Mosaic Customer Experience Management Platform
Powered by Plume

General Terms and Conditions

These Mosaic Customer Experience Management Platform General Terms and Conditions ("Agreement") are effective on as of the date set forth in the applicable Order and are between ADTRAN, Inc. ("ADTRAN"), a Delaware corporation, with its principal place of business located at 901 Explorer Boulevard, Huntsville, Alabama 35806 USA and the Company signatory of such Order (hereinafter defined). In the event of a conflict between this Agreement and the Order, this Agreement controls unless the terms of the Agreement expressly indicates that the Order controls. In consideration of the mutual covenants herein provided, the Parties agree as follows:

1) Mosaic Customer Experience. ADTRAN hereby authorizes Company to re-sell Mosaic Customer Experience Powered by Plume (the “Subscription Service”) on a subscription basis to Company’s customers (“End Users”). Subscription Services may not be sold, and no equipment may be shipped, to Portugal or Canada (other than the provinces of Alberta, British Columbia, and Saskatchewan). The Subscription Services are further described in the Services Description attached hereto and incorporated by reference herein as Exhibit A, and include a suite of End User products and enterprise products for use in the Company’s network.

2) Orders. Company’s electronic or written acceptance of the terms of an Order for Subscription Services (an “Order”) prepared by ADTRAN or its authorized representative is a binding order for Subscription Services that incorporates the terms of this Agreement. ADTRAN will issue Company an Order confirmation via email.

3) Enabled Hardware. End Users must use OpenSync enabled-hardware embedded with OpenSync device software (such hardware, “Enabled Hardware”) to receive the benefit of the Subscription Services, and Company acknowledges that Enabled Hardware is required for the Subscription Services to operate. Company is responsible for all lost, stolen or broken equipment and may be required to purchase a replacement to continue Subscription Services for End Users.

4) Term of Orders. The term of the Subscription Services begins on the date of the Order (“Order Date”) and continues for a term of two (2) years, or other such term as stated in the Order (the “Initial Term”). Upon expiration of the Initial Term, the term is automatically renewed for successive one-year terms (a “Renewal Term”), unless a Party provides at least sixty (60) calendar days’ advance written notice prior to the expiration of any Renewal Term this it will not renew the Agreement. (The Initial Term and any Renewal Terms are collectively, the “Term”).
5) BILLING, CHARGES AND PAYMENT.

a) PAYMENT METHOD. Company agrees to make payment by the method set forth in the Order. Company agrees to notify ADTRAN in writing of any change to the payment method, including but not limited to changes in account number, expiration date or billing address.

b) PAYMENT. Company authorizes ADTRAN to invoice for equipment purchases and onboarding charges set forth in the Order following the Order Date, and to periodically charge, on a going-forward basis, Company’s account for the monthly subscription fees set forth in the Order (“Monthly Subscription Fee”). Company authorizes the automatic payment of the Monthly Subscription Fee in advance of each month’s services. Company agrees to pay the Monthly Subscription Fee within thirty (30) days following the receipt of an invoice therefor.

c) MONTHLY INVOICE. ADTRAN will provide a monthly invoice for the Monthly Subscription Fee and will bill all charges invoiced to Company’s account provided. The invoice may include prorated charges to take into account any partial month that may occur as the result of the date Subscription Services are initiated.

d) TAXES, SURCHARGES, AND REGULATORY FEES. ADTRAN reserves the right to charge to Company any applicable taxes and surcharges as required by law, or required to offset costs incurred by ADTRAN in complying with federal, state, and/or municipal obligations relating to the Subscription Services provided.

e) CREDIT TERMS. All Subscription Services provided to Company shall at all times be subject to credit approval or review by ADTRAN. Company agree to provide such credit information or assurance as reasonably requested by ADTRAN at any time.

f) LATE/NON-PAYMENT. If any charges for the Subscription Services are due but unpaid for any reason including, but not limited to, insufficient funds or declined credit card charges, ADTRAN may charge a late fee of the lesser of 1.0% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by ADTRAN.

g) BILLING DISPUTES. Company must dispute any charges for Subscription Services in writing within sixty (60) days of the date of the invoice or Company waive any objection and further recourse. 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 35814-4000.

6) END USER INVOICING; TERMS. Company will invoice its End Users directly. Company’s obligation to pay any balance owed to ADTRAN under this Agreement will in no way be related to or dependent upon Company’s receipt of payment from any third party. Company agrees that as between ADTRAN and Company, Company is
solely responsible for managing End User relationships (including but not limited to End User accounts, billing, terminations, contracts, and compliance with all applicable laws). Company agrees to re-sell the Subscription Services to End Users on terms no less favorable to or protective of ADTRAN or its licensors than those set forth in this Agreement and in the Membership and Cloud Services Agreement available at https://www.plume.com/legal?tabId=terms.

7) **USE OF TRADEMARKS; PUBLICITY.**

a) **TRADEMARKS.** ADTRAN grants to Company, during the Term of this Agreement, the right 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, Company is permitted to incorporate (i) advertising, marketing and promotional materials provided by ADTRAN and/or its licensors (“Advertising Materials”); and (ii) the Plume Design, Inc. (“Plume”) trademarks identified at https://discover.plume.com/trademarks (the “Licensed Trademarks”) into Company’s advertising, marketing, and promotional materials (the “Company Materials”), on condition that any such use complies with the guidelines provided by ADTRAN and/or Plume to Company, as they may be updated from time to time by ADTRAN and/or Plume. Company agrees to provide a copy of its Company Materials to ADTRAN upon request, and acknowledges and agrees that the quality and nature of its Company Materials shall be consistent with generally accepted standards in the consumer electronics field. Company agrees to promptly cease all use of the ADTRAN Marks, Advertising Materials and/or Licensed Trademarks upon ADTRAN or Plume’s written request.

b) **POWERED BY PLUME.** Company may use any documentation concerning the Subscription Services provided by ADTRAN to Company (“Documentation”). However, Company shall at all times include “Powered by Plume” in any and all Company Materials that include the Subscription Services. Upon Company’s request, the Plume Mobile App may include Company’s branding along with “Powered by Plume.”

c) **PUBLICITY.** ADTRAN and Company shall have the right to publicize the fact that Company is a user of the Subscription Services and to list Company’s name on ADTRAN’s standard customer lists and promotional and marketing materials. Company will be provided with an advance copy of any press release incorporating Company information and given an opportunity to reject, or make changes to, such press release provided Company approval shall not be unreasonably withheld.

8) **TRAINING.** Company agrees to train its customer service and sales personnel on the Subscription Services which ADTRAN will support by providing training to Company.

9) **TECHNICAL SUPPORT.** Company acknowledges and agrees that Company is responsible, and not ADTRAN, for any and all technical support provided to End Users.
ADTRAN provides telephone or other customer support to Company, which may be accessed at the means and at the times identified by ADTRAN in a separate services description or otherwise. Problem areas outside the scope of ADTRAN’s ability to troubleshoot include, but are not limited to the following: (a) End User supplied equipment or equipment provided by Company and not by ADTRAN; (b) End User in-house wiring, WAN and LAN infrastructure; (c) data network connectivity, rights/privileges, IP address changes; and (d) End User site power.

10) RESTRICTIONS. Company shall not and shall not attempt to, directly or indirectly (i) reproduce, modify, create derivative works based on, or reverse engineer all or any portion of the Subscription Services for any reason including to create, market, or distribute any product or service that is competitive with the Subscription Services in which ADTRAN or its licensors has a proprietary interest under applicable intellectual property law, (ii) transfer, sell, license, or disclose the Subscription Services or relevant documentation to, or permit use of or access to the Subscription Services or relevant documentation by, any person or entity other than Company or End Users, (iv) remove, alter, or obscure any intellectual property or similar notice contained or included on any Subscription Services or relevant documentation or Advertising Materials, (v) contest, challenge, or otherwise make any claim or take any action adverse to ADTRAN’s or its licensor(s)’ ownership of, or interest in, the Subscription Services, relevant documentation, ADTRAN Marks, Advertising Materials, or Licensed Trademarks, or (vi) engage in any deceptive, misleading, or unethical practices in connection with its activities under this Agreement. Neither Company nor its End Users may modify the Enabled Hardware delivered in connection with Subscription Services or change any configuration parameters in any way without the express written consent of ADTRAN.

11) INDEMNIFICATION.

a) BY ADTRAN. ADTRAN shall defend, indemnify, and hold harmless Company and its directors, officers, employees, and agents (the “Company Parties”) from and against any and all claims, actions, suits, proceedings, obligations, license demands, liabilities, orders, damages, costs and expenses (including reasonable attorneys’ fees) (collectively, “Claims”) asserted or brought against the Company Parties by any third party, whether in the US or in any foreign country, that arise out of or relate to (a) ADTRAN’s violation of Applicable Law; (b) ADTRAN’s breach of Section 18 (Privacy; End User Data), and/or (c) the authorized use of the Subscription Services by Provider and/or its End Users infringe upon or misappropriate a third party’s Intellectual Property rights; except that ADTRAN has no obligation to defend, indemnify, or hold harmless any Company Party for any Claim to the extent arising out of or based upon a (i) use or distribution of the Subscription Services by Company or its End Users in breach of this Agreement, (ii) a combination by Company or its End Users of the Subscription Services with any hardware, software, or other materials not specified or provided by ADTRAN or its licensors, or otherwise required for the intended use of the Subscription Services, (iii) modifications by Company or its End Users to the Subscription Services not authorized by the ADTRAN Parties, or (iv) Company’s or End User’s failure to
implement a work-around, release, update or other modification to or for the Subscription Services or Enabled Hardware as reasonably provided or directed by ADTRAN Parties at no additional cost to Company or End Users (the Claims listed in clauses (i)-(iv) are “Company Claims”). In the defense, settlement, or avoidance of any Claim, and in addition to but not in lieu of any other obligation set forth in this Section 11(a), An ADTRAN Party may, at its option and (subject to Company’s obligations under Section 11(b)) its expense, (A) replace or modify any allegedly infringing Subscription Services, and/or (B) obtain a license for Company and its End Users to continue using any of the allegedly infringing Subscription Services. If an ADTRAN Party determines in good-faith business judgment that the remedies set forth in clauses (A) and (B) in the foregoing sentence are not available on commercially reasonable terms, Company shall stop (and require its End Users to stop) using the allegedly infringing Subscription Services, and ADTRAN may stop providing such Subscription Services. If doing so would materially frustrate the purpose of this Agreement, either Party may terminate this Agreement without cost or liability, except that ADTRAN will reimburse Company any pre-paid fees for Subscription Services not rendered. Company acknowledges that this Section 11(b) states Company’s sole and exclusive remedies and ADTRAN Parties’ sole liability and responsibility with respect to any actual or alleged infringement of intellectual property rights in connection with this Agreement.

b) **BY COMPANY.** Company shall defend, indemnify, and hold harmless ADTRAN and its licensors and suppliers, and its and their directors, officers, employees, and agents (“ADTRAN Parties”) from and against all Claims asserted or brought against ADTRAN Parties by any third party (A) (A) to the extent arising out of or based upon Company Claims; (B) that arise out of relate to allegations that the authorized use of Company or End User patents, trademarks, copyrights, trade secrets or other valid intellectual property (collectively, “Intellectual Property”) infringes upon or misappropriates a third’s party’s Intellectual Property rights, or (C) that arise out of or relate to (i) Company’s breach of Section 18 (Privacy; End User Data); (ii) any breach of any agreement between Company and any End User; (iii) warranties or representations which differ from the warranty and documentation provided to Company by ADTRAN or its licensors; and (vi) Company’s failure to include any required terms in its agreements with End Users.

c) **PROCEDURES.** A Party seeking indemnification under this Section shall (i) promptly notify the indemnifying Party of any Claim (but the indemnified Party’s failure to provide or delay in providing that notice will not release the indemnifying Party from its obligations under this Section, except to the extent the failure or delay materially prejudices the indemnifying Party), and (ii) provide reasonable cooperation in the investigation and defense of such Claim at the indemnifying Party’s expense. The indemnifying Party has the right to assume control of the defense of any such Claim subject to indemnification hereunder, except that the indemnified Party shall have the right to participate and to employ its own counsel at its own expense. The indemnifying Party shall not, without the prior written consent of the indemnified Party, agree to the settlement, compromise, or discharge of any Claim.
12) **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTIONS 11, 15 AND 16, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING LOST PROFITS) OR (B) ANY DAMAGES IN EXCESS OF THE AMOUNT PAID BY COMPANY TO ADTRAN IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, IN EACH CASE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

13) **WARRANTY; DISCLAIMERS.** ADTRAN represents and warrants to Company that (i) the Subscription Services will conform in all material respects to the Documentation and Services Description as set forth in Exhibit A; (ii) the functionality of the Subscription Services will not be materially decreased or materially impaired during the Term, and (iii) ADTRAN will use commercially reasonable efforts to ensure that no virus or other malware is introduced by ADTRAN or its licensors into the Subscription Services and the operating environments used to provide the Subscription Services. ADTRAN shall use reasonable commercial efforts to give advance, or if not possible prompt, notification of any unavailability, limitation, or interruption of the Subscription Services. If the Subscription Services do not function in accordance with Exhibit A, ADTRAN agrees to repair and restore the Subscription Services at ADTRAN’s expense. In addition to any other remedies provided by law, ADTRAN shall, at ADTRAN’s expense, promptly repair or replace the Subscription Services. The foregoing warranty does not apply insofar as (i) the Subscription Services are subjected to misuse, neglect, or accident by Company or its End Users, or are used in an environment, in a manner or for a purpose for which they were not designed as specified by ADTRAN or its licensors (ii) the claims result from acts or omissions of any person other than ADTRAN or its licensors, or (iii) the failure of the Subscription Services was caused by hardware, software, or services provided by Company or its End Users and not by ADTRAN (“Warranty Exceptions”). OTHER THAN EXPRESSLY SET FORTH HEREIN, NEITHER ADTRAN NOR ANY OF ITS SUBSIDIARIES, PARTNERS, PROVIDERS, LICENSORS OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION AND FUNCTIONALITY OF THE SERVICES OR ANY CONTENT TRANSMITTED OR MADE AVAILABLE BY OR THROUGH THE SUBSCRIPTION SERVICES. ADTRAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, ADTRAN DOES NOT WARRANT THAT USE OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SUBSCRIPTION SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

14) **INTENTIONALLY OMITTED.**
15) PROPRIETARY RIGHTS. Company acknowledges, that as between the Parties, ADTRAN and/or its licensors is and will be the exclusive owner of all right, title, and interest in the Subscription Services, ADTRAN Marks, Advertising Materials, and Licensed Trademarks. If Company acquires any rights in or to any of the foregoing (other than the rights granted herein), Company hereby irrevocably assigns all such rights to ADTRAN. Company hereby grants to ADTRAN a non-exclusive, perpetual, irrevocable, assignable, worldwide license to use any suggestion or idea for products or services related to the Subscription Services that Company communicates to ADTRAN (“Feedback”), without compensation, without any obligation to report on such use, and without any other restriction. The foregoing license includes, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses to and otherwise disclose such Feedback to the public. All Intellectual Property rights that are owned, licensed or controlled by a Party at the commencement of this Agreement and thereafter will remain under the ownership, license or control of such Party throughout the term of this Agreement and thereafter.

16) CONFIDENTIALITY. ADTRAN may make available to Company certain oral or written information including, but not limited to, engineering and technical data, test and analysis data, marketing, application and End User information, price lists, product and other specifications (including but not limited to the Products), and new product information (“Confidential Information”). Such information may be deemed Confidential and so marked or identified as such at the time of its transmission to Company, and neither Company nor its agents, employees, assigns, or successors in interest shall disclose any such Confidential Information to any third party(ies) without the prior written consent of the ADTRAN. Upon termination or cancellation of this Agreement, all such Confidential Information shall, at the option of ADTRAN, be immediately returned to ADTRAN or destroyed by Company. ADTRAN may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of Company’s obligations under this Section. This Section shall survive any termination or cancellation of this Agreement.

