof. Without limiting any other requirement or condition precedent to Adtran's obligation to pay for Services, any obligation of Adtran to pay for Services shall be suspended until any defect in the Services is remedied as provided herein. In the event Provider refuses, fails or otherwise does not remedy such nonconformance and resulting damage, defect, or fault in full within this timeframe, Adtran at its option may retain others to do so, and the Provider shall reimburse Adtran for any and all costs and expenses incurred in connection therewith. For defective Services that are categorized by Adtran or the Customer, each in their sole discretion, as a Critical Defect, Provider shall use best efforts to correct the defective Services immediately, and in any event, within twenty-four (24) hours. "Critical Defects" includes, but is not in any way limited to, defects that create the potential for damage to person or property, a safety hazard or any potentially catastrophic situation, as determined by Adtran and/or Customer in their sole and independent discretion. Upon request by Adtran, Provider shall make available and allow Adtran employee(s) or Adtran agent(s) access to all Facilities, records, documentation and personnel necessary for such Adtran employee(s) or agents to conduct quality audits.

10. Survival of Terms.

10.1 Liabilities or Obligations. Termination or expiration of the Agreement for any reason shall not release either Party from any liabilities or obligations set forth therein, which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. The termination of the Agreement shall not affect any of the warranties, indemnification's or obligations relating to returns, co-op advertising payments, credits or any other matters set forth in the Agreement that should survive termination in order to carry out their intended purpose, all of which shall survive the termination thereof.

10.2 Payment for Services. Upon termination of the Agreement by Adtran, other than for Provider's breach or failure to perform its obligations, Provider shall be entitled to payment for Services as set forth in Section 2.4.

10.3 Adtran Property. In the event of termination of the Agreement or any PO issued hereunder, any and all affected Adtran property in Provider's possession shall be forwarded promptly to Adtran.

10.4 Provider's Obligations. Adtran's and Provider's respective obligations



hereunder which by their nature should continue beyond the termination, cancellation or expiration of the Agreement or any PO, shall survive. This includes, by way of example but not limited to, the obligations provided in the sections “Adtran’S CONFIDENTIAL INFORMATION,” “INDEMNIFICATION,” “PATENT AND OTHER PROPRIETARY RIGHTS INFRINGEMENT,” and “WARRANTY.”

11. Price/Price Revision.

11.1 Price. Pricing for Provider’s Services shall be specified in the MSA, a SOW, Task Order, or PO issued pursuant to the Agreement,. Provider shall invoice all Services only at such prices. Rates concerning overtime and second or third shift work shall be negotiated between Provider and Adtran and specified in each individual PO. Any authorization concerning payment by Adtran for travel or living expenses shall be specified in each individual PO. There shall be no additional charges for any weekend, after Business Hours, holiday rates and/or mobilization unless mutually agreed upon by both Parties in writing and made part of the Agreement, via amendment, addendum or other legally binding method of incorporation. If such additional charges are not specified as set forth above, then Adtran shall have no obligation or responsibility whatsoever for payment of any amounts above the regular rate. Provider’s working hours when working on Adtran’s or Customer(s)’ premises, in conjunction with any PO, shall coincide with the Adtran’s or Customer(s)’ preferred work schedule as may be established from time to time unless otherwise defined in the PO. Further, Adtran has no obligation nor will have any responsibility to Provider for any and all time and expenses related to training Provider’s Employees, subcontractors, agents or representatives. Provider shall not be entitled to receive, and Adtran shall have no obligation, any duplicative charges for the same activity (i.e. mileage, travel time, time and materials, etc.).

11.2 Price Revisions. Provider may only initiate request a price increase under the Agreement by giving at least one hundred eighty (180) days’ written notice to Adtran prior to the proposed effective date of such requested price increase. Such requested price increase shall be effective only upon Adtran’s written acceptance thereof. Adtran will not approve requested price increase for any PO or SOW issued or to new Services quoted to Customer prior to the proposed effective date of such increase, and any such proposed price increase is hereby rejected. If Adtran does not accept the requested increased prices, Adtran may elect to place no further orders hereunder for the Services so affected. Provider shall invoice Adtran at the prices in effect on the date of issuance of a PO. For the avoidance of doubt, Provider shall invoice Adtran at an approved price increase only for POs issued after the effective date approved by Adtran. Provider may unilaterally initiate a price decrease for any Services provided hereunder and shall promptly notify Adtran of the effective date thereof.

11.3 Most Favored Pricing. It is agreed that the pricing given to Adtran during the term of the Agreement shall be at least as favorable as that pricing extended to any other purchaser of Provider’s Service(s) for purchase levels the same or similar to those of Adtran under comparable terms and conditions, volume and service type. In



the event that Provider offers more favorable pricing to another company, Adtran shall receive the more favorable price on the effective date of Provider's price with such other company and the Agreement shall be automatically amended to reflect such new price. Provider shall immediately issue a corresponding refund or credit, at Adtran's discretion. Provider shall maintain and preserve records in accordance with this Section. Adtran retains the right to require Provider to certify its compliance with this provision and/or audit Provider's applicable records to determine and verify compliance with this provision in the event Adtran reasonably believes Provider to be in violation of this paragraph.

12. Invoicing and Payment.

12.1 Upon Adtran's receipt of a proper invoice and any other required documents specified in Section 12.2, invoices will be paid net sixty (60) days from Adtran's receipt and acceptance of an undisputed invoice. Adtran may refuse payment on any incorrect invoice. Incorrect invoices that are rejected for correction must be re-dated to the date of correct submission, and will be rejected until the date is corrected. An exception to this policy is the correction of PO errors. If Adtran rejects an invoice, Provider must resubmit corrected invoice within ten (10) days of such notice. Adtran shall pay the portion of any invoice it deems correct without forfeiting its right to exercise nonpayment of incorrect portions of such invoice. Provider shall investigate and correct any disputed portions of an invoice within thirty (30) days after notification from Adtran. Provider is to submit to Adtran Accounts Payable a monthly statement of all open invoices.

12.2 Invoicing/Documentation. Invoices shall clearly reference the PO number, the job ID number, and the respective line number from the PO. In addition to the requirements set forth in this section, and without limitation upon the right of Customer or Adtran to require other documents, Adtran's obligation to pay an invoice for Services otherwise in compliance with this Agreement shall not begin until Adtran has accepted such Services and Provider has furnished Adtran with all the following documents: (i) all "as-built" drawings, maintenance instructions or other documentation required by the Agreement, or as reasonably required by Adtran or the Customer to confirm that the Services were completed; and (ii) any special guarantees or warranties required by the Agreement, the PO or the SOW. Upon receipt of the documents specified herein, invoices will be paid on terms specified in the MSA or applicable PO. Invoices billed at an hourly rate must be submitted with the total number of hours worked for the specific billing period at the hourly rate. Provider shall invoice only the number of Adtran-authorized hours actually worked. Provider shall not perform, and Adtran is not obligated to pay for, work not authorized in advance pursuant to the Agreement. Without limiting the foregoing, Adtran reserves the right to request justification and supporting documentation (as determined by Adtran, in its sole discretion and election) for any and all invoices submitted for payment.

12.3 Setoff. Notwithstanding any other provision of this Agreement, Adtran may



delay or withhold or deduct from payment of any sums, expenses and/or payments due and payable to Provider, in whole or in part, on account of any failure of Provider and/or its employee(s), agents, contractors, subcontractors, licensees or invitees to perform in accordance with this Agreement or for other cause (e.g., to offset any damages, costs or expenses incurred by Adtran on account of any default by Provider and/or its employee(s), agents, contractors, subcontractors, licensees or invitees with respect to any representations, warranties or any obligations set forth in this Agreement). Without limiting the foregoing and notwithstanding anything to the contrary herein, upon written notice by Adtran:

a) Adtran may withhold money due for portions of any defective work which have not been corrected by Provider within a reasonable amount of time to the satisfaction of Adtran;

b) Adtran may withhold the costs of correcting any defective work;

c) Adtran may withhold money due for claims that might be subject of reimbursement to Adtran by Provider under this Agreement; and

d) If Adtran is advised that Provider is not promptly paying any subcontractor or other third-party, or if Adtran is advised that employees or other personnel of Provider are not being promptly paid, Adtran may withhold such money as Adtran deems sufficient to ensure that obligations incurred by Provider in connection with services covered by this Agreement will be paid in full. Provider shall pay each of its subcontractors within five (5) days of any payment from Adtran to Provider for an on account of materials furnished or work performed by each subcontractor or third party.

12.4 Overpayment. In the event a portion of an invoice is paid in error, Adtran shall notify Provider of such error and Provider shall refund any such erroneous payment or overpayment to Adtran within thirty (30) days following such notification. At Adtran's option, Adtran may credit such overpayment against amounts owed to Provider and notify Provider of the same.

12.5 Travel and Incidental Expenses. All travel and incidental expenses incurred by any Employee in the performance of Services pursuant to the Agreement shall be the responsibility of Provider, unless otherwise approved in advance, in writing, by Adtran.

12.6 Liens and Claims. To the extent not prohibited by applicable law, Provider hereby waives, on behalf of itself, its Employees, suppliers and subcontractors, and their respective employees, suppliers and subcontractors, all right, title and claim to mechanic's or other liens on account of Services performed or materials or fuel furnished. Provider shall take such action and execute such documents as in Adtran's opinion are required to effect this provision. Provider shall immediately satisfy and discharge and shall indemnify, defend and hold harmless Customer and Adtran against



all such liens, claims, demands or legal proceedings arising out of, incidental to or in relation to the Agreement or the performance thereof and for the Services performed or for materials or fuel furnished hereunder. If a lien is filed in respect to Provider's Services, or for any Services performed or for any materials or fuel furnished by Provider, or its Subcontractor's and/or suppliers, or their Employees, Provider shall, at its own expense, immediately take such action as is necessary to remove or satisfy the lien, claim, demand, or legal proceeding; if Provider fails to comply with the foregoing in a timely and professional manner, Adtran may do so and charge Provider with the expense. Any and all funds paid or expenses incurred by Adtran arising out of or relating to Provider's failure to comply with this section, can be and shall be deducted from any future payments owed by Adtran to Provider pursuant to the Agreement, or if no future payments are due, shall be reimbursed by Provider to Adtran.

12.7 No Waiver of Claims. The making of any payment to Provider hereunder, including the final payment, shall not constitute a waiver of claims by Customer or Adtran arising from (a) unreleased liens, (b) faulty or defective Services or materials, (c) failure of the Services to comply with the requirements of this Agreement, or (d) terms of special warranties required by this Agreement.

12.8 Acceptance of the Final Payment. Acceptance of Final Payment by Provider shall constitute a waiver of all claims by Provider for all items on the corresponding Purchase Order or Statement of Work except those previously made in writing by Provider and identified by Adtran as unsettled before Provider's acceptance of Final Payment. For the avoidance of doubt, Provider's depositing a check or receiving funds by wire from Adtran for Final Payment shall constitute acceptance.

13. Audit Rights.

13.1 Invoices and Payment. For a period of at least three (3) years after completion of the applicable Services, Provider shall maintain such records necessary to substantiate that all invoices and applications for payment hereunder were valid and properly chargeable to Adtran. Adtran, or its representatives, shall, upon prior notice to Provider, be given the opportunity to audit such records in order to verify the accuracy of such invoices and other charges.

13.2 Undue Influence. Provider represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Provider to or for the benefit of any employee or agent of Adtran who may reasonably be expected to influence the decision to requisition, issue, or take any action with respect to the Agreement. Adtran's audit rights under this paragraph shall survive five (5) years after completion of the applicable Services.

13.3 Quality Audit. Adtran reserves the right to perform, or have performed, quality audits on Services provided by Provider. Adtran agrees to pay for the reasonable costs of having the audit performed, provided the audit does not identify any material



issues with respect to Provider's work complying with Adtran standards and applicable Adtran Customer standards, unless otherwise specified in a Statement of Work. In the event an audit identifies any material issues with the quality of Provider's work or its compliance with this Agreement, Provider shall, at Adtran's option, cover all reasonable costs associated with the audit or reimburse Adtran for amounts it incurs to perform such audit.

14. Dispute Resolution.

14.1 Arbitration. Any issue, claim, or dispute concerning, arising out of, or in any way relating to the Agreement, including its interpretation, shall be submitted for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and judgment of any award entered therein may be entered in any court of competent jurisdiction. The arbitrator or arbitrators shall not have the power to award punitive, special or exemplary damages. The venue for any such arbitration shall be Huntsville, Alabama.

14.2 Injunctive Relief. Notwithstanding anything to the contrary herein, each Party shall be entitled to seek equitable and/or injunctive relief in any appropriate court of law to prevent or stop a violation of the terms and conditions contained herein.

14.3 Choice of Law. These T&Cs and the Agreement shall be governed by and construed in accordance with the domestic laws of the State of Alabama, without regard to its conflict of law provisions. Any and all actions under this Agreement shall be brought in a court of competent subject matter jurisdiction of Madison County of the State of Alabama, and both Parties agree to accept and submit to the personal jurisdiction of such court.

15. Confidential Information.

15.1 Confidential Information. The Parties acknowledge that Provider may acquire information and material that is Adtran's or Customer(s)' confidential, proprietary and/or trade secret information. As used herein, "Adtran's Confidential Information" includes, but is not limited to, all information and documents disclosed by Adtran or Customer(s), whether written, oral or other form, in the course of the Agreement or in contemplation hereof including, without limitation, pricing information and methodology, compensation, customer lists, customer and prospective customer data and information, management plans, business strategy, technique, and methodology, processes and procedures, and Adtran-provided files, software, code, reports, documents, manuals, and forms used in the connection with the Services, as well as all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, other technical or business information, point of sale information, research and development, production and engineering processes, costs, profit and margin information, sales, marketing, production and future business plans.



15.2 Configuration and Pricing Information. Adtran shall from time to time make available to Provider written and/or oral information concerning Adtran Products, Adtran product applications, and Configurations including Adtran Product(s) and applications for those Configurations, information regarding specific Customer needs and applications for said Adtran Product(s) and/or Configurations that may or may not contain Adtran Products, as well as pricing for any or all of the foregoing. Without limiting Section 15.1, Provider agrees that any and all such information, as well as all pricing information regarding Services provided for or on behalf of Adtran, is Adtran's Confidential Information fully subject to the provisions of this Section 15 and as defined within the Agreement.

15.3 Hold in Confidence. Provider agrees to take all steps reasonably necessary to hold in trust and strict confidence Adtran's Confidential Information. Provider hereby agrees to hold Adtran's Confidential Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under the Agreement. Provider shall limit the disclosure of Adtran's Confidential Information to Employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Following disclosure, Provider shall keep confidential and not disclose the Adtran Information to any other person, firm, or corporation for five (5) years, or such longer period as the information disclosed remains otherwise protectable under any country's Patent, Trademark, or Copyright laws, or under any State's Trade Secret laws, or any other applicable statute, law, or regulation protecting said information. At Adtran's request, Provider shall return promptly to Adtran all originals and/or copies of written, graphic or other tangible form of such Adtran's Confidential Information.

15.4 Non-Confidential Information. Notwithstanding the other provisions of the Agreement, nothing received by Provider from Adtran shall be considered to be Adtran's Confidential Information if:

- a) it has been published or is otherwise available to the public other than by a breach of this Agreement;
- b) it has been rightfully and lawfully received by Provider from a third party without confidential limitations;
- c) it has been independently developed by Provider by personnel having no access to Adtran's Confidential Information;
- d) it was known by Provider prior to its first receipt from Adtran;
- e) it is hereafter disclosed by Adtran without restriction on further disclosure;
or
- f) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Provider has given Adtran prior advance written notice in order that Adtran may attempt to obtain a protective order limiting disclosure and use of the information disclosed.



15.5 Provider Personnel. Provider hereby agrees that every individual person furnished by Provider who performs under this Agreement shall have executed the appropriate documents or have otherwise been legally bound to undertake obligations of confidentiality consistent with the terms set forth herein. Provider hereby agrees to provide evidence of such duly executed documents to Adtran upon request.

15.6 Adtran Products and Configurations. In order that Adtran may ensure that its product(s) and any Configurations are engineered and/or installed in accordance with Adtran's specifications, SOP's and recommendations, Provider agrees to not to make any sale to any Customer any Adtran Product(s), Configurations including Adtran Product(s), or Configurations developed or produced by Adtran without the express prior written consultation and consent of Adtran; such consultation and consent shall not be unreasonably withheld.

15.7 Protectable Interest. Provider agrees that Adtran has a protectable interest in its Confidential Information and in its commercial relationships and contacts with Customer(s). Provider further agrees that Adtran has a protectable interest in training related to Adtran products and Configurations, and the provision of Services related to them. To preserve each of Adtran's protectable interests, Provider shall to limit all commercial dealings involving Adtran's protectable interests exclusively to Adtran and shall not engage in commercial dealings that would compromise any of Adtran's protectable interests, individually or in the aggregate. The foregoing restraint shall expire one year after the termination of this Agreement.

15.8 Notification. To further preserve Adtran's protectable interests, with respect to any new projects or work solicited by an Adtran Customer of which Adtran has notified Provider that Adtran is or will be bidding, Provider agrees to notify Adtran within two (2) business days of a direct solicitation by the Adtran Customer to Provider for such work or project and obtain Adtran's prior express written consent, or otherwise enter into a mutually satisfactory agreement with Adtran, with respect to which shall not be unreasonably withheld, prior to responding to such solicitation.

16. Indemnification

16.1 Indemnification. Provider shall indemnify, defend and hold harmless Adtran, and its affiliated companies, officers, directors, shareholders, agents, employee(s) and other representatives, from and against any and all claims, demands, actions, losses, damages, expenses, liabilities and causes of action (hereinafter "Claims") (a) for personal injury to or death of any person; (b) for damage to, loss or destruction of any property; (c) relating to or arising out of a Claim that any use of the material, software and/or Services provided by Provider and/or its employee(s), agents, contractors, subcontractors, licensees or invitees constitutes an infringement of a patent, copyright, trademark, or other proprietary right or a misappropriation of a trade secret of a third party; (d) resulting from, arising out of, or relating to the section entitled "Background Check and Drug Screen Requirements;" and/or a breach by Provider of the



terms of the section entitled “Insurance”; (e) relating to the failure of Provider and/or its employee(s), agents, contractors, subcontractors, licensees or invitees to comply with all provisions and all obligations, representations and warranties of this Agreement and any extension thereto, including all SOW(s) Engineering Package(s) and Dispatch Order(s), or otherwise arising out of or related to the Services provided in each such case to the extent arising out of the acts or omissions Provider, its employee(s), agents, contractors, subcontractors, licensees or invitees.

16.2 Provider may settle, with notice and consent from Adtran, such consent not to be unreasonably withheld, any Claim, suit or other action against Adtran for which Provider is responsible under this section provided that such settlement shall not limit, unduly interfere or otherwise adversely affect the rights granted to Adtran or Provider’s obligations under the Agreement. Adtran shall notify Provider of any Claim subject to Section 15.1 and shall provide Provider with reasonable assistance in the defense of any such Claim.

16.3 Infringement Claim. Upon notice of an alleged infringement or if in Provider’s opinion such a Claim is likely, or if Adtran’s rights hereunder are restricted by a valid court order, then Provider shall at its option and sole expense: (i) procure the right to continue providing the alleged infringing Services or material; (ii) replace the Services or material with non-infringing Services or material which are equivalent in quality and are acceptable to Adtran and Customer(s); or (iii) modify or replace the material to make it non-infringing while retaining features, functionality or quality acceptable to Adtran and/or Customer(s.)

16.4 Liability. Provider agrees that Adtran shall not be liable in any fashion or manner for any damage, loss, cost or liability incurred by a third party which may arise out of or result from Services performed by Provider. Adtran assumes no responsibility for and Provider releases and discharges Adtran from any and all liability or damages whether direct or indirect, consequential, incidental, express or implied, for any Services provided by or on behalf of Provider,. Provider releases and discharges Adtran, its directors, officers, agents, and employee(s) from any and all liabilities, damages, losses, expenses, demands, Claims, suits, or judgments, including reasonable attorney’s fees and expenses, for the loss of, damage to, or destruction of any property in any manner arising out of the Services provided by Provider, its agents, employee(s) or any person to or for whom Provider may be responsible. Provider agrees to indemnify, defend and hold harmless Adtran, its assigns, its officers, directors, employee(s), and its affiliates against any and all damages, Claims, losses, costs and expenses (including reasonable attorney’s fees) arising out of or related to the Services provided, including however, only to the extent that was contributed by Provider.

16.5 Improper Shipping. Provider shall be liable for and indemnify Adtran for product liability Claims resulting from improper shipping instructions to courier companies by Provider, improper assembly, handling, storage or packaging of Adtran Products by Provider, failures to follow the SOPs and performance standards, or as a



result of Provider's, Provider's Employee(s), subcontractors, agents or assigns negligent or willful misconduct in the performance of the Agreement.

16.6 **Notice of Liability.** Adtran shall give Provider written notice of any Claim subject to this Section 16 and Provider shall assume the sole defense thereof, including appeals, and shall have authority to settle the same with notice to and consent from Adtran, such consent not to be unreasonably withheld. Adtran shall, upon Provider's request, furnish all information and assistance available to Adtran and cooperate in every reasonable way to facilitate the defense and/or settlement of any such Claim.

17. **Intellectual Property.** Provider agrees that it shall not provide Adtran with any designs, plans, models, samples, software, integrated circuits, reports, or other writing or product which Provider either knows or has reason to believe providing such item would infringe the a third party patent, copyright, or other intellectual property right. Provider further agrees that any and all intellectual property it receives from or on behalf of, including any and all intellectual property it develops for, Adtran or Customer shall be owned by Adtran and/or Customer. Provider agrees to assign, and hereby assigns upon creation, any and all such intellectual property. Provider shall not acquire, receive or otherwise have any ownerships rights in and to any such intellectual property of Adtran or Customer.

18. **Non-Solicitation.** Unless otherwise mutually agreed upon in writing, each Party agrees not to solicit, directly or indirectly, or employ any person employed by the other Party for as long as the Agreement is in effect, and thereafter for a period of twelve (12) months. This excludes any employment relationship generated from response to third party solicitation, web or other job postings to the general public, and/or open recruitment.

19. **Export Controls.** The Parties shall comply with such laws and regulations governing use, export, re-export, and transfer of products, services and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Provider agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of the products and technology, purchased and deployed or distributed, according to U.S. and local laws for at least five (5) years following the date of any such export, re-export, or transfer. The Parties' obligations under this clause shall survive the expiration or termination of the Agreement.

20. **Anti-Corruption.** Provider acknowledges it has been made aware, and understands, that Adtran is subject to certain anti-corruption and anti-bribery laws including but not limited to the United States Foreign Corrupt Practices Act, and hereby agrees to comply with all anti-bribery and anti-corruption laws. Without limiting the foregoing, Provider and its Employees, subcontractors, and other agents shall not, directly or indirectly, make any offer, payment, or promise to pay; authorize payment of; nor offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing any act or decision of any official of any foreign government, the United States Government or any political party or any other person or entity that is contrary to



the provisions of any anti-corruption laws (including a decision not to act) or inducing such a person to use his or her influence to affect any such government act or decision in order to assist Adtran or Provider in obtaining, retaining, or directing any such business. Provider agrees to: (i) submit to Adtran, when requested, a certification attached to the Agreement or available for download from Adtran.com, that Provider has not engaged in any act prohibited by anti-bribery or anti-corruption laws, (ii) submit sufficient documentation to substantiate the compensation due Provider, including records that may reasonably be requested by Adtran from time to time, (iii) permit Adtran to inspect Provider's books and records related to performance of the Agreement upon reasonable notice, and (iv) notify Adtran immediately of any extortive solicitation, demand, or other request for anything of value by, or on behalf of, any foreign official or employee of a foreign government, relating to any activities in relation to the Agreement.

21. Miscellaneous.

21.1 Assignment. The Agreement shall be binding upon and in nature to the benefit of the Parties hereto and their successors and assigns; provided, however, that Provider must have Adtran's written consent before Provider assigns any of its rights, interests or obligations hereunder, including any present or future affiliated company or successor company of Provider, whereas such consent shall not be unreasonably withheld. Provider shall deliver to Adtran written notice of Provider's intent to assign at least thirty (30) days before assignment. Any assignment or attempted assignment not pre-approved by Adtran shall be null and void.

21.2 Section Headings. The section headings used in these T&C's and the Agreement are for convenience only and do not affect the meaning or interpretation of such T&C's or the Agreement.

21.3 Relationship of the Parties.

a) Independent Contractors. Provider is an independent contractor and not an employee of Adtran, and no joint venture, legal partnership or agency is created by the Agreement. All persons furnished by Provider shall be, for all purposes, solely the Provider's Employees or agents and shall not be deemed to be employees of Adtran for any purpose whatsoever. Provider shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under the Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision.

b) Subcontractors. Provider shall not subcontract performance under the Agreement without the written consent of Adtran. In the event Provider subcontracts work hereunder, Provider shall bear all responsibilities for such subcontractor's performance of tasks associated hereunder. Adtran's written consent to Provider's assignment of Services on a subcontract basis or assumption of additional obligations



relating to the Project shall not release Provider from any of its obligations or responsibilities under the Agreement. In the event Provider fails to pay its subcontractors for amounts due for work performed in relation to this Agreement, Adtran shall have the right, but not the obligation, at its sole option and election, to pay to such amounts directly to subcontractor and set-off all such amounts on any invoice from Provider. In the event set-off amounts will not sufficiently cover the amounts paid by Adtran on behalf of Provider, then Provider shall remit all remaining amounts owed to Adtran immediately upon invoicing by Adtran.

c) Subcontractor Terms and Conditions. At all times during the life of the Project, and if Adtran has consented to Provider's use of Subcontractors, Provider shall cause each and every such Subcontractor to agree to and abide by these T&C's and all applicable terms and conditions of the Agreement in writing. Provider shall at all times remain primarily liable for any and all Services performed by such subcontractor(s), at no additional cost to Adtran.

21.4 Taxes. Provider shall add to the invoice an amount equal to any applicable taxes, local, state or federal, however designated, that may be validly levied or based upon the Agreement or upon the material and/or Services furnished hereunder unless Adtran provides tax exempt certification. Provider shall bill applicable taxes as separate items on Provider's invoices and shall not include them in the purchase price. Provider must collect all appropriate state and local sales and use taxes from Adtran on all sales of taxable tangible personal property and taxable Services. The taxing sites for tangible personal property are the "shipped to" address. Provider must, as a result of the Agreement, voluntarily register with all appropriate state and local taxing jurisdictions and collect and remit all applicable taxes. Provider shall pay and hold Adtran harmless from and against any penalty, interest, additional tax, or other charges, which may be levied.

21.5 Force Majeure. Neither Provider nor Adtran shall be held liable for any delay or failure in performance of any part of the Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond Provider's or Adtran's control (hereinafter "Condition(s)"). If any such Condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party, and the Party affected by the other's delay or inability to perform may elect to: (a) terminate the Agreement or part thereof as to Services not already received; (b) suspend the Agreement for the duration of the Condition, buy or sell elsewhere Services comparable to those to be obtained under the Agreement, and deduct from any supplier commitment the quantity bought or for which commitments with other suppliers have been made; or (c) resume performance of the Agreement once the Condition ceases with an option in the affected Party to extend the period of the Agreement up to the length of time the Condition endured. Unless written notice is given within thirty (30) days after the affected Party is notified of the Condition, option "(3)" shall be deemed selected.



21.6 Equal Opportunity/Wages. Provider shall comply with all applicable laws, rules, and regulations as required by federal, state and local agencies related to any Equal Employment Opportunity (EEO) requirements to the extent Provider is required to do so, including but not limited to, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, as amended, the American with Disabilities Act, the provisions of executive orders 11246, 11625, 11701, 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 as amended, and any subsequent executive orders relating to equal opportunity for employment and shall supply all reports to Adtran as required by such laws, rules and regulations. Provider will comply with Davis Bacon and Related Acts per 29 CFR 5.5 (a)(1) through (10) as applicable and are incorporated into this agreement by reference.

21.7 FAR Clause 52.20-15. Whistleblower Protections Under The American Recovery And Reinvestment Act of 2009 (Mar 2009)

a) The Provider shall post notice of Employees' rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

b) The Provider shall include the substance of this clause including this paragraph (b) in all subcontracts.

21.8 Licenses. Provider will obtain and maintain any and all licenses required by any local or state licensing board, statute, law or regulation required to perform the Services under the Agreement. This should include applicable business or contractor's licenses and any other licenses or certifications required to perform Services under this agreement. Provider shall provide copies of any and all licenses prior to performing any Services covered by the Agreement.

21.9 Impleader. Provider shall not implead or bring an action against Adtran or its Customer(s) or the employee(s) of either based on any claim by any person for personal injury or death to an employee of Adtran or its Customer(s) occurring in the course or scope of employment and that arises out of material or Services Furnished under the Agreement.

21.10 Remedies. All remedies set forth in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.

21.11 No Publicity. Neither Party shall use the name of the other Party in any news release, public announcement, advertisement, or other form of publicity without the prior, written consent of the other Party. Except pursuant to court order or as otherwise required under judicial or regulatory proceedings, or as reasonably necessary to exercise its rights or perform its obligations herein, neither Party shall disclose the existence of



nor the terms and conditions of the Agreement without the prior written consent of the other Party.

21.12 Trademarks. Any usage of the Adtran trademarks by Provider is subject to prior written approval by Adtran, which may be withheld at Adtran's sole discretion. Adtran will retain all goodwill and all other rights relating to its trademarks, and Provider obtains no goodwill or any other rights relating thereto as a result of the use of Adtran's trademarks. The use of any Adtran trademarks will be governed by Adtran's Trademark and Logo Usage Policy, which can be found at: adtran.com/trademarks.

21.13 Waiver; Severability. No waiver or failure to exercise any option, right or privilege under the terms of the Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion. If, but only to the extent that, any provision of these T&C's or the Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that the Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent.

21.14 Code of Business Conduct.

a) Provider agrees to comply with the Adtran Code of Conduct, or with Provider's code of conduct or another similar standard, as long as such code or applicable standard is as restrictive as the Adtran Code of Conduct, found at adtran.com/codeofconduct.

b) Adtran's Quality Policy (Q-100) and Sustainability requirements are applicable to the Agreement and located at: adtran.com under *About Adtran, Corporate Overview*, Provider is responsible for following the most current version of the requirements and/or policies.

21.15 Construction. The Parties shall be deemed to have participated jointly in the negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of the Agreement.