



Adtran End User License Agreement

This Adtran End User License Agreement (“EULA”) is a legal agreement between the end-user customer (“Licensee” or “you”), on the one hand, and Adtran, Inc. and its affiliated companies (“Adtran”), on the other hand, for computer software, including without limitation, associated media, printed materials, “online” or electronic documentation (“Licensed Software”) owned by Adtran or its third party suppliers and/or licensors.

1. ACCEPTANCE OF TERMS. BY INSTALLING AND/OR USING LICENSED SOFTWARE, LICENSEE IS AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE TO THE TERMS OF THE EULA, DO NOT INSTALL AND/OR USE THE LICENSED SOFTWARE, AND IT MAY BE RETURNED TO Adtran FOR A REFUND WITHIN THIRTY (30) DAYS OF THE DATE YOU ACQUIRED THE LICENSED SOFTWARE.

This EULA is limited to certain intellectual property of Adtran and its suppliers and/or licensors as it pertains to Licensed Software and does not include any rights to other intellectual property. Adtran and its suppliers and/or licensors retain ownership of all intellectual property rights in and to the Licensed Software, including copies, improvements, enhancements, derivative works and modifications. Your rights to use the License Software are limited to those expressly granted by this EULA. The Licensed Software contains open source software. By accepting the terms of this EULA, Licensee is accepting the terms of the open source license agreements that govern the use of such open source software, including all disclaimers of warranty and limitations of liability set forth therein. A list of open source software is available upon request.

2. GRANT OF LICENSE. Adtran hereby grants Licensee a limited, non-exclusive, non-transferable license, without ownership or rights to sublicense, to use the object code of the Licensed Software solely for Licensee’s internal business purposes, provided such purpose is in accordance with the permitted uses of the Licensed Software as set forth in this EULA and any written agreement between Licensee and Adtran, and subject to payment by Licensee of any applicable license fees. Licensee may use the documentation accompanying the Licensed Software only in connection with permitted uses of the Licensed Software.

3. EVALUATION LICENSE. If Licensee licenses the Licensed Software or receives Adtran product(s) for evaluation purposes or other limited, temporary use as authorized by Adtran (“Evaluation Product”), Licensee’s use of the Evaluation Product is only permitted for the period limited by the license key or otherwise stated by Adtran in writing. If no evaluation period is identified by the license key or in writing, then the evaluation license is valid for thirty (30) days from the date the Licensed Software or Adtran product is made available. Licensee will be invoiced for the list price of the Evaluation Product if Licensee fails to return or stop using it by the end of the evaluation period. The Evaluation Product is licensed “AS-IS” without support or warranty of any kind, expressed or implied. Adtran does not assume any liability arising from any use of the Evaluation Product. Licensee may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from Adtran. Licensee authorizes Adtran to use any feedback or ideas provided to Adtran in connection with the use of the evaluation Product.

4. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Licensed Software that Adtran may provide to Licensee or make available to Licensee after the date Licensee obtains Licensee’s initial copy of the Licensed Software, unless Adtran provides other terms along with the update, supplement, add-on component, or Internet-based services component.



5. SUPPORT. Adtran will not provide support services for the Licensed Software under this EULA. Support services may be offered separately.

6. UPGRADES. To use Licensed Software identified as an upgrade, Licensee must first be licensed for the Licensed Software identified by Adtran as eligible for the upgrade. This EULA does not give Licensee any rights to any updates or upgrades to the Licensed Software or to any extensions or enhancements to the Licensed Software developed by Adtran, its suppliers and/or licensors at any time in the future. Notwithstanding the foregoing, Adtran and its suppliers and/or licensors may make available updates or upgrades, including updates to address any service errors, patches or fixes as well as new upgrades that Adtran, its suppliers and/or licensors elect to provide in their sole respective discretion. To the extent provided, Licensee's right to access and use the Licensed Software includes any such updates or upgrades.

7. LIMITATIONS. Licensee covenants and agrees that it will not and will not allow a third party to, whether in whole or part:

- a. work around any technical limitations in the Licensed Software;
- b. make use of the Licensed Software in a manner not permitted or specified in the this EULA, any agreement between Licensee and Adtran, or in any documentation delivered in connection with the Licensed Software;
- c. sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of, or access to, the Licensed Software or any portion thereof, to unlicensed persons;
- d. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Licensed Software;
- e. publish, copy or make the functionality of the Licensed Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Adtran in writing; or
- f. except as specified in this EULA, modify, adapt or create any derivative works of or utilizing the Licensed Software or any portion thereof.

8. CONFIDENTIALITY. The Licensed Software and accompanying documentation contain trade secrets of Adtran, its suppliers and/or licensors. Such trade secrets include, without limitation, the design, structure and logic of individual software programs, their interactions with other portions of the Licensed Software, internal and external interfaces, and the programming techniques employed. The Licensed Software and all technical and commercial information related to the Licensed Software that a reasonable person would recognize as being confidential are all confidential information of Adtran, its suppliers and/or licensors ("Confidential Information"). Licensee agrees to hold the Licensed Software and Confidential Information in strict confidence and to use reasonable efforts to protect each from unauthorized disclosure.

9. LIMITED WARRANTY. Adtran warrants that the Licensed Software will substantially conform to the applicable documentation for ninety (90) days following the date the Licensed Software is made available to Licensee for Licensee's use. This warranty does not apply if the Licensed Software, Adtran product or any other equipment upon which the Licensed Software is authorized to be used: (i) has been altered, except by Adtran or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Adtran, its suppliers or licensors, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which Adtran does not receive a payment of a purchase price or license fee; or (v) has not been provided by Adtran. Licensee's exclusive remedy is limited to replacement or repair, at Adtran's election, of any non-conforming Licensed Software, provided that Licensee has given Adtran notice any such nonconformity within the warranty period.



Except as expressly set forth above, Adtran, its suppliers and/or licensors provide the Licensed Software “as is” and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Adtran does not warrant that the Licensed Software will operate uninterrupted or error-free or that all errors will be corrected.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY. In no event will Adtran or its suppliers or licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Licensed Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Adtran, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Licensee, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by you to Adtran for the Licensed Software that gave rise to the claim. This limitation of liability for Licensed Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

11. AUTHORIZED USE. You may permit a third party to use the License Software licensed to you under this EULA if such use is (i) solely on your behalf, (ii) for your internal operations; and (iii) in compliance with this EULA. Licensee agrees to ensure that each of its users, employees, officers, agents, and contractors (“Authorized Users”), who are granted access to the Licensed Software comply with this EULA, including without limitation the terms governing Confidential Information, and a breach of a provision of this EULA by an Authorized User is deemed to be a breach of this EULA by Licensee.

12. AUDIT. During the license term for the Licensed Software, you will take reasonable steps to maintain complete and accurate records of your use of the Licensed Software sufficient to verify compliance with this EULA including without limitation use by Authorized Users. For a period of three (3) years after the expiration or termination of this EULA, and no more than once per twelve (12) month period, you will allow Adtran and its auditors the right to examine such records and any applicable books, systems (including Adtran product(s) or other equipment), and accounts, upon reasonable advanced notice, during your normal business hours. If the audit discloses underpayment of license fees, you will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

13. TERMINATION. This EULA is effective until terminated or until the expiration of the applicable license or subscription term. Licensee’s rights under this EULA will terminate immediately and automatically if Licensee fails to comply with any of the terms and conditions of this EULA or fails to pay any portion of the applicable license fees. Promptly upon termination, Licensee must cease all use of the Licensed Software, destroy all copies of the Licensed Software in Licensee’s possession or control, and, upon request of Adtran, certify such destruction. Adtran’s termination of this EULA will not limit any of Adtran’s other rights or remedies at law or in equity.

14. NO WAIVER; SEVERABILITY. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect the invalid, unenforceable or illegal provision shall be amended to achieve as closely as possible the effect of the original term. No amendment to or modification of this EULA will be binding unless made in writing and signed by Adtran.



15. INJUNCTIVE RELIEF. Licensee agrees that a breach of this EULA adversely affecting Adtran's proprietary rights in the Licensed Software may cause irreparable injury to Adtran for which monetary damages would not be an adequate remedy and Adtran shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

16. EXPORT RESTRICTIONS. Licensee acknowledges that the Licensed Software is subject to U.S. export jurisdiction. Licensee agree to comply with all applicable international and national laws that apply to the Licensed Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

17. CONSENT TO USE OF DATA. Licensee agrees that Adtran, its suppliers and/or licensors may collect and use technical information gathered during any trial period or as part of the product support services provided to Licensee, if any, related to the Licensed Software ("Licensee Data"). Adtran, its suppliers and/or licensors may use this information to improve their respective products or to provide customized services or technologies to Licensee and will not disclose this information in a form that personally identifies Licensee. Further, Adtran, its suppliers and/or licensors may anonymize and aggregate Licensee Data (e.g., remove specific names and other individually identifying information) and use such anonymized information for any purpose. The parties agree that the aggregate and anonymized information is no longer deemed Licensee Data and is also not Confidential Information.

18. BACKUP. Adtran and/or its suppliers and/or licensors will perform incremental system backups and full backups from time to time at the discretion of Adtran, its suppliers and/or licensors. Adtran and/or its suppliers and/or licensors will maintain in a safe and secure location, a copy of at least one (1) full backup until after then next full back up is performed. Backup will be maintained on a rolling basis, and neither Adtran nor its suppliers or licensors will be responsible for archiving more than the most recent backup. Adtran and/or its suppliers and/or licensors will use commercially reasonable efforts to maintain data integrity in any back up, but neither Adtran nor its suppliers or licensors is responsible for loss of data or data integrity so long as Adtran and/or its suppliers and/or licensors has used such efforts. These services do not replace the need for Licensee to maintain regular data backups or redundant data archives.

19. SECURITY. Adtran and/or its suppliers and/or licensors will implement and maintain reasonable administrative, physical and technical measures to protect the security of the Adtran product or any other equipment upon which the Licensed Software is authorized to be used against unauthorized or unlawful loss, disclosure, removal or access; however, neither Adtran nor its suppliers or licensors warrants that any products or any Licensee Data will be completely secure from interference or disruption by factors outside of its control, including viruses, hacker attacks, disruptions to the Internet, issue with third party service providers, issues created by Licensee's systems or the Licensee Data, or force majeure event.

20. SURVIVAL. The provisions of this Section 20 and Section 1, 7, 8, the warranty limitation in 9, and Sections 10, 12, 13, 14, 15, 16, 17, 21 and 22 shall survive termination or expiration of this EULA, for any reason.

21. GOVERNING LAW. This EULA is governed by the State of Alabama without regard to its choice of law provisions. The parties agree that any litigation or arbitration commences as a result or of related to this EULA shall be brought only in Madison County, Alabama. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from and shall not apply to this EULA.

22. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Software and accompanying documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212



(Computer Software) and Defense Federal Acquisition Regulation Supplement (“DFAR”) 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Licensed Software and accompanying documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

23. INTEGRATION. Except as expressly stated or as expressly amended in a signed agreement between Adtran and the Licensee, this EULA constitutes the entire agreement between the parties with respect to the license of the Licensed Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded.