Mosaic One General Terms and Conditions

These GENERAL TERMS AND CONDITIONS (the "**Mosaic One Terms**") govern the purchase of the Adtran Mosaic One suite of products and services. These Mosaic One Terms shall become effective between Adtran, Inc., a Delaware corporation with a principal place of business located at 901 Explorer Boulevard, Huntsville, Alabama 35806 USA ("Adtran") and the customer ("Provider" or "You") that accepts the offer for Services set forth in an Order. In the event of a conflict between the Mosaic One Terms and an Order, the terms of the Order will control.

1.   Services. Upon payment of the applicable fees, Adtran offers its Services on the terms set forth herein. The features and functionality of the Services are further described at www. adtran.com/mosaic-one.

2.   **Definitions**.

"**Aggregated Data**" means any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the Service, and which Adtran collects, gathers and aggregates periodically as part of the Service.

"**Authorized User**" means (a) the Provider and the Provider's employees, consultants, agents and/or contractors that access or use the Services and (b) with respect to any Services that Provider is authorized to re-sell to end user, the end users to whom Provider has sold access to Services as authorized hereunder.

"**Authorized User Data**" means any data, information or material of an Authorized User submitted to the Service by an Authorized User.

"**Connected Device**" means any device that is directly managed through or communicates with the Service, including but not limited to modems, routers, gateways, set-top boxes, or other customer endpoints.

"**Documentation**" means training materials, user guides, release notes, and any other terms made available by Adtran and its licensors in connection with the Services, either as hard copy, or as electronic media.

"**Intellectual property rights**" are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, publicly perform, publicly display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to exclude others from using, making, having made, selling, offering to sell, and importing patented subject matter and to practice patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; (iv) rights to Confidential Information that derives independent economic value, actual or potential, as reasonably determined by the disclosing Party, by virtue of remaining confidential; and (v) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual property rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law.

"**Order**" means a document entered into between the Parties pursuant to these Mosaic One Terms that details the following: (i) the specific Services that Adtran will provide to Provider; (ii) the Term applicable to such Services; (iii) the invoice schedule and fees payable by Provider to Adtran for the Services; and (iv) any other commercial terms mutually agreed to by the Parties with respect to the Services.

"**Service**" or "**Services**" means the provision and remote management of Adtran's software-as-a-service solutions, any additional add-on services and any related applications configured and operated by or on behalf of Adtran for use by an Authorized User via internet access, including the equipment connectivity and third-party items required by Adtran to make such Services available, including the Services provided on Exhibit A, if applicable. The term Services includes the Documentation and Updates to the Services. The features and functionality of the Services are further described at www.adtran.com/mosaic-one.

"**Term**" means the duration that Provider has the right to use the Service(s), as described in the corresponding Order.

"**Updates**" means modifications, bug-fixes, corrections, or minor enhancements to the Services to correct errors or deficiencies, provide other incremental updates and corrections, or that are identified by Adtran or its licensors as mandatory changes to the Service.

3.   Term. The initial term of the Services shall commence thirty (30) days following the effective date of the Order by the Provider ("Order Date") and will continue for a minimum term of twelve (12) months, or other such term as stated in the Order (the "Initial Order Term"). Upon expiration of the Initial Order Term, the term for Services is automatically renewed for successive twelve-month terms (a "Renewal Term"), unless a

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Party provides at least sixty (60) calendar days' advance written notice prior to the expiration of the then current Term that it will not renew the Services. (The Initial Term and any Renewal Terms are collectively, the "Term").

4. Fees.

    4.1.   **Description of Fees; Payment Terms.** Provider shall pay to Adtran the fees for the Services set forth in the applicable Order. Provider authorizes Adtran to periodically charge, on a going-forward basis, Provider's account annually in advance for the fees unless otherwise set forth in the Order. Installation, integration, on-boarding, and/or configuration fees set forth in the Order, if any, are non-refundable. All fees will be invoiced and payable in U.S. Dollars and are due and payable to Adtran thirty (30) days after the date of invoice to Provider for such amounts, unless a different currency or payment term is agreed in the Order. Adtran reserves the right to change its prices, provided that any new pricing shall only apply after the then-current Term of the applicable Order has terminated or expired.

    4.2.   **Late Payment Terms.** All payments not made when due shall be subject to late charges at the lesser of (i) 1.5% per month of the overdue amount; or (ii) the maximum amount permitted under applicable law.

    4.3.   **Invoice Dispute.** Disputes arising from invoices will be handled on a case-by-case basis. Provider must notify Adtran of any invoice dispute within thirty (30) days of the invoice date or such invoice will be deemed approved and accepted by Provider. Both Parties will use their commercially reasonable efforts to assess and rectify, if applicable, discrepancies found within a disputed invoice as soon as commercially practicable. Written statements disputing charges and any other written notification to Adtran must be sent to Adtran, Inc., Accounts Receivable, P.O. Box 140000, Huntsville, AL USA 35814-4000.

    4.4.   **Taxes.** Provider shall pay all taxes, tariffs and transportation costs relating to, or incurred under, these Mosaic One Terms or an Order (including any sales, use, excise or value added taxes), exclusive of taxes based on or measured by Adtran's net income, unless Provider is exempt from the payment of such taxes and provides Adtran with acceptable evidence of such exemption. If Provider is legally required to pay withholding taxes on the fees payable to Adtran (or make any similar tax reduction) (each a "Fee Reduction Tax"), then (i) Provider shall deduct the applicable Fee Reduction Tax from the fees prior to payment to Adtran; (ii) timely remit the Fee Reduction Taxes to the appropriate taxing authorities; and (iii) promptly furnish Adtran with tax receipts evidencing the payments of the Fee Reduction Taxes on such fees. However, the fees payable by Provider to Adtran shall be adjusted to the extent necessary to ensure that, after such Fee Reduction Taxes are applied, Adtran receives and retains, a net amount equal to the fees that Adtran would have received and retained absent the deductions required for the Fee Reduction Taxes.

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5. Services.

5.1.   Right of Access. Upon payment of the applicable fees, Adtran grants Provider a limited, non-exclusive license during the Term to use the Services pursuant to these Mosaic One Terms. Except for Services specifically authorized by Adtran for re-sale, Provider may only use the Service exclusively for Provider's internal business operations. Provider agrees, and agrees to ensure that Authorized Users agree, to use the Services only in accordance with the specifications and restrictions set forth in these Mosaic One Terms and an Order, including but not limited to, the number of connected devices, subscribers, and number of licenses and type of Authorized Users contracted (residential vs commercial). Provider acknowledges and agrees that, as between Provider and Adtran, Provider shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by Provider, would constitute a breach of these Mosaic One Terms, shall be deemed a breach of these Mosaic One Terms by Provider. Provider shall undertake appropriate efforts to make all Authorized Users aware of the provisions of these Mosaic One Terms as applicable to such Authorized User's use of the Service and shall cause Authorized Users to comply with such provisions. If Provider is authorized to re-sell Services, Provider agrees to re-sell to Authorized Users on terms no less favorable to or protective of Adtran or its suppliers/licensors than those set forth in these Mosaic One Terms. Provider may make a reasonable number of copies of the Documentation and allow its Authorized Users to use the Documentation to configure and use the Service. Provider will have no right to use the Documentation for another purpose without the prior written consent of Adtran. Provider shall use reasonable efforts to prevent unauthorized access to or use of the Service and is responsible for maintaining the confidentiality of its usernames, passwords, and account information. Provider agrees to immediately report to Adtran any loss or compromise of any username or password information or any unauthorized use of or access to the Service.

5.2.   Restrictions. All rights not expressly granted to Provider in these Mosaic One Terms are expressly reserved to Adtran and its suppliers and/or licensors. The Services may only be used by Provider and Authorized Users, and unless expressly set forth in an Order, not by any third party including any parent, subsidiary or other affiliate companies. Provider will not, and will cause its Authorized Users not to (i) rent, lease, loan, sublicense, or rehost any portion of the Service or use any portion of the Service to provide service bureau, managed service, subscription service or software, or outsourcing services to any third party (unless otherwise agreed in an Order); (ii) transfer or assign any of the rights granted to Provider and/or Authorized User under these Mosaic One Terms without the prior written consent of Adtran except as otherwise permitted below; (iii) modify or create derivative works based in whole or in part upon the Services; (iv) remove, alter, obscure, or exclude any proprietary notice on the Services, Documentation, or advertising materials; (iv) contest, challenge, or otherwise make any claim or take any action adverse

to Adtran's or any of its suppliers' and/or licensors' ownership of, or interest in, the Services, advertising materials, trademarks or copyrights, or relevant Documentation, (v) engage in any deceptive, misleading, or unethical practices in connection with its activities under these Mosaic One Terms, or (vi) copy the contents of the Services except as expressly permitted herein. Unless expressly allowed by law, Provider will not and will not permit others to attempt to decompile or reverse assemble or engineer any portion of the Services or to obtain any source code or to determine the underlying algorithms of the Service.

5.3.   Device Requirements. Providers are required to use hardware devices that are approved for use with the associated Services. Provider is responsible for verifying if any third party hardware and/or software are compatible with each Service.

5.4.   Third Party Components. Provider agrees and understands that the Services may contain components and software owned by and licensed from third parties (the "Third Party Components"). Provider understands and acknowledges that certain Third-Party Components are not licensed pursuant to the provisions set forth in Section 5.1. Provider and Authorized Users shall have only such rights and/or licenses, if any, to use certain Third-Party Components as are set forth in the relevant terms identified within the associated Documentation.

5.5.   Mobile Application. A mobile application may be available for the Service, in which case Provider and/or Authorized Users may be required to "click-thru" the terms and conditions of a third-party end user license agreement in order to download and use such application.

5.6.   Cloud Providers. Provider hereby agrees and consents that in providing the Service, Adtran may enter into an arrangement with and utilize the services of third-party cloud services provider(s) ("Cloud Providers"). Adtran shall require that any such Cloud Provider be contractually bound to provide substantially the same level of protection with respect to Provider's Personal Data as provided by Sections 8 and 9. If applicable, Adtran will make the Cloud Provider service levels, acceptable use policies and information security policies available to Provider.

6. Support Services.

6.1.   Technical Support. Provider acknowledges and agrees that Provider is responsible, and not Adtran, for any and all technical support provided to Authorized Users. Problem areas outside the scope of Adtran's ability to troubleshoot include, but are not limited to, the following: (a) Authorized User supplied equipment or equipment provided by Provider and not by Adtran; (b) Authorized User in-house wiring, WAN and LAN infrastructure; (c) data network connectivity, rights/privileges, IP address changes; and (d) Authorized User site power.

6.2.   Adtran Responsibilities. Adtran agrees to provide the software support services purchased by Provider during the Term and indicated on the Order. The software support services available for purchase are set forth on Exhibit B. Provider may request hardware support which will be priced separately via a quote and set forth in detail in the Order.

6.3.   Provider Responsibilities. Provider will, and will cause its Authorized Users to, (i) provide Adtran with reasonable access to facilities as necessary for the provision or configuration of the Services, subject to reasonable written policies regarding vendors on premises; (ii) cooperate fully and in good faith with Adtran for purposes of configuration, implementation, migration and provision of support services by Adtran. Provider understands and agrees that Adtran is not liable for any delays resulting from the actions or inactions of Provider or any Authorized User. Consequently, in the event of any such delay caused by Provider or any Authorized User that is not due to an act or omission of Adtran, Provider assumes sole responsibility and Adtran reserves the right to invoice Provider in accordance with the Order. Provider is responsible for any activities performed under credentials or authorization issued by it or any Authorized User to Adtran. The Services and Documentation contain proprietary and confidential information of Adtran and its suppliers and/or licensors, and Provider must use at least reasonable means to protect the Services and Documentation from unauthorized access, use or copying. Provider may not disclose the Services, or their respective components, features or functionality to third parties except as expressly permitted herein.

7.   Ownership of the Service. This is not an agreement for the sale of any software. Except where the Parties agree pursuant to an Order or other written agreement between the Parties that title to hardware purchased by Provider transfers from Adtran or its suppliers and/or licensors to Provider, Provider agrees that these Mosaic One Terms and each Order is a term services and license agreement and that as between the Parties, Adtran and its licensors and suppliers own all right, title and interest in all Intellectual Property Rights in and to the Services, the Documentation, the Work Product, Adtran trademarks, the components and any and all configurations, derivative works, know-how, upgrades, updates, developments, modifications, changes, alterations, edits, conversions, improvements or the like made to each of the foregoing (collectively, the "Adtran Property"). All rights not expressly granted under these Mosaic One Terms are reserved to Adtran and its licensors and suppliers, and there are no implied rights. Provider agrees not to undertake any action against Adtran that would in any way preclude Adtran from continuing to develop, use or commercialize the Services, and nothing in these Mosaic One Terms shall be construed to impair, preclude or prohibit Adtran from doing so. Provider agrees not to assert against Adtran or any of its licensors, suppliers, customers, distributors, third party contractors, or others acting under authority of Adtran any claim of infringement based on patent rights arising from or embodied in the Services. Provider agrees to retain and reproduce all copyright, trademark and other proprietary notices contained on or in the Adtran Property as delivered to Provider on all

copies of such Adtran Property and shall not seek to remove any such notices. Provider grants to Adtran and its licensors and suppliers a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, corrections, recommendations or other feedback provided by Provider, including any of its Authorized Users, relating to the operation of the Service.

8. Confidentiality; Authorized User Data.

8.1. Definition. "**Confidential Information**" means information designated as confidential or proprietary or that should be considered as confidential from its nature or from the circumstances surrounding its disclosure. Provider acknowledges that, without limitation, the Adtran Property constitutes "Confidential Information" of Adtran and/or its suppliers and licensors. Authorized User Data is "Confidential Information" of Provider.

8.2. Use and Disclosure. With respect to any Confidential Information a Party receives ("Recipient") from the other Party ("Discloser"), the Recipient shall: (i) keep such information confidential; (ii) use the same degree of care for the Discloser's Confidential Information that it uses for its own Confidential Information, but in no event with less than reasonable care; (iii) not use the Confidential Information other than in connection with providing the Services under Mosaic One Terms and each Order; and (iv) not divulge the Confidential Information to Recipient's personnel, unless such personnel have a need to know and have undertaken a written obligation to keep the Confidential Information secret consistent with the terms of these Mosaic One Terms. Recipient agrees to use all reasonable steps to ensure that the Discloser's Confidential Information is not disclosed by Recipient's personnel in violation of this Section. If a Recipient is required by any government authority or by applicable law to disclose any Confidential Information, then such Recipient shall give sufficient notice (to the extent permitted by law) of the requirement to the Discloser to enable the Discloser to seek appropriate relief from all or part of such requirement.

8.3. Exclusions. Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Recipient of any obligation to the Discloser; (ii) was known to the Recipient free of any obligation of confidence prior to disclosure by the Discloser; (iii) is disclosed to the Recipient on a non-confidential basis by a third party who did not owe an obligation of confidence to the Discloser; or (iv) is developed by the Recipient independently of and without reference to any part of the Confidential Information. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

8.4. Authorized User Data. Authorized User Data is Confidential Information of Provider and/or Authorized Users, as the case may be. Adtran applies security practices in compliance with industry standards to protect Authorized User Data from unauthorized access, theft and misappropriation; however, Adtran does not warrant that the Service or any Authorized User Data will be completely secure from interference or disruption by factors outside of its control, including viruses, hackers attacks, disruptions to the Internet, issues with third-party service providers, issues created by Provider's systems or Authorized User Data, or a Force Majeure event. Provider hereby grants, and shall cause its Authorized Users to grant, to Adtran and its licensors and suppliers a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Authorized User Data and perform all acts with respect to the Authorized User Data as may be necessary for Adtran and its licensors and suppliers to provide the Service to Provider and Authorized Users under these Mosaic One Terms, and a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, worldwide license to reproduce, distribute, modify, and otherwise use and display Authorized User Data that Adtran may transform into Aggregated Data. Provider represents and warrants that it possesses sufficient license rights in and to the Authorized User Data, and that it has obtained all the required consents from data owners, as may be necessary, to permit the use contemplated under these Mosaic One Terms. Provider bears all responsibility and liability for the accuracy and completeness of the Authorized User Data and Adtran's and its licensors' and suppliers' access, possession and use as permitted herein.

8.5. Data Processing and Transfer. As between the Parties, Provider is considered the controller of Authorized User Data, and Adtran and/or its licensors and suppliers shall be considered the processor. Provider, if outside of the USA, agrees to the terms of the Data Processing Agreement ("DPA") attached hereto and incorporated by reference herein as Exhibit C. Upon acceptance of an Order by Adtran, Provider may also be required to execute the DPA and any other data processing agreement required by Providers' licensors and/or suppliers. Provider acknowledges and consents that (i) the Services provided may require Authorized User Data to be transferred to a country outside of Provider's country or the country where the Authorized User Data originated, and (ii) Adtran may share Authorized User Data with its affiliates and business partners (like backbone network and cloud providers) for the sole purpose of providing the Services hereunder, provided that at all times Adtran and its affiliates shall comply with the confidentiality and data protection obligations described hereunder. Adtran shall enter into confidentiality agreements with its business partners as protective of Provider's Confidential Information as these Mosaic One Terms. Unless otherwise expressly agreed in a written document signed by an authorized representative of Adtran, Adtran shall have no obligation to store Authorized User Data beyond any period specified in an Order and Adtran has no obligation to retain Authorized User Data following ninety (90) days after termination of the Services; however, Adtran may retain copies of Confidential Information that are stored on Adtran's backup and disaster recovery systems until the ordinary

course of deletion. Provider shall have ninety (90) days from the date of termination of the Services in which to request a copy of its Authorized User Data, which will be made available to Provider in the same format maintained by Adtran.

8.6.   Aggregated Data. Adtran (its affiliates, licensors, partners and designated agents) may use Aggregated Data to monitor and improve its products, services or to provide customized services or technologies to its customers. Adtran collects and uses Aggregated Data in accordance with its privacy policies and in accordance with applicable data protection laws. As between Adtran and Provider, Aggregated Data (i) is property of Adtran; and (ii) is Confidential Information of Adtran.

9.   Network Data License; Ownership.

9.1.   Network Data License.

9.1.1. Network Data. Provider agrees to transmit, and agrees to cause its Authorized Users to transmit, to Adtran certain network data and allow Adtran to collect, store and process certain network data (the "Network Data") in order to provide the Services. Provider and/or its Authorized Users shall deliver the Network Data electronically, on tangible media, or by other means and frequency to be mutually agreed. Adtran shall use the Network Data in accordance with these Mosaic One Terms, and may request additional Network Data from Provider and/or its Authorized Users from time to time. Provider agrees to cooperate with Adtran so that the Network Data reasonably meets the Adtran requirements and objectives to accomplish the Permitted Use (as defined hereinbelow).

9.1.2. License Grant. Provider hereby grants Adtran a non-exclusive, non-sublicensable, and non-transferable license during the Term to use, collect, store, process, display, distribute, modify and create derivative works and improvements to the Network Data solely (i) to audit and troubleshoot Provider's or an Authorized User's internal network; (ii) to improve Provider support; and (iii) to develop Work Product (collectively, the "Permitted Use"). "Work Product" shall mean (i) any software or other tool Adtran creates for the purposes of auditing and troubleshooting customer networks and providing network optimization services, whether for the benefit of Provider or third parties ("Software"); (ii) any and all manuals, instruction, specifications and other documents that Adtran provides or makes available to Provider in any medium and which describes the functionality, components, features or requirements of the Software, including the installation, configuration, integration, operation, use, support or maintenance thereof; (iii) any Derivative Data; and (iv) any Derivative IP. "Derivative Data" shall mean any data that is derived by processing the Network Data and that is sufficiently different from the Network Data so that such Network Data cannot be reverse engineered or otherwise identified from analysis or further processing. "Derivative IP"

shall mean any intellectual property created by or on behalf of Adtran within one (1) year after the expiration or earlier termination of an Order that includes Network Data in any form or that is derived in any sense from the Network Data, including, without limitation, any expression of the same via source code, object code, and associated documentation developed or modified by Adtran.

9.1.3. Use Restrictions. Adtran shall only use the Network Data for the Permitted Use and shall not disclose, release, distribute, or deliver the Network Data, or any portion thereof, to any third party without Provider's prior consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Provider and/or its Authorized User.

9.2. Intellectual Property Ownership; Work Product; Derivatives.

9.2.1. Except as set forth in Section 9.2.2 hereof, Provider acknowledges and agrees, and shall cause its Authorized Users to acknowledge and agree, that all right, title and interest in and to (i) the Work Product and (ii) all works, inventions and other subject matter incorporation, based on or derived from any Work Product, including any and all Derivative Data, Derivative IP, and other customizations, enhancements, improvements and other modifications thereof (collectively, "Derivatives"), in each case by whomsoever made and including all intellectual property rights therein, are and will remain, with Adtran. Neither Provider nor an Authorized User has any right or license with respect to any Work Product or Derivatives.

9.2.2. Providers shall not, and shall not permit any other person to, access or use any Work Product except as expressly permitted by Adtran.

10. Trademarks. Adtran grants to Provider, during the Term of this Agreement, a non-exclusive, personal, limited, non-transferable license to use the word "Adtran," the Adtran logo and any other trademark owned by Adtran (collectively, the "Adtran Marks") solely in accordance with the terms of Adtran Trademark and Logo Usage Policy located on Adtran's website. In addition, Provider is permitted to incorporate advertising, marketing and promotional materials provided by Adtran and/or its licensors ("Advertising Materials") into Provider's advertising, marketing, and promotional materials (the "Provider's Materials"), on condition that any such use complies with the guidelines provided by Adtran to Provider, as they may be updated from time to time by Adtran or its licensors and/or suppliers. Provider agrees to provide a copy of its Provider Materials to Adtran upon request and acknowledges and agrees that the quality and nature of its Provider Materials shall be consistent with generally accepted standards in the consumer electronics field. Provider agrees to promptly cease all use of the Adtran Marks, Advertising Materials, Licensed Trademarks, and/or Provider Materials upon Adtran's written request.

11. Warranties and Disclaimers.

11.1. By Adtran. During the Term, Adtran warrants that the Service will substantially conform to the Documentation.   Adtran will have no warranty obligations for any nonconformance that (i) is caused by factors outside of the control of Adtran (such as Force Majeure) and as such could not be remedied by Adtran, or (ii) relates to: (a) use of the Service not in accordance with the Documentation and the provisions of these Mosaic One Terms; (b) modification of the Service except by Adtran; or (c) is caused by third party software or hardware. In the event of a breach of the foregoing warranty, Adtran will use commercially reasonable efforts to cure any such breach which such cure may include a work-around, at no additional cost to Provider within a reasonable timeframe. If Adtran is unable to cure such breach within 90 days after receipt of Provider's written notice of such breach, Provider may, at its option and as Provider's sole remedy, terminate these Mosaic One Terms by serving written notice in accordance with Section 15.6. Upon such termination, Adtran will provide a pro-rated refund of any prepaid fees from the remainder of the then-current Term.   This Section 11.1 will be Provider's exclusive remedy for breach of this warranty.

While Adtran will use commercially reasonable efforts to complete work under a given Order in accordance with the estimated schedules and fees, Provider acknowledges that timing and cost requirements may be subject to factors beyond Adtran's control (including Provider's fulfillment of its obligations hereunder in a timely manner). Accordingly, Adtran will not be liable for any resulting delays or overruns or bear liability in connection therewith, regardless of cause. Provider acknowledges that products or services made available to Provider on an evaluation only or "early release" basis are provided "as is" and without warranty, support or indemnification terms.

11.2. By Provider. Provider warrants to Adtran that Provider will provide all required consumer notices and disclosures and, where required, secure consents, each in compliance with applicable laws and these Mosaic One Terms prior to using or giving access to Authorized Users to the Service.

11.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN THESE MOSAIC ONE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADTRAN PROPERTY, THIRD-PARTY COMPONENTS, SERVICES AND ANY OTHER MATERIALS, DATA OR INFORMATION PROVIDED BY ADTRAN ARE PROVIDED "AS IS," AND ADTRAN (AND ITS LICENSORS AND SUPPLIERS) DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY.   ADTRAN, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE ADTRAN PROPERTY, THIRD-PARTY COMPONENTS OR ANY SERVICES PROVIDED BY ADTRAN WILL MEET

PROVIDER'S OR ANY AUTHORIZED USER'S REQUIREMENTS OR THAT THE OPERATION OR USE OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. PROVIDER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT, ABSENT SUCH DISCLAIMERS, LIMITATIONS AND EXCLUSIONS, THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT.

PROVIDER ASSUMES THE ENTIRE LIABILITY FOR THE SELECTION AND USE OF THE SERVICES, AND ADTRAN SHALL HAVE NO LIABILITY FOR ANY ERRORS, MALFUNCTIONS, DEFECTS OR LOSS OF DATA RESULTING FROM OR RELATING TO PROVIDER'S OR ANY AUTHORIZED USER'S USE OF THE SERVICE, EVEN IF THE SERVICE IMPACTS OTHER SYSTEMS OR PROVIDER OR AUTHORIZED USER OTHERWISE LOSES FUNCTIONALITY.

12.   Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF THE SERVICE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. ADTRAN'S MAXIMUM AGGREGATE LIABILITY TO PROVIDER, AUTHORIZED USERS, AND/OR ANY THIRD PARTY FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ADTRAN PROPERTY, ANY THIRD-PARTY COMPONENTS OR SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO ADTRAN DURING THE PRECEDING TWELVE MONTHS FOR THE SERVICE OR SERVICES UNDER THE ORDER GIVING RISE TO SUCH LIABILITY.

13. Indemnification.

13.1. By Adtran. Adtran agrees, at its expense, to (a) defend or settle any third party claims, actions or demands brought against Provider, where the third party alleges (i) that the Services, used within the scope of these Mosaic One Terms, infringe a U.S. copyright or any U.S. patent issued as of an Order Date; and/or (ii) breach or non-fulfillment of Adtran's obligations under any DPA entered into by Adtran in relation to the

Services; and (b) pay damages, if any, finally awarded by a court of competent jurisdiction against Provider or agreed upon in settlement by Adtran (including reasonable attorneys' fees in connection with enforcing this Section 13.1). Adtran is not responsible under this Section for any infringement arising out of or related to: (i) Third-Party Components or the Cloud Provider, when taken on a stand-alone basis; (ii) any hardware that is sold as part of the Service, when taken on a stand-alone basis; (iii) modification of the Service by anyone other than Adtran, where the Service would not infringe except for that modification; (iv) any infringement arising out of any combination of the Service with other software, hardware, processes or materials where the Service would not infringe except for such combination; or (v) any data provided by Provider to Adtran for processing by the Service. In the event the Service is held or believed by Adtran to infringe (and provided one of the exclusions do not apply), Adtran may, at its sole option and expense, elect to: (A) modify the Service so that it is non-infringing; (B) replace the Service (or the infringing features) with non-infringing services or features which are functionally equivalent or superior in performance; (C) obtain a license for Provider to continue to use the Service as provided hereunder; or (D) terminate the right of access for the infringing Service (or components) and refund any pre-paid and unused Fees. THE OBLIGATIONS OF ADTRAN UNDER THIS SECTION 13 (INDEMNIFICATION) SHALL BE PROVIDER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION RELATED TO THE SERVICE.

13.2. By Provider. Provider agrees to indemnify and hold Adtran and its licensors and suppliers, and its and their directors, officers, employees, and agents ("Adtran Parties") harmless from and against any and all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim, or action by any third party or regulatory proceeding arising out of (a) Provider's or any Authorized User's misuse of Adtran Property, including without limitation modifications by Provider and/or any Authorized User to the Services not authorized by the Adtran Parties; (b) Provider's breach of its obligations under Section 8.4 (Authorized User Data); (c) breach or non-fulfillment of Provider's obligations under any DPA entered into in relation to the Services; (d) Provider's or any Authorized User's failure to implement a work-around, release, update or other modification to or for the Services or Enabled Hardware as reasonably provided or directed by Adtran Parties at no additional cost to Provider and/or Authorized Users; and/or (e) Provider's failure to include any required terms in its agreements with Authorized Users.

13.3. Procedure. For a Party to be responsible under this Section, the Indemnified Party shall (i) promptly notify the Indemnifying Party in writing of its receipt of notice of any such claim; (ii) afford the Indemnifying Party sole control of the defense and all related settlement negotiations of such claim, provided that the Indemnifying Party shall not settle without the Indemnified Party's consent unless it releases the Indemnified Party from all

liability; and (iii) provide the Indemnifying Party with reasonable assistance, information and authority necessary to perform its obligations under this Section.

14. Termination.

14.1. Upon Default. If either Party breaches any material obligation of these Mosaic One Terms or an Order, the other Party may give written notice of such default, and, if the Party in breach has not cured the default within thirty (30) calendar days following receipt of such notice, or in the event of non-payment by Provider, within ten (10) calendar days, the non-breaching Party will have the right to terminate these Mosaic One Terms and any Order without liability or penalty. In addition, Adtran, at its option, may terminate these Mosaic One Terms and any Order on written notice to Provider, if Provider: (i) admits in writing its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) institutes proceedings to be adjudicated as voluntary bankruptcy, or consents to the filing of a petition of bankruptcy against it; (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of its property or providing for the liquidation of its property or business affairs; or (vi) breaches any of its obligations under <u>Sections 8</u> (Confidentiality) <u>or Section 7</u> (Ownership). The right to terminate these Mosaic One Terms and any Order for cause is in addition to all available remedies at law or in equity.

14.2. Suspension. If Provider is more than fifteen (15) calendar days late in paying any amounts after due or if Provider's or any Authorized User's use of the Service or Authorized User Data violates the rights of any third party or is considered unlawful or puts the entire system in danger, Adtran may suspend the Services upon email notice. Adtran will exercise reasonable commercial efforts to notify Provider in advance of the suspension so that Provider can take corrective actions, but Adtran reserves the right to act immediately if it reasonably believes it may be subjected to civil or criminal liability or regulatory action, or that its provision of the Services will be enjoined or that continued access by Provider may endanger the security of the system.

14.3. Effect of Termination or Expiration. Upon any expiration or termination of these Mosaic One Terms or any Order, Adtran may immediately cease providing Services. Within thirty (30) calendar days after termination, each Party will destroy all copies of Confidential and proprietary Information of the other Party, (including Documentation and all other Adtran proprietary information related to the Services) that may be in a Party's possession or under its control at the time of termination or expiration. Upon written request, each Party will certify to the other in writing that, to the best of its knowledge, all Confidential or proprietary Information has been destroyed or returned, provided that a Party may keep archival copies if required by law and a Party may retain copies of

Confidential or proprietary Information that are stored on the Party's backup and disaster recovery systems until the ordinary course deletion thereof.

14.4. Early Termination. Unless otherwise mutually agreed in writing, upon early termination or cancellation by Provider, other in accordance with <u>Section 14.1</u>, Provider agrees that the entire amount of fees for the Services during the then-current Term shall become immediately due and payable by the Provider. Provider agrees to pay such fees immediately upon the receipt of an invoice therefor.

14.5. Survival. The provisions of the following Sections will survive termination or expiration of these Mosaic One Terms: Sections 1, 4, 5.2, 5.4, 5.5, 5.7, 7, 8, 9, 10, 11.2, 11.3, 12, 13, 14.3, 14.4, 14.5 and 15.

15. General.

15.1. Publicity. Adtran and Provider agree that Adtran shall have the right to publicize, including for joint marketing purposes, the fact that Provider is a user of a Service and to list Provider's name on Adtran's standard customer lists.

15.2. Export Compliance. The Services are subject to all applicable export control laws and regulations, including without limitation, those of the United States Government and any applicable foreign jurisdiction. Provider agrees that it will not directly or indirectly export, re-export, divert, release, transfer or disclose the Adtran Property, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license, except in accordance with all relevant export control laws and regulations which may require Provider to obtain necessary licenses, approvals or permissions from the appropriate U.S. governmental and all required foreign authorities prior to undertaking such activities. The terms of this <u>Section 15.2</u> shall survive the termination of any Order.

15.3. United States Government End Users. The Service and the Adtran Property are "commercial items," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire only those rights in the Service that are provided by these Mosaic One Terms. For purpose of any public disclosure provision under any federal, state, or local law, the Service contains trade secrets and is a proprietary commercial product not subject to disclosure.

15.4. Governing Law; Jurisdiction. These Mosaic One Terms will be governed by and construed in accordance with the laws of the State of Alabama, USA, without regard to its conflict of law provisions. With respect to any legal disputes between Provider and Adtran arising out of or related to these Mosaic One Terms, Provider and Adtran irrevocably consent to the exclusive personal jurisdiction of the federal and the state courts situated in Madison County, Alabama, USA. The Parties disclaim the United Nations Convention on Contracts for the International Sale of Goods. The Parties waive and disclaim the provisions of the Uniform Computer Information Transactions Act, the Uniform Commercial Code and any other law the provisions of which are implied into this agreement. In the event of any dispute arising out of or related to these Mosaic One Terms, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

15.5. Injunctive Relief. Notwithstanding any other provision of these Mosaic One Terms, any violation by either Party of the other Party's intellectual property or proprietary rights (including those on Confidential Information) will cause irreparable damage for which recovery of money damages would be inadequate, and the aggrieved Party will therefore be entitled to seek timely injunctive relief to protect such Party's rights, in addition to any and all remedies available at law, without the need to post bond.

15.6. Notice. Any notice required or permitted to be given by either Party under these Mosaic One Terms will be in writing, in English, and delivered or sent by a reputable express mail service or by first class mail (certified or registered) to the other Party at the address provided in an Order, or upon agreement by the Parties, by email with confirmation receipt to the address(es) designated by such Party. A Party may change its address at any time on notice. Notices will be effective upon receipt.

15.7. Force Majeure. Except for the payment of money, neither Party shall be liable for any failure or delay in performance under these Mosaic One Terms which might be due to shortages, insurrection, fires, flood, storm, other weather conditions, explosion, acts of God, war, government action, inability to obtain delivery of parts, supplies or labor, labor conditions (including strikes, lockouts or other industrial disturbances), pandemics, epidemics, earthquakes, riots or acts of terrorism, or any other cause which is beyond the reasonable control of such Party.

15.8. Contractors. Provider acknowledges that certain services provided hereunder may be enabled or provided by or through certain third parties. Adtran may, in its sole discretion, use contractors to perform any of its obligations hereunder. Each Party will be responsible for the acts of its contractors as if performed by that Party.

15.9. Assignment. These Mosaic One Terms and the rights and obligations hereunder may not be assigned, in whole or in part, by either Party without the other Party's written

consent, not to be unreasonably withheld. However, either Party may assign these Mosaic One Terms without consent to any wholly owned subsidiary, affiliate or successor to all or substantially all of its business which concerns these Mosaic One Terms (whether by sale of assets or equity, merger, consolidation or otherwise), provided the assignee has agreed to be bound by all of the Mosaic One Terms. Each Party shall provide prior written notice of any such assignment. Provider shall not assign these Mosaic One Terms to any competitor of Adtran. These Terms shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

15.10. Entire Agreement. These Mosaic One Terms and the Order are the complete agreement between the Parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings. These Mosaic One Terms, and any Orders may be amended only in a writing that refers to these Mosaic Order Terms or Order (as applicable) and is signed by both Parties. Except for Orders, no different, additional, pre-printed or adhesion terms of any purchase order, confirmation, click-through or similar form issued by Provider are binding on the Parties unless expressly added as an amendment to these Mosaic One Terms and signed by both Parties. The Parties are independent contractors. Except as expressly agreed by the Parties, neither Party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other. The failure of either Party to exercise any right granted herein or to require any performance of any term of these Mosaic One Terms or the waiver by either Party of any breach of these Mosaic One Terms will not be deemed a waiver of any subsequent breach of, the same or any other term of these Mosaic One Terms. If any of the provisions or portions of these Mosaic One Terms are determined to be invalid or unenforceable, such invalid provisions or invalid portions will be severed from these Mosaic One Terms, and all other provisions hereof will remain in full force and effect.

Exhibit A

Services – Available for Purchase

A. **Mosaic Customer Experience Premium** *powered by Plume.*

The following terms and conditions apply specifically to Provider's use of Mosaic Customer Experience Premium *powered by Plume* ("MCE"):

1. Provider agrees to distribute MCE subject to an end user agreement between Provider and its Authorized Users, which agreement must include terms no less favorable to or protective of Plume than those in the Plume End User Terms for each of HomePass and WorkPass, respectively, located at www.plume.com/legal.

2. Provider is prohibited from marketing or reselling HomePass to any commercial subscribers or marketing or reselling WorkPass to any residential subscribers.

3. MCE may not be sold, and no equipment may be shipped, to Portugal or Canada (other than the provinces of Alberta, British Columbia, and Saskatchewan).

4. Provider and any Authorized User must use OpenSync enabled-hardware embedded with OpenSync device software (such hardware, "Enabled Hardware") to receive the benefit of MCE, and Provider acknowledges that Enabled Hardware is required for MCE to operate. Neither Provider nor Authorized Users may modify the Enabled Hardware delivered in connection with MCE or change any configuration parameters in any way without the express written consent of Adtran or its suppliers.

5. Under all circumstances Provider agrees that MCE shall continue to include "powered by Plume" branding, even if the Services include Provider's branding.

6. Adtran agrees to use commercially reasonable efforts to provide Provider written notice two (2) months prior to a discontinuation of the supply of any material portion of, or any material change to, MCE.

7. Provider is permitted to incorporate the Plume Design, Inc. ("Plume") trademarks identified at https://discover.plume.com/trademarks into Provider's advertising, marketing, and promotional materials on condition that any such use complies with the guidelines provided by Adtran to Provider, as they may be updated from time to time by Adtran or its licensors and/or suppliers. Provider shall at all times include "*Powered by Plume*" in any and all Provider documentation referring to Mosaic Customer Experience.

B. **Fiber Homes Pro**
The following terms and conditions apply specifically to Provider's use of Fiber Homes Pro:

1. DxTEL, under the brand name Fiber Homes, provides a real estate engagement platform and sales referral channel ("Fiber Homes Pro") designed to help Provider increase take-rates among new movers in their fiber service area.

2. As an authorized reseller of DxTEL Fiber Homes Pro, Adtran will invoice, and Provider will pay, the annual subscription fee billed in advance of service, within thirty (30) days following the date of such invoice. In the event of non-payment, Adtran and DxTEL / Fiber Homes reserve the right to remove the Provider address data from the Fiber Homes Pro platform. Neither Adtran or DxTEL is responsible for any loss or damage resulting for cancellation of services due to non-payment.

3. Fiber Homes Pro includes the following deliverables and services provided directly by DxTEL to Provider for up to two Provider brands:

    (i) Provider's addresses served by fiber designated as "Certified Fiber Homes" in all search results in Fiber Homes platform

    (ii) Fiber Homes certification badge displayed in results branded for Provider

    (iii) Fiber Homes Pro portal featuring branded sign-up for real estate agents, marketing materials for listing agents, branded landing page with products, pricing and relevant new mover promos for buyers' agent

    (iv) Access to pre-mover data generated from portal searches and listing registrations

    (v) Access to list of real estate agents registered for portal

    (vi) Fiber Homes real estate agent engagement toolkit and branded marketing materials based on templates

    (vii) One Featured Community Page on the Fiber Communities website

4. DxTEL / Fiber Homes will contact Provider directly for scope of work to initiate onboarding for services. Adtran hereby disclaims any and all liability for any delay or failure of DxTEL / Fiber Homes to onboard or provide Fiber Homes Pro.

Exhibit B

MOSAIC ONE SOFTWARE SUPPORT

Adtran

	Enhanced RG Support 1100-M1ENCSUPRG	Enhanced Support 1100-M1ENCSUP	Total Support Upgrade 1100-M1TOTALSUP	M1 AOE BUNDLES
Software Maintenance				
M1 Automatic Upgrades	✔	✔	✔	✔
SmartOS Device Custom Firmware Defaults	✔	✔	✔	✔
SmartRG custom configurations	✔	✔	✔	✔
Access to Patches & Updates (RG, Device Manager)	✔	✔	✔	✔
Access to Patches & Updates (TA5K, AOE)		✔	✔	✔
AOE Linux Base Application SW and Documentation				✔
AOE Graphical user Interface (GUI) Keys				✔
AOE Device Discovery Licenses (Cat I -40/Cat IV-40K)				✔
4 hours for AOE install/upgrade support				✔
Product Training				
Training Vouchers (2) ($1000/each value) to be used at Adtran scheduled training events				✔
World Class Product Support				
OUTAGE All requests for Outage Support must be initiated via Telephone and clearly communicated that the issue is Outage related. Outage response targets are measured 7x24 for telephone response. --- **NON-OUTAGE** Non-outage response targets are measured for Telephone initiated service requests. Non-outage requests for service made after normal business hours will be placed in the priority queue for the following business day.	OUTAGE <1 hrs 90% ------------------------ Non-Outage <6 hr 90%	OUTAGE <1 hrs 90% ------------------------ Non-Outage <6 hr 90%	OUTAGE <20 min 90% ------------------------------ Non-Outage <4 hr 90%	OUTAGE <1 hrs 90% -------------------- Non-Outage <6 hr 90%
Access to Adtran's Community Forum	✔	✔	✔	✔
Support Community Custom Dashboard			✔	

	1100-M1ENCHWSUP		1100-M1TOTALHWSU	
***Hardware Support**				
Hardware Repair Service: Repair/Return Customer Pays inbound. Adtran pays outbound via standard carrier.	✔		✔	
World Class Product Support				
OUTAGE All requests for Outage Support must be initiated via Telephone and clearly communicated that the issue is Outage related. Outage response targets are measured 7x24 for telephone response. -- NON-OUTAGE Non-outage response targets are measured for Telephone initiated service requests. Non-outage requests for service made after normal business hours will be placed in the priority queue for the following business day.	OUTAGE <1 hrs 90% ------------------------ Non-Outage <6 hr 90%		OUTAGE <20 min 90% ------------------------------ Non-Outage <4 hr 90%	

*Priced upon request.

Adtran

Exhibit C

PROVIDER DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**"), dated effective as of the Order Date is by and between **Adtran, Inc**. ("**Adtran**") and the Provider executing the order ("**Provider**").

1. **Definitions.**

   a. In this DPA:

      i. "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**", and "**Supervisory Authority**" have the meaning given to them in the GDPR;

      ii. "**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;

      iii. "**Data Subject Rights**" means Data Subjects' rights to information, access, rectification, erasure, restriction, portability, objection, and not to be subject to automated individual decision-making in accordance with Data Protection Law;

      iv. "**International Data Transfer**" means any transfer of Provider Personal Data from the EEA, Switzerland or the United Kingdom to an international organization or to a country outside of the EEA, Switzerland and the United Kingdom;

      v. "**Provider Personal Data**" means any Personal Data, the Processing of which is subject to Data Protection Law, for which Provider or Provider's customer is the Controller, and which is Processed by Adtran to provide the Services;

      vi. "**Subprocessor**" means a Processor engaged by Adtran to Process Provider Personal Data; and

      vii. "**Standard Contractual Clauses**" means the European Commission's standard contractual clauses for the transfer of personal data from the European Union to third countries (Module Two), as set out in the Annex to Commission Decision (EU) 2021/914.

   b. Capitalized terms used but not defined herein have the meaning given to them in the Agreement.

2. **Scope and applicability.**
   a. This DPA applies to Processing of Provider Personal Data by Adtran to provide the Services outside of the USA.

   b. The subject matter, nature and purpose of the Processing, the types of Provider Personal Data and categories of Data Subjects are set out in the Agreement and in **Appendix 1**.

   c. Provider is a Controller and appoints Adtran as a Processor on behalf of Provider. Provider is responsible for compliance with the requirements of Data Protection Law applicable to Controllers.

   d. If Provider is a Processor on behalf of other Controller(s), then Provider (i) is the single point of contact for Adtran; (ii) must obtain all necessary authorizations from such other Controller(s); (iii) undertakes to issue all instructions and exercise all rights on behalf of such other Controller(s); (iv) and is responsible for compliance with the requirements of Data Protection Law applicable to Processors.

   e. Provider acknowledges that Adtran may Process Personal Data relating to the operation, support, or use of the Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product and service improvement and development, and compliance with law. Adtran is the Processor for such Processing, will Process such data in accordance with Data Protection Law; and is solely responsible for the lawfulness of such Processing.

   f. Provider shall provide Data Subjects with a link to the Adtran Privacy Policy available at www.adtran.com/privacy and notify Data Subjects that the Adtran Privacy Policy describes how their Personal Data will be Processed by Adtran for its own business purposes.

3. **Instructions.**
   a. Adtran will Process Provider Personal Data to provide the Services and in accordance with Provider's documented instructions.

   b. The Controller's instructions are documented in this DPA, the Agreement, and any applicable statement of work.

   c. Provider may reasonably issue additional instructions as necessary to comply with Data Protection Law. Adtran may charge a reasonable fee to comply with any additional instructions.

   d. Unless prohibited by applicable law, Adtran will inform Provider if Adtran is subject to a legal obligation that requires Adtran to Process Provider Personal Data in contravention of Provider's documented instructions.

4. **Personnel**. Adtran will ensure that all personnel authorized to Process Provider Personal Data are subject to an obligation of confidentiality.

5. **Security and Personal Data Breaches.**
   a. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Adtran will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including the measures listed in **Appendix 2**.

   b. Provider acknowledges that the security measures in **Appendix 2** are appropriate in relation to the risks associated with Provider's intended Processing, and will notify Adtran prior to any intended Processing for which Adtran's security measures may not be appropriate.

   c. Adtran will notify Provider without undue delay after becoming aware of a Personal Data Breach involving Provider Personal Data. If Adtran's notification is delayed, it will be accompanied by reasons for the delay.

6. **Subprocessing.**
   a. Provider hereby authorizes Adtran to engage Subprocessors. A list of Adtran's current Subprocessors is included in **Appendix 3**.

   b. Adtran will enter into a written agreement with Subprocessors which imposes the same obligations as required by Data Protection Law.

   c. Adtran will notify Provider prior to any intended change to Subprocessors. Adtran may do so (i) by notifying the Provider in writing, or (ii) by making available an Adtran-managed URL, provided that Adtran shall inform Provider of such URL. Provider may object to the addition of a Subprocessor based on reasonable grounds relating to a potential or actual violation of Data Protection Law by providing written notice detailing the grounds of such objection within thirty (30) days following Adtran's notification of the intended change. Provider and Adtran will work together in good faith to address Provider's objection. If Adtran chooses to retain the Subprocessor, Adtran will inform Provider at least thirty (30) days before authorizing the Subprocessor to Process Provider Personal Data, and in case of a security threat, Provider may immediately discontinue using the relevant parts of the Services, and may terminate the relevant parts of the Services within thirty (30) days.

7. **Assistance.**
   a. Taking into account the nature of the Processing, and the information available to Adtran, Adtran will assist Provider, including, as appropriate, by implementing technical and organizational measures, with the fulfilment of Provider's own obligations under Data Protection Law to: (i) comply with requests to exercise Data Subject Rights;

(ii) conduct data protection impact assessments, and prior consultations with Supervisory Authorities; and (iii) notify a Personal Data Breach.

b. Adtran will maintain records of Processing of Provider Personal Data in accordance with Data Protection Law.

c. Adtran may charge a reasonable fee for assistance under this Section 7. If Adtran is at fault, Adtran and Provider shall each bear their own costs related to assistance.

8. **Audit.**
   a. Adtran must make available to Provider all information necessary to demonstrate compliance with the obligations of this DPA and allow for and contribute to audits, including inspections, as mandated by a Supervisory Authority or reasonably requested by Provider and performed by an independent auditor as agreed upon by Provider and Adtran. Unless mandated by a Supervisory Authority, Provider may not request the performance of an audit, including an inspection, more than once per year and must notify Adtran forty-five (45) days prior to any such audit or inspection.

   b. Adtran will inform Provider if Adtran believes that Provider's instruction under Section 8(a) infringes Data Protection Law. Adtran may suspend the audit or inspection, or withhold requested information until Adtran has modified or confirmed the lawfulness of the instructions in writing.

   c. Provider bears all costs related to audits, including inspections.

9. **International Data Transfers.**

   a. Provider hereby authorizes Adtran to perform International Data Transfers on the basis of an adequacy decision by the EU Commission, on the basis of Standard Contractual Clauses, or otherwise in accordance with Data Protection Law.

   b. By signing this DPA, Provider and Adtran conclude the Standard Contractual Clauses (Module Two), which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Provider; the "data importer" is Adtran; the governing law in Clause 17 and Clause 18 of the Standard Contractual Clauses is the law of the country where Provider is established; Appendix 1 and 2 to the Standard Contractual Clauses are Appendix 1 and 2 to this DPA, respectively; Clause 9, Option 2 with respect to the use of subcontractors shall govern; the optional docking clause is struck; and the optional indemnification clause is struck. Where Personal Data is transferred outside of the United Kingdom based on the Standard Contractual Clauses, the following changes apply: (i) references to Data Protection Law are replaced with references to applicable UK data protection law, (ii) references to the EU or Member States are replaced with references to the United Kingdom, (iii) references to EU authorities are replaced with references to the competent UK authority, and (iv) references to the Member State governing law in Clause 17 and Clause 18 of the Standard Contractual Clauses are replaced with references to the law of England and Wales.

c. If Adtran's compliance with Data Protection Law applicable to International Data Transfers is affected by circumstances outside of Adtran's control, including if a legal instrument for International Data Transfers is invalidated, amended, or replaced, then Provider and Adtran will work together in good faith to reasonably resolve such non-compliance.

10. **Notifications.** Provider will send all notifications, requests and instructions under this DPA to Adtran Legal Department at Adtran.Legal@adtran.com.

11. **Liability.** To the extent permitted by applicable law, where Adtran has paid damages or fines, Adtran is entitled to claim back from Provider that part of the compensation, damages or fines, corresponding to Provider's part of responsibility for the damages or fines.

12. **Termination and return or deletion.**
    a. This DPA is terminated upon the termination of the Agreement.

    b. Provider may request return of Provider Personal Data up to ninety (90) days after termination of the Agreement. Unless required or permitted by applicable law, Adtran will delete all remaining copies of Provider Personal Data within one hundred eighty (180) days after returning Provider Personal Data to Provider.

13. **Modification of this DPA.** This DPA may only be modified by a written amendment signed by both Adtran and Provider.

14. **Invalidity and severability.** If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Adtran

Appendix 1
Parties; Description of the Processing

A. **Data Exporter:**   Provider
    Data Importer: Adtran

B. **Data Subjects**

The Provider Personal Data Processed concerns the following categories of Data Subjects (please specify):

No.	Category
1.	End Users
2.	Service Providers

2. Categories of Provider Personal Data (please specify the Personal Data Processed on behalf of the Controller):

No.	Category
1.	End User IP Address
2.	Account Number
3.	DSLAM Name
4.	Shelf/Slot/Port
5.	KV Latitude
6.	KV Longitude
7.	End User Name
8.	End User Email ID
9.	End User Device ID, type, and manufacturer
10.	Service Provider User email address
11.	Device serial number and MAC address

3. Sensitive Data, if any:

No.	Category
1.	None

4**. Processing Operations:**

No.	Category
1.	Collection of the Data via • service provider user entry • secure API connection over HTTPS • Collection of data through automatic interaction with devices under management
AND/OR	

Adtran

Appendix 2

Adtran Technical and Organizational Measures

1. **Adtran Operating Procedure 05.09 – Information Security Program;**

2. **Adtran's ISO27001 SOA; and**

3. **The following:**

   A.   Encryption Measures

Measures or processes in which a clearly legible text/clearly legible information is converted into an illegible, i.e. not easily interpretable, character sequence (ciphertext) with the aid of an encryption procedure (cryptosystem):

Mosaic One requires TLS v1 or above for GUI or API access. It relies on AES for encryption.

   B.   Measures to ensure confidentiality

   1. Physical entry control

Mosaic One, as a SaaS offering, is hosted on AWS. Amazon implements and assures physical access control as part of its AWS cloud services. *See* https://aws.amazon.com/compliance/data-center/controls/

   2. System access control

User access is password protected. There are two scenarios Adtran provides directory services and a customer's existing directory service is used. Ability to set different user type admin versus non admin. Admin users are forced to have a 24 char password. Customers using their own dir. Services are required to implement similar procedures to ensure secure user access.

   C.   Data access control

Logic separation of tenants. Only select Adtran personnel have access to tenants.

   D.   Separation rule

Tenants are logically separate so one tenant cannot access information another tenant's deployment. Test, staging, and production deployments are separate. Where needed, the platform has the ability to encrypt information into storage. Note: no personally identifiable information currently stored in the system so currently no data is being encrypted while in storage.

   E.   Measures to ensure integrity

   1. Data integrity

The installation or patching processes ensure appropriate backups are taken prior to any upgrade.

   2. Communication control

User action information is captured in artifacts like web logs which can analyzed to determine which user has initiated which action.

3. Transport control

Substantially all information is read from or sent to the system by users using encrypted communication channels like TLS.

4. Input control

For Device Manager, user actions are logged and stored in the backend for future access. Mosaic One doesn't persist or modify data in any system currently.

F. Measures to ensure availability and resilience

1. Availability control

All software instances run on AWS public cloud instances in a load balanced and redundant configuration. This ensures the data is accessible 99.99% of the time. The cloud infrastructure, hosted by AWS, ensures for proper disk mirroring, cooling, and power supply.

2. Rapid recoverability

Data backups are taken periodically to protect against catastrophic failure. Systems are architected with data redundancy to ensure continuous availability of the information.

3. Reliability

Systems are architected with data redundancy to ensure continuous availability of the information.

Appendix 3
Subprocessors

1	AWS, Amazon.com, Inc. – Cloud software services