



## Network Care Plans

### Description of Services

Network Care Plans are subject to Adtran Holding, Inc. and its subsidiaries (hereinafter to as “**Supplier**”) published Framework Terms and Conditions of Sales and Services located at <https://www.adtran.com/en/about-us/legal>, unless Customer has a written contract with Supplier that covers Services and is in effect at the time Services are rendered. As used herein, “**Services**” shall mean any activities provided by Supplier to Customer under the applicable Network Care Plan for, or in connection with, Supplier’s Products and Software purchased by Customer.

#### A. GENERAL TERMS

1. **Initial Term:** Unless otherwise stated in the contract between the parties, Services shall commence thirty (30) days following Supplier’s written receipt and acceptance of a purchase order from Customer and will continue for an initial term of one (1) year (the “**Initial Term**”), unless otherwise agreed to in writing by the parties. Supplier may conduct on-site inspections to verify the operating condition of the Products to determine whether they are properly installed and functioning in accordance with the Warranty. Improperly installed or malfunctioning Products must be restored to proper operating condition by Customer before Supplier is obligated to perform any Services.

2. **Renewal Term:** Subject to timely payment of all applicable fees, the Initial Term will automatically renew for an unlimited number of additional one (1) year terms (the “**Renewal Term**”) unless either party notifies the other party in writing of its intention not to renew at three (3) months prior to the end of the Renewal Term then in effect. If requested by Supplier, Customer agrees to place a purchase order for the upcoming Renewal Term prior to the expiry of the Renewal Term then in effect. Services cannot be cancelled, in full or in part, during the Initial Term or Renewal Term.

#### 3. Pricing:

- a) Quoted pricing is valid for purchase orders received within ninety (90) days from the date of Supplier’s quotation.
- b) All purchase orders should reference Supplier’s Quote number.
- c) Unless otherwise stated in Supplier’s Quote, all prices are reflected in US Dollars (\$) and are exclusive of any and all applicable taxes.
- d) Prices are fixed during the Initial Term.

4. **Additional Services or Products:** Customer may submit a written request to Supplier for



additional Services and/or to add supported Products to the related Services. Upon receipt of the request, Supplier will provide Customer with revised pricing that includes the additional Products and Services, as the case may be. The additional Services and/or Services for the additional Products will commence thirty (30) days following receipt of a purchase order.

**5. Payment Terms:** Unless otherwise stated in the contract between the parties, all payments are due thirty (30) days from the date of Supplier's invoice. Services for Products added after the effective date of the corresponding purchase order will be invoiced on a pro-rated basis. Supplier reserves the right to suspend and/or terminate the Services in the event Customer does not fulfill its payment obligations, in whole or in part, relating thereto.

**6. Service Level Deliverables; Severity Levels.** For the description of deliverables of the respective Network Care Plans, refer to paragraph B below.

**7. Supplier Responsibilities:**

- a) Provide support in accordance with the Network Care Plan purchased by Customer, including telephone, web, and email support within the Service Level Deliverables for each Network Care Plan.
- b) Troubleshoot incidents and identify defective Products.
- c) Where possible, provide Software bug fixes, patches, workarounds, and updates that may be available (including updates that may already be included in the purchased Network Care Plan) in order to restore the Product to its operational status.
- d) Authorize Return-Material-Authorizations ("**RMA**s") for in-warranty Products and as provided by the purchased Network Care Plan.
- e) Manage escalations and setup executive review meetings as needed.

**8. Customer Responsibilities:**

- a) Open a Support Case with all necessary contact information and include the Supplier Service Plan ID number to ensure that Service Level Deliverables are identified and applied to the Support Case.
- b) For Critical issues, the Support Case must be opened by phone and the outage situation must be clearly communicated to the agent.
- c) For all other issues, the Support Case must be opened via portal as outlined in Supplier's Support Reference Guide ("**SRG**").



- d) Promptly answer calls and emails from Supplier personnel regarding the Support Case.
- e) Provide remote access to network through virtual private network or desktop sharing.
- f) Provide Customer personnel who are knowledgeable of the problem to assist the Supplier personnel in isolation and resolution.
- g) Install and maintain the Products in accordance with Supplier's published specifications and ensure the Software and firmware releases or versions are currently supported by Supplier.
- h) Escalate any problem with the Support Case or technical support process to Supplier via the contact list provided in Supplier's Support Reference Guide ("**SRG**").

## **9. Exclusions:**

- a) Services do not cover:
  - i. Products purchased through a non-authorized source or the purchase of used Products;
  - ii. Products from which the serial numbers are removed;
  - iii. 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;
  - iv. Product defects or damages caused by force majeure;
  - v. Any modifications of the Product or Software by anyone other than Supplier or its authorized parties;
  - vi. Products that have reached the Supplier's published end of life date;
  - vii. Passive components such as filler cards, cables, fiber jumpers and attenuators;
  - viii. Software that was not installed according to the specific requirements set forth in Supplier's documentation;
  - ix. Software for which Customer failed to implement updates, as instructed by Supplier;
  - x. Any work at Customer's sites where unsafe conditions are present and/or not compliant with local health and safety regulations;



- xi. Activities relating to the sale of SaaS and/or 'Mosaic One Subscription' services;
  - xii. Afterhours services not related to an outage affecting customers;
  - xiii. Support for Software features not already developed by Supplier; or
  - xiv. Cost and expenses for the recovering or reconstructing of data that has been lost during performance of Services.
- b) The following are also not included in the Services, but may be purchased separately by Customer upon request: training, remote or on-site installation, test and turn-up, cutover, implementation of Software upgrades and/or configurations.
- c) If Customer ordered Software that is covered by the purchased Services, Supplier shall provide support for the then-current and two (2) prior major releases of that Software at the time a request for support is made by Customer. In Supplier's sole discretion, support may be provided for earlier releases of Software on a limited basis; however, Supplier may require Customer to upgrade to latest Software release.
- d) If the Support Case is generated due to the Customer's database corruption, the issue will be returned to Customer and the Support Case canceled. However, if the issue is caused by Supplier's Product, Supplier will work on the restoration of data on the specific Product assuming the Customer has formal, executed back up procedures in place.
- e) Service Level Deliverables will not apply to Support Case events for which remote access cannot be established for reasons outside the control of Supplier and/or knowledgeable Customer personnel are not available to assist.
- f) Service Level Deliverables will not apply to Support Cