

## FRAMEWORK TERMS AND CONDITIONS OF SALES AND SERVICES

All orders by **customer** on behalf of itself and any subsidiary, parent company and/or entity under any parent company's direct or indirect control where "control" means ownership or control of more than 50% of the outstanding voting interests of the respective entity ("Affiliates") (individually and collectively, "**Customer**") for the sale of products and the provision of services by supplier on behalf of itself and its Affiliates (individually and collectively, the "**Supplier**"), shall be governed solely by the following terms and conditions ("Terms"):

### 1. ORDERING

Unless otherwise stated in Supplier's quotation, such quotation is valid for thirty (30) days. Any single purchase of products or services requires an order by Customer and a written acceptance of such order by Supplier. Customer orders shall be submitted as follows:

	<b>Legacy ADVA Product Lines:</b>	<b>OSA Cesium Tube Products:</b>	<b>Legacy Adtran Product Lines:</b>
<b>Legal Entity Name</b>	Adtran Networks North America, Inc.	Oscilloquartz SA	Adtran, Inc.
<b>Physical Address</b>	5755 Peachtree Industrial Boulevard Norcross, Georgia, 30092, USA	Avenue des Pâquiers 1, 2072 Saint-Blaise, Switzerland	901 Explorer Boulevard Huntsville, Alabama, 35806, USA
<b>E-mail Address</b>	NA-orders@adtran.com		

### 2. PRICES AND PAYMENT

The prices for the products and/or services are set forth in Supplier's quotation or then-current price list, which Supplier may change upon thirty (30) days' written notice at any time in its sole discretion. Prices exclude, and Customer is responsible for, all sales, use, service, value-added or similar taxes. The parties agree that any withholding taxes to be withheld by Customer according to applicable law in connection with the sale of products and rendering of services covered by the Terms (e.g., on licenses or technical services) shall be borne by Customer and Customer shall pay to Supplier the purchase price without deduction of any such withholding taxes (i.e., gross amount of the purchase price).

Payment is due thirty (30) days after Supplier's invoice date. All payments shall be made electronically. Supplier shall be entitled to conduct regular credit checks on Customer. Should Customer's credit rating adversely change or if Customer fails to pay invoices on time, Supplier may, in its sole discretion, unilaterally change the payment terms set out above. Supplier has the right to claim an interest of eighteen percent (18%) p.a. or the maximum amount allowed by applicable law on any past due account(s), and/or to suspend further deliveries where payment for any order has not been made by the due date. Customer shall reimburse Supplier for any and all costs and expenses of collection, including reasonable attorney's fees.

### 3. DELIVERY OF PRODUCTS

Delivery of hardware products shall be freight collect effected as FCA, Supplier's premises (Incoterms 2020). If Customer fails to indicate a specific freight carrier on the order or as otherwise mutually agreed in writing, Supplier may arrange appropriate transportation and invoice Customer the additional costs; in that case, Supplier shall deliver the products CPT (Incoterms 2020) with the place of delivery being Supplier's premises and the place of destination being Customer's premises, and Supplier will invoice Customer for all costs associated with delivering the products from the place of delivery to the place of destination and Customer shall immediately pay such invoice. In any event, a carrier shall not be deemed to be an agent of Supplier. Delivery of software products may be made by a Uniform Resource Locator ("URL") where the software license is available for immediate electronic download or other electronic delivery.

Supplier's delivery times are estimates only. Supplier may deliver products prior to the requested delivery date and may make partial deliveries of the products.

Title to and risk of loss and damage to hardware products shall pass to Customer upon delivery in accordance with the delivery terms above. Unless otherwise set forth herein, all title, ownership rights, and intellectual property rights in and to software products, firmware, deliverables, documentation and any other intellectual property will remain with Supplier or its licensors.

### 4. LICENSES AND PROPRIETARY CONTENT

Unless otherwise specified in writing by the parties, the limited licenses herein apply to the software and/or any intellectual property of the products and services provided under these Terms. Subject to timely payment of all applicable license fees to Supplier, Supplier grants Customer a non-exclusive, revocable (due to non-compliance under this Section 4), non-sublicensable, non-transferable (except in compliance with the assignment provisions within Section 11 "General") license to install or have installed, display, and use the object code versions of the software and/or any intellectual property provided in the service deliverables solely in accordance with the license entitlement for internal business purposes only and limited to the geographic region(s) of the US, number of individual users and/or devices, and/or in such configurations as expressly permitted by Supplier.

For clarity, software products and services shall exclude SaaS software, including Mosaic One software and related services and content, which shall be subject to separate terms as mutually agreed in writing by the parties. The software is the confidential and proprietary property of Supplier and/or its licensors.

The software and/or any intellectual property of the products and services constitute proprietary and confidential information of Supplier. Unless expressly provided in these Terms, Customer may not: (a) provide or otherwise make the software accessible to any third party; (b) transfer, sublicense or assign license rights to any third party; (c) copy, reproduce, modify, translate the software, or create derivative works of it; (d) reverse engineer, decompile, decrypt, extract, or otherwise disassemble the software; or (e) alter or remove any marks or proprietary notices.

Supplier may perform or have an independent party perform reasonable audits during normal business hours to determine whether Customer is in compliance with the obligations under this Section 4.

### 5. DOCUMENTATION

Supplier shall provide to Customer access to product documentation in electronic form in the English language. Supplier shall use commercially reasonable efforts to ensure the accuracy of its product documentation. All documentation is provided "AS IS" without warranty.

### 6. LIMITED WARRANTY

The following warranty terms are applicable to hardware products, software products, and services sold by Supplier and delivered under the Customer's order. The warranties are provided by Supplier only, and all warranted services must be obtained through Supplier. Supplier does not provide any additional warranties not expressly described below. The warranties extend only to the Customer and are not transferable. The warranties as set forth in this Section 6 shall collectively be referred to as "**Warranty**". Supplier products will substantially conform to their functional specifications and will be free from defects in workmanship or material under normal use during the warranty period. Any non-conformance as described herein is limited solely to the Warranty. All software Updates (as defined below), upgrades and new releases are provided "AS IS" without any warranty.

Hardware. All Supplier products have a twelve (12) month hardware warranty period from the date of shipment, except for the products noted below:

Products in the Oscilloquartz ("OSA") family have a twenty-four (24) month hardware warranty period from the date of shipment. If the OSA product contains a cesium tube, then such cesium tube shall have a degressive warranty of ten (10) years from the date of shipment, except for OSA 3230B ePRC

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products for which the tube has a degressive warranty of eight (8) years.

**Degressive Warranty.** Subject to the foregoing degressive warranty period(s), Customer's sole and exclusive remedy, and the entire liability of Supplier will be, at Supplier's option, to either provide a replacement or a credit (towards the purchase of a new cesium tube) for the unused portion of the warranty period calculated based on a straight-line depreciation of the original invoiced purchase price of such product.

Eligible NetVanta Enterprise switches and Enterprise Wi-Fi Access Point products have a limited lifetime Warranty period.

**Limited Lifetime Warranty.** Subject to the foregoing limited lifetime Warranty period with respect to eligible Netvanta Switches and Enterprise Wi-Fi Access Points for the sole benefit of the Customer, in addition to the product Warranty remedies as described below, if the in-warranty unit has failed and the unit is still currently produced, Supplier will use commercially reasonable efforts to ship a replacement the next business day after the defective unit has been returned by Customer in accordance with this Section and received by Supplier. In the event a product under this limited lifetime Warranty is discontinued by Supplier, the Warranty period is limited to its announced End of Life ("EoL") date.

**Software.** All Supplier software products have a ninety (90) day warranty period from the date of shipment. Supplier may, from time to time, provide Customer with software updates, patches, enhancements, or modifications ("Updates") relating to the products. Customer shall promptly install and use all such Updates in accordance with Supplier's instructions. Supplier shall not be responsible for any issues, errors, failures, or non-conformities in the products to the extent related to Customer's failure to promptly install or use any Updates.

**Product Warranty Remedies.** Subject to the above, Customer's sole and exclusive remedy and the entire liability of Supplier under this limited warranty will be, at Supplier's option, either to repair or replace the non-conforming product(s) under Warranty. In the unlikely event Supplier is unable to correct the non-conformance in accordance with the foregoing, Supplier shall take back the product against credit. Hardware products and spare parts may be refurbished.

Supplier's obligations under this limited warranty are conditioned upon Customer's prompt notification to Supplier of the non-conformance under the Warranty. Supplier shall have the right to inspect at Customer's facility any hardware product(s) claimed to have a non-conformance under the Warranty.

All replaced or repaired hardware products shall be warranted for the longer of ninety (90) days or the remaining warranty period for the product(s) being replaced or repaired. The ninety (90) day period covers only the actual repair(s) made to the product and is exclusive of potential non-related faults that may occur during the ninety (90) day period.

For products under Warranty, Supplier shall cover the costs of examination, repair or replacement, shipping, and insurance to return such products to Customer unless Supplier demonstrates that a returned product is in conformance with its Warranty, in which Customer will cover these costs. Expedited shipment at the request of Customer is at Customer's cost. If Supplier tested the product and demonstrates that a returned product is in conformance with its Warranty (i.e., No Fault Found ("NFF")), or any such non-conformance has been caused by any of the Warranty exclusions under this Section, Customer will be charged an NFF fee in accordance with Supplier's then-current pricelist.

Customer shall, at its expense, return the affected hardware product, adequately packaged, shipped, insured and in accordance with Supplier's then-current return instructions within its Return Material Authorization ("RMA") procedure. All returned products must be accompanied by an RMA number. In the event Supplier ships a replacement product under the V 12/2025

Warranty, the product returned under RMA shall become the property of Supplier.

The limited warranties herein solely apply to Supplier products. Supplier provides all third party products on an "AS-IS" basis without warranties of any kind. Supplier will pass through, to the extent permitted, the manufacturer's and/or licensor's warranties and Customer shall look solely to such manufacturer or licensor for warranty claims.

Services delivered by Supplier will, at the time of delivery, (i) reasonably conform to industry standards, and (ii) are subject to the terms and conditions in **Annex 1 'Specifications of Services'** (collectively, the "**Service Warranty**"). The Service Warranty period shall be thirty (30) days and will commence upon delivery of the service. Customer's sole and exclusive remedy and the entire liability of Supplier under this limited warranty will be, at Supplier's option, to correct the non-conforming service under the Service Warranty or, if Supplier is unable to correct such non-conforming service, to credit the respective service fee. Services, including those related to product or service warranties, may not be performed if Supplier reasonably believes that the conditions at Customer's site represent a safety or health risk.

**Dead-On-Arrival ("DOA").** Dead on Arrival refers to product that does not operate upon delivery. A DOA determination could apply to any product that upon installation does not function or fails upon initial power-up. Product purchased from Supplier will not be considered DOA if more than ninety (90) days have passed since it shipped from Supplier. Subject to product availability, for any product found to be DOA, Supplier will use commercially reasonable efforts to ship a replacement product the next business day to Customer. Customer agrees to return any DOA product to Supplier within thirty (30) days of the ship date of the replacement hardware in accordance with Supplier's then-current RMA procedure. If the defective DOA hardware is not returned within thirty (30) days, Customer agrees to pay the then-current list price for the replacement hardware immediately following the receipt of an invoice pursuant to the applicable order. Any replacement product will be warranted for the remaining warranty period of the original product and may be new or refurbished.

Upon delivery of the services, such services shall be deemed delivered and accepted unless Customer provides a written and reasoned objection within three (3) business days from the delivery date.

Customer may not assign warranties, rights or claims to third parties. The above warranties do not apply if the products: (i) have not been used in accordance with their documentation; (ii) have been used with non-Supplier product(s) or software not specifically authorized in writing by Supplier; (iii) contain modifications made by a party other than Supplier; (iv) have not been installed, operated, repaired, or maintained by Supplier or in accordance with instructions supplied to Customer; (v) have been subjected to unfavorable environmental conditions, misuse, negligence, damage, or accident; (vi) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which Supplier does not receive a payment of a purchase price or license fee. In addition, the warranties do not apply if the non-conformance under the Warranty is caused by or resulting from failure to permit Supplier timely access, remote or otherwise, to Supplier products if requested by Supplier; or if Customer fails to implement all new Updates to software products as instructed by Supplier.

FOR THE AVOIDANCE OF DOUBT, CUSTOMER MUST STRICTLY FOLLOW THE DOCUMENTATION AND INSTRUCTIONS PROVIDED BY SUPPLIER FOR ALL PRODUCTS CONTAINING A CESIUM TUBE. THIS DOCUMENTATION AND THESE INSTRUCTIONS INCLUDE BUT ARE NOT LIMITED TO: (i) PROPER POWER UP UPON RECEIPT; (ii) PROPER POWER UP EVERY SIXTY (60) DAYS; AND (iii) PROPER ELECTRO-STATIC SENSITIVE DEVICE HANDLING. IN THE EVENT CUSTOMER DOES NOT ADHERE TO THE REQUIREMENTS OF ALL SUCH DOCUMENTATION AND

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INSTRUCTIONS, THE WARRANTY OF SUCH PRODUCT SHALL BE VOIDED IN ITS ENTIRETY.

SUPPLIER DOES NOT WARRANT THAT THE PRODUCTS' PERFORMANCE WILL BE ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT BACK-UP COPIES OF ALL SOFTWARE AND DATA ARE MADE.

SUPPLIER ASSUMES NO RESPONSIBILITY OR PROVIDES NO WARRANTY FOR THE SIZING, SPECIFIC CONFIGURATION, FUNCTIONALITY OR PERFORMANCE OF AN INTEGRATED SYSTEM, OR ANY COMPATIBILITY OR INTEROPERABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER'S USE OF ANY THIRD PARTY PRODUCT IN COMBINATION WITH A SUPPLIER PRODUCT PROVIDES NO WARRANTY FOR THE COMPATIBILITY OR INTEROPERABILITY OF SUCH SUPPLIER PRODUCT AND SHALL VOID THE WARRANTY OF SUCH SUPPLIER PRODUCT IN ITS ENTIRETY IF NOT SPECIFICALLY AGREED IN WRITING AND/OR CERTIFIED BY SUPPLIER.

SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, AND NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER MATTER.

### 7. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Supplier shall indemnify and defend or, at its option, settle at its own expense any claim, suit, action or proceeding brought against Customer by a third party to the extent the product Customer purchased from Supplier under these Terms infringes any patent, copyright or trademark registered in the United States or EU country owned by such third party ("**Claim**").

Customer shall not concede the validity of, or settle, such a Claim from any third party without the prior written consent of Supplier.

Supplier shall pay all justified damages, costs, and reasonable attorney fees finally awarded against Customer under such Claims by a court of competent jurisdiction of last resort or in a settlement agreed to by Supplier. Customer will take all reasonable steps to cooperate with Supplier in Supplier's efforts to mitigate any potential damages, costs, and expenses incurred by Supplier.

Supplier's obligations under this Section shall only apply as set out above in this Section if Customer: (i) has purchased product subject to such Claim directly from Supplier; (ii) has given Supplier prompt written notice of any alleged Claims; (iii) has not acknowledged any such Claim; (iv) has allowed Supplier to control the defense and settlement of such Claims; and (v) has provided all reasonable assistance and information as may be reasonably requested by Supplier.

If, as a result of a Claim, Customer becomes enjoined or it is likely, in Supplier's opinion, that Customer will become enjoined from using the product(s) subject to such Claim, Supplier shall, at its option: (i) procure for Customer the right to use the product(s); (ii) provide Customer with non-infringing replacement product(s) or modify the product(s) so it becomes non-infringing, provided that the replacement product(s)/modified product(s) meets substantially the same functional specifications; or (iii) for the case of a hardware product(s) (including firmware) only upon return of the infringing product(s), refund to Customer the purchase price reasonably depreciated on a linear basis over three (3) years. For clarity, Supplier's subscription software products are excluded under this subsection (iii).

Supplier will have no liability with respect to any Claim(s) attributable to: (i) specifications or designs provided or requested by Customer; (ii) Supplier's compliance with any published industry standard(s); (iii) modifications or alterations made by Customer; (iv) the combination, operation, or use of any product with any third party product not delivered by Supplier; (v) use of the product not in compliance with applicable laws, regulations, V 12/2025

and standards; or (vi) or use of a prior version of a product (including standalone software products) to the extent that a current version is non-infringing.

This Section states the entire liability of Supplier with respect to Claims. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS TO THE EXTENT PERMITTED BY APPLICABLE LAW.

### 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, THE FOLLOWING PROVISIONS SHALL EXCLUSIVELY GOVERN THE LIABILITY OF SUPPLIER REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED INCLUDING, BUT NOT LIMITED TO, LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, UNDER WARRANTY, INDEMNITY OR GUARANTEE.

SUPPLIER IS NOT LIABLE FOR LOSS OF USE, PROFIT, SAVINGS, GOODWILL, BUSINESS, OR CUSTOMERS, LOSS OR DAMAGE TO DATA OR SOFTWARE, THIRD PARTY CLAIMS BEYOND THOSE STIPULATED IN SECTION 7, OR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR FOR ANY OTHER LOSS OR DAMAGE OF A SIMILAR NATURE.

THE AGGREGATE LIABILITY OF SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL BE LIMITED TO A TOTAL OF TWO HUNDRED FIFTY THOUSAND US-DOLLARS (\$250,000.00 USD).

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY FOR DAMAGE CAUSED BY INTENTIONAL ACTS, FOR BODILY INJURY (INCLUDING DEATH) AND TO THE EXTENT SUCH LIMITATIONS ARE NOT PERMITTED UNDER MANDATORY STATUTORY LAW. THESE LIMITATIONS OF LIABILITY SHALL ALSO APPLY FOR THE BENEFIT OF SUPPLIER'S AFFILIATED COMPANIES, SUBCONTRACTORS, DIRECTORS, OFFICERS AND EMPLOYEES.

Customer shall be obligated to immediately notify Supplier in writing of any damage within the meaning of the aforementioned liability provisions so that Supplier is informed as early as possible and, together with Customer, may be able to minimize the loss. Customer shall use reasonable efforts to mitigate any and all losses.

### 9. COMPLIANCE

Customer warrants and represents that Customer will comply with Supplier's: (a) Corporate Ethics and Compliance policy, and its Code of Business Conduct (<https://www.adtran-networks.com/de-de/about-us/corporate-ethics-and-compliance>), (b) Adtran Corporate Privacy Policy (<https://www.adtran.com/en/about-us/legal/privacy-policy>), and (c) Privacy Statement (<https://www.adtran-networks.com/en/about-us/legal/privacy-statement>), subject to periodic modifications by Supplier; and will provide training to relevant employees regarding all applicable laws and regulations pertaining to bribery, corruption and prohibited business practices, including the U.S. Foreign Corrupt Practices Act; and will not partake in any actions in violation of such laws and regulations.

Non-personal data generated under these Terms through the use of products and/or services may be used by Supplier solely for the purposes of these Terms and other legitimate business purposes, including but not limited to product and service improvement, analytics, developing and improving artificial intelligence models, and compliance with legal obligations, provided such use does not adversely affect the other party's legitimate business interests. Such data may be shared with third parties solely for these purposes, and Supplier shall ensure that such third parties are contractually bound to confidentiality and restricted from further sharing or using the data beyond the agreed purposes.

### 10. DISPUTE RESOLUTION

Each party agrees that any disputed claim or controversy arising out of or in connection with these Terms or any subsequent

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purchase of products or services by Customer hereunder shall be exclusively and finally settled by the courts in New York City, New York, USA. The parties waive their right to a jury trial.

The rights and obligations of the parties under these Terms, as well as under any single order, shall be governed by the substantive law in force in the State of New York without regard to its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

### 11. GENERAL

Customer and Supplier undertake to keep information relating to the product, services, business and pricing confidential at least with the same degree of care with which they treat and protect their own confidential information.

Each party hereto may use AI tools solely for internal purposes or through third-party subcontractors on its behalf (if applicable), and the party remains responsible for ensuring all outputs and data remain confidential.

Neither party shall be liable for the failure to perform any of its obligations under these Terms if such failure is caused by the occurrence of any act of force majeure or any other contingency beyond its reasonable control or that of its subcontractor. Supplier may, in its sole discretion, utilize persons or companies to perform all or part of its obligations under these Terms. Supplier's use of subcontractors shall in no way affect or relieve Supplier of its obligations under these Terms.

Customer and Supplier are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party.

Customer represents to comply with all U.S. and any other applicable government export control regulations whenever Customer (re-) exports products or technical data obtained from Supplier. The foregoing terms and conditions shall survive the expiration or termination of these Terms.

For any products or services purchased in connection with these Terms that fall under the scope of Article 12(f) and 12(g) of Council Regulation (EU) No 833/2014 and Article 8(g) of Regulation (EC) No 765/2006 ("**Covered Goods**"), the parties agree as follows: (i) Customer shall not sell, export or re-export, directly or in-directly, to the Russian Federation or the Republic of Belarus, or for use in the Russian Federation or the Republic of Belarus, any Covered Goods; (ii) Customer shall undertake its best efforts to ensure that the purpose of **subsection (i)** is not frustrated by any third parties further down the commercial chain, including by possible resellers; (iii) Customer shall setup and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of **subsection (i)**; (iv) any violation of **subsection (i), (ii), or (iii)** shall constitute a material breach of an essential element of these Terms, and Supplier shall be entitled to seek appropriate remedies including, but not limited to, (a) termination of these Terms; and (b) a penalty of one hundred percent (100%) of the total value of these Terms or price of the Covered Goods exported, whichever is higher; (v) Customer shall immediately inform Supplier about any problems in applying this **subsection (i), (ii), or (iii)**, including any relevant activities by third parties that could frustrate the purpose of **subsection (i)**. Customer shall make available to Supplier information concerning compliance with the obligations under this **Section** within two (2) weeks of the simple request of such information.

As part of the European Directive on Waste Electrical and Electronic Equipment ("**WEEE**" Directive 2012/19/EU) and similar national laws that aim to reduce the waste of electronic equipment, Supplier offers an environmentally friendly recycling process for its products that allows Customer to return, at its cost, products at the end of their use to Supplier. If Customer

does not return products to Supplier, Customer must dispose products on its own and shall cover all associated costs.

Any waiver of any provision of these Terms, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an exception of non-enforcement of that or any other provision or right. If any provision contained in these Terms is found to be invalid by a court having jurisdiction, all other provisions of these Terms shall remain in full force and effect and there shall be a substitution for said invalid provision with a valid provision having an economic effect as similar as possible.

These Terms shall become effective upon the date of the last signature and continue for an initial period of two (2) years. Thereafter, these Terms will automatically renew for an unlimited number of additional one (1) year terms unless either party notifies the other party in writing of its intention not to renew at least three (3) months prior to the end of the renewal period then in effect. To the maximum extent permitted by the applicable law, any party may terminate these Terms, any order, or license by written notice with immediate effect upon the occurrence of either one or more of the following: (i) in the event the other party voluntarily files a petition in bankruptcy or has such petition involuntarily filed against it (which petition is not discharged within thirty (30) days after filing), or is placed in an insolvency proceeding; or (ii) in the event the other party is in material or persistent breach of any of the terms herein and either that breach is incapable of remedy or the other party fails to remedy that breach within thirty (30) days after receipt of a written notice from the other party requiring remedy. Terms herein that by implication ought to survive will survive the expiration or termination of these Terms. Such terms include without limitation those related to warranty, limitation of liability, confidentiality and dispute resolution. No terms or conditions other than those specified herein shall be applicable, in particular not those stated or mentioned in any Customer order. These Terms may not be assigned by either party without the prior written consent of the other, unless by way of merger or the sale of substantially all of the assets of a party ("**Successor**"); provided that (i) Customer provides prior written notice to Supplier thereof, and (ii) Successor is not a direct competitor of the non-assigning party. These Terms contain the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings whether written or oral, express or implied. Amendments or additions to the Terms shall be made in writing by the parties or by using electronic signatures.

### Annex 1 'Specifications of Services'

(continued)