17) TERMINATION.

a) TERMINATION FOR CAUSE. If either Party breaches any material obligation of this Agreement, the other Party will give written notice of such default, and, if the Party in breach has not cured the default within thirty (60) calendar days following receipt of such notice, the non-breaching Party will have the right to terminate this Agreement or any Order without liability or penalty. Notwithstanding the foregoing, ADTRAN, at its option, may terminate this Agreement and any Order on written notice to Company if Company: (i) fails to pay any amount due under this Agreement or any Order; (ii) admits in writing its inability to pay its debts generally as they become due; (iii) makes a general assignment for the benefit of creditors; (iv) institutes proceedings to be adjudicated as voluntary bankruptcy, or consents to the filing of a petition of bankruptcy against it; (v) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (vi) 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 (vii)
breaches any of its obligations under Sections 10 (Restrictions) or 16
(Confidentiality).

b) **EFFECT OF TERMINATION.** Upon termination of this Agreement by ADTRAN for
cause, Company agrees that the remaining balance of the payments for
Subscription Services for the then-current Term shall be immediately due and
payable without further notice or demand, and all rights of Company to re-sell the
applicable Subscription Services shall terminate, unless otherwise agreed by
ADTRAN in writing. Upon termination or expiration of this Agreement for any
reason, Company must immediately cease re-selling the Subscription Services and
shall cease, and cause its End Users to cease, using the Subscription Services and
any materials identifying or referring to the Subscription Services (including
Advertising Materials and Licensed Trademarks); provided, however, ADTRAN may,
at its election and upon written notice to Company, continue to provide Subscription
Services on the terms and conditions set forth herein to Company and any End User
that previously subscribed to the Subscription Services, provided Company
continues to pay the fees for the Subscription Services.

18) **PRIVACY; END USER DATA.**

a) Certain information about Company and its End Users is subject to our Privacy
Policy posted at [www.adtran.com/policy](http://www.adtran.com/policy). In addition to the collection and use of
Company’s and/or End User’s personal data through the ADTRAN websites (“Sites”)
as described in the Privacy Policy and in connection with any technical support as
set forth in Section 9, ADTRAN may collect and use personal data and other
information through (i) services and software accessible or downloadable in
connection with the Subscription Services; (ii) software that is installed on
equipment used in connection with the Subscription Services; and (iv) use of any
Subscription Services, including Subscription Services that can be accessed
through web and mobile applications. By ordering the Subscription Services,
Company accepts the terms of the ADTRAN Privacy Policy, and agrees to cause
End Users to accept terms at least as protective of ADTRAN as those in the ADTRAN
Privacy Policy. Company hereby consents to the use and collection of Company’s
and End User’s personal data in connection with the delivery and maintenance of
Subscription Services and equipment in accordance with this Agreement, including
without limitation for billing, provisioning of Subscription Service, and resolution of
problems associated with Subscription Services. Notwithstanding the foregoing,
and except as set forth in this Agreement, Company understands and agrees that
unless otherwise provided by mandatory law, the Privacy Policy does not confer,
and is not intended to confer, any rights or remedies on Company or any other
person.

b) Company hereby grants to ADTRAN and its licensors a non-exclusive, perpetual,
irrevocable, royalty-free, non-sublicensable, non-assignable, worldwide right and
license to use, copy, store, process, transmit and display End User Data (as
hereinafter defined) solely as provided by Company to ADTRAN and its licensors and solely as necessary to provide the Subscription Service hereunder. Company represents and warrants that it possesses sufficient license rights in and to the End User Data, and that it has obtained all the required consents from End Users and data owners, as may be necessary, to permit the use contemplated under this Agreement. Company bears all responsibility and liability for the accuracy and completeness of the End User Data and ADTRAN and its licensor(s)’ access, possession and use as permitted herein.

c) Company acknowledges and agrees that ADTRAN and/or its licensors may (a) anonymize and/or de-identify any End User Data, and use such anonymized and/or de-identified information for trend analysis and to develop new, and improve existing, products and services; and (b) subject to the terms of this Section 18, use any End User Data only to the extent necessary to perform its obligations under this Agreement, and otherwise to comply with law. Company further acknowledges and agrees (i) that the Subscription Service provided may require End User Data to be transferred to a country outside of Company’s country or the country where the End User Data originated, and (ii) ADTRAN and its licensor(s) may share End User Data with their respective affiliates and business partners (like backbone network providers and cloud services providers) for the sole purpose of providing the Subscription Services hereunder, provided that at all times ADTRAN, its licensors, and its affiliates shall comply with the confidentiality and data protection obligations described hereunder.

d) “End User Data” means any data, information or material of Company or an End User that Company or an End User processes, stores, or transmits using the Subscription Service.

19) GENERAL PROVISIONS.

a) Choice of Law. The validity, interpretation, and enforcement of this Agreement shall be governed by the domestic laws of the State of Delaware, United States of America, without giving effect to its principles of conflicts of laws, and the courts of Delaware shall have exclusive jurisdiction over any claim arising hereunder, except as expressly provided below. The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.

b) Dispute Resolution. If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors, or affiliates (“Dispute”) cannot be settled through negotiation, it shall be resolved by arbitration conducted by a panel of three arbitrators engaged in the practice of law, under the then current Commercial Arbitration rules of the American Arbitration Association (hereinafter “AAA”). The Federal Arbitration Act, 9 U.S.C. §§ 1-16 shall govern the arbitrability of all Disputes. The arbitrators shall not have the authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrators’ decision and award shall be final and binding and judgment may be entered in any court having jurisdiction thereof. The arbitration shall occur at a mutually agreed
location. Subject to the foregoing, each Party shall bear its own costs of arbitration.

c) Assignment. Neither this Agreement, nor any rights under this Agreement, may be assigned by Company, by operation of law or otherwise, without the express prior written consent of ADTRAN. Any attempted assignment in violation of the preceding sentence shall immediately terminate the Agreement and be without legal effect.

d) Relationship of the Parties; No Partnership. This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship. Furthermore, no labor relationship between ADTRAN and Company employees is created hereby. Company shall indemnify and hold ADTRAN harmless of any claim or judicial action whatsoever from any Company employee, including any and all actions or claims arising in connection with the non-compliance by Company of any applicable laws, including any labor laws and/or social security regulations. Neither Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.

e) Notices. All notices, demands, and other communications shall be in writing and shall be deemed to have been given if delivered by email, or mailed registered or certified mail, postage prepaid, or by express delivery service, and if by ADTRAN, to Company as set forth in the Order, or if by Company, as follows: ADTRAN, Inc., 901 Explorer Boulevard, Huntsville, AL 35806 USA, Attn: Legal & Contracts; email: contractservices@adtran.com.

f) Compliance with Laws. In performance of this Agreement, Company and ADTRAN will comply with all laws, all licenses, permits and approvals required by any government or authority, and shall comply with all applicable laws, rules, policies and procedures, and requirements applicable to the Subscription Services under telecommunications and other laws and regulations, including without limitation any laws and regulations governing Customer Proprietary Network Information (CPNI) (collectively “Applicable Laws”). Each of ADTRAN and Company will refrain from using End User CPNI or passing on CPNI to any third-party in violation of CPNI regulations.

g) Code of Conduct. Company agrees to comply with the ADTRAN Code of Conduct, or with Company’s written code of conduct or another similar standard, as long as such code or applicable standard is as restrictive as the ADTRAN Code of Conduct, found at http://www.adtran.com.

h) Anti-Corruption. Company acknowledges that it has been made aware of and understands that ADTRAN is subject to anti-corruption and anti-bribery laws including but not limited to the United States Foreign Corrupt Practices Act, and hereby agrees to comply with all applicable anti-bribery and anti-corruption laws.

i) No Exclusivity. Nothing in the Agreement shall be construed to prohibit either Party from dealing with or entering an agreement with any other person, firm, or other entity regarding the distribution, purchase, use or evaluation of any Service.

j) Entire Agreement. This Agreement and the Order(s) constitute the entire Agreement between the Parties with respect to the limited subject matter specified herein. This Agreement supersedes all prior oral and written communications, agreements and understandings of the Parties with respect to the limited subject matter of this Agreement. Except for Orders, no different, additional, pre-printed or
adhesion terms of any purchase order, confirmation, click-through or similar form issued by Company are binding on the Parties unless expressly added as an amendment to this Agreement and signed by both Parties.

k) Export Control. Company acknowledges that the Subscription Services, Enabled Hardware and technology or direct products thereof (collectively, “Products”) it may re-sell under this Agreement are subject to export controls under the laws and regulations of the U.S. Canada and any other applicable jurisdiction. Company shall comply with such laws and regulations governing use, export, re-export, and transfer of Products and will obtain all required U.S. and local authorizations, permits, or licenses. Company agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of the Products purchased and deployed or distributed, according to U.S. and local laws for at least five (5) years following the date of any such export, re-export, or transfer. Company’s obligations under this clause shall survive the expiration or termination of the Agreement.

l) Survival. Expiration or termination of this Agreement for any reason will not release either Party from any liability or obligation set forth in this Agreement which (i) the Parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following such expiration or termination.

m) Force Majeure. ADTRAN shall not be liable for any delay in performance directly or indirectly caused by, or resulting from acts of God, fire, flood, accident, riot, war, terrorism, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of ADTRAN as may occur in spite of ADTRAN's best efforts.

n) No Waiver, Modification of Terms. No waiver or amendment to this Agreement shall be binding on ADTRAN unless made in writing expressly stating that it is such a waiver or amendment and signed by an officer of ADTRAN.
END USER-FACING PRODUCT SUITE

- **Plume App:** Plume’s mobile app (available for iOS and Android) (the “App”) facilitates the initial association of Enabled Hardware to an end user’s account and allows the user to monitor and manage the home Wi-Fi network. The App will be (a) Plume-branded or Plume- and Company co-branded (i.e., will include Company’s logo and name only in the form “[Company’s Name] Powered by Plume®,” and not any of Company’s trade dress), as determined by Company, (b) in English or any language supported by the App, and (c) will be made available directly to end users to be downloaded from in-country Apple App or Google Play Stores. The App will include links to Company (and not ADTRAN’s or Plume’s) end user terms/privacy policies and customer support websites and phone numbers. Company shall maintain the end user terms and conditions and privacy policy as set forth in this Agreement. Provider shall provide ADTRAN and/or Plume links to these items to be included in the App.

- **Plume Adaptive WiFi™:** Using artificial intelligence, Plume’s Adaptive WiFi™ uses data from the local area network to optimize the location for maximum capacity and throughput to provide a better quality of service for consumer services utilizing the Wi-Fi network. Adaptive WiFi™ automatically identifies devices on the network, uses device information and limitations, running applications, time of day, interference, Wi-Fi bands, channels and other local area network data to provide a better Wi-Fi experience at the location.

- **Parental and Access Controls:** Features that enable parents to monitor and control website access and protect kids online, including features to freeze internet instantly or on a schedule. Guest and device access can be controlled and managed via custom passwords.

- **Advanced Cyber Security:** Plume AI Security provides customers with protection from security threats from both inside and outside of the home using enterprise grade URL and IP threat detection (“Level 1”) and application monitoring and anomaly detection service (“Level 2”). Advanced adblocking functionality is also included.

- **Plume Motion:** If a Company has fewer than 3,000,000 global WiFi subscribers, the Subscription Services will include Plume Motion: Plume Motion is a patented technology that interprets wireless signals to detect motion. Plume Motion turns wireless networks into home monitoring systems. Controlled through the Plume App, it uses the devices a customer already owns as sensors, detecting movement while offering privacy that cameras cannot provide.

**End-User Onboarding and Reports:** End User is identified through email supplied by the End User at registration in the App. ADTRAN shall provide access to a dashboard that enables Company to identify the number of Active Households at the beginning and at the end of the month, as well as the number of net new additions and losses.
ADTRAN offers a comprehensive back-end suite of enterprise applications to enable more efficient support and operations. Leveraging network, customer and behavioral data, these applications improve consumer experience through both data rich reactive and proactive support, while reducing operational and support costs. The back-end suite monitors all devices, providing KPIs and visibility down to each connected end user device.

- **PlumeCentral™**: Used by “Level 1 Support” Customer Care (Call Center) personnel to provide a simple to understand and actionable view of the Company network.
- **PlumeNOC™**: Used by “Level 2 Support” personnel requiring a more detailed engineering view and analysis including performance history.
- **Plume Dashboards**: Aggregate level view across the network detailing such data as client device distribution, active nodes, security threat origination, threats blocked and many other aggregate level statistics related to network health and use of the network (the “Dashboard Data”). Plume will provide canned reports and API access to Dashboard Data, but Company is responsible for procuring its own source of analytics (e.g., Tableau) or portal to view the information and run its own custom reports.

Further information about the above are available from ADTRAN and at www.plume.com and discover.plume.com.