## Annex 1 'Specifications of Services'

**1. General**

- 1.1. Customer purchases from Supplier the maintenance services for purchased products and/or purchased software described in the respective quotation and matching order (the "Maintenance Services").
- 1.2. Maintenance Services do not cover:
  - a) Products purchased through a non-authorized source or the purchase of used products;
  - b) Products from which the serial numbers are removed;
  - c) Product defects or damages caused by Customer's negligence or misuse, usage outside of the products' technical specifications, usage outside the products' environmental range specified by Supplier, usage with non-Supplier's products or software (not specifically authorized in writing by Supplier), or interworking with third party or wrongly configured network elements;
  - d) Product defects or damages caused by force majeure;
  - e) Any modifications of the product or software by anyone other than Supplier or its authorized parties;
  - f) Products that have reached the Supplier's published end of life date;
  - g) Passive components such as filler cards, cables, fiber jumpers and attenuators;
  - h) Software that was not installed according to the specific requirements set forth in Supplier's documentation;
  - i) Software for which Customer failed to implement Updates, as instructed by Supplier; or
  - j) Any work at Customer's sites where unsafe conditions are present and/or not compliant with local health and safety regulations.
- 1.3. If the purchased Maintenance Services include the remote diagnosis of the correct functioning of the products, Customer shall allow reasonable remote system access to the products to enable Supplier to perform the remote diagnosis and remedial actions as may be required. Customer acknowledges that delays caused by inaccessibility to the products may result in service delays.
- 1.4. Hardware, installation materials, or tools that are required in support of upgrading to new embedded software releases is not provided by Supplier within the scope of the Maintenance Services.
- 1.5. Products of the same product type at the same site must be covered by the same level of Maintenance Services. Otherwise, Supplier will provide services only at the lower Maintenance Services level.
- 1.6. Maintenance Services cannot be cancelled, in full or in part, during the agreed period as per Supplier's quotation and Customer's order.
- 1.7. Supplier reserves the right to suspend and/or terminate all Maintenance Services if Customer does not fulfill any of its obligations, in whole or in part, under the Agreement.
- 1.8. If Customer ordered software that is covered by the purchased Maintenance Services, Supplier will provide support for the then-current and two prior major releases of such software.

**2. Product Returns**

- 2.1. Customer must use Supplier's then-current return instructions within its RMA procedure to return products. Unless otherwise agreed, Customer shall ship the affected product DAP, Supplier's premises (Incoterms 2020) and Supplier shall ship the repaired or replaced product DAP, Customer's given return address (Incoterms 2020).
- 2.2. For Maintenance Services that include advanced replacement for products, Customer will provide detailed information about the product that need to be replaced such as serial numbers, part numbers, network configurations, and the exact location where the replacement product shall be shipped. Supplier will ship the replacement product DAP, Customer's premises (Incoterms 2020). In this event, Customer shall return the affected product that is intended to be replaced, adequately packaged, shipped, and insured,

within ten (10) business days from Supplier's delivery of the replacement product using the package in which the replacement product came in and the return-label/e-label provided by Supplier or Supplier's local service provider. If Customer fails to comply with the foregoing, Supplier will invoice Customer the price of the replacement product in accordance with Supplier's then-current price list, payable pursuant to the terms of the Agreement from receipt of the invoice, and Customer agrees to pay for the non-returned product. The replacement product will become property of Customer upon payment or receipt of the defective product by Supplier, and in the latter case, the defective product becomes the property of Supplier.

- 2.3. If Supplier reasonably finds that a returned product is in conformance with its specifications (thus, an NFF), or any such non-conformance caused by any of the warranty exclusions under the Agreement, Customer will be charged an NFF fee in accordance with Supplier's then-current price list.

**3. Fees, Payment**

- 3.1. Maintenance Services are subject to payment of a fee ("Maintenance Fee") and are exclusive of any and all taxes. Customer will pay Supplier the full agreed Maintenance Fee for the purchased Maintenance Services annually in advance prior to Supplier's commencement of the Maintenance Services.
- 3.2. If the Maintenance Services include a network with a product and software Installed Base ("IB") valued at less than \$100,000.00 USD, a minimum annual Maintenance Fee as proposed within Supplier's then-current price list or official quotation shall apply and is intended to cover any additional purchases under the same Maintenance Services purchased by Customer for the duration of the Annual Service Period. If during the Annual Service Period the total IB value increases beyond \$100,000.00 USD, Supplier reserves the right to re-quote the Maintenance Services to cover the increased IB for the duration of the Annual Service Period. At the end of the Annual Service Period, Supplier shall reevaluate the then-current IB value and provide an official quotation of the applicable Maintenance Fee accordingly.
- 3.3. Customer may reinstate lapsed Maintenance Services by paying the then-current Maintenance Fee for the period from the end of the previous Maintenance Services period to the date Maintenance Services are reinstated. Maintenance Services that have lapsed for more than six (6) months may be reinstated at the sole discretion of Supplier subject to an additional recertification fee and an onsite, physical certification inspection to determine whether the products are in good operating condition. Recertification fees must be paid within seven (7) days from receipt of the invoice.

**4. Maintenance Descriptions**

- 4.1. Supplier shall include descriptions of the Maintenance Services within its official quotation submitted to Customer as requested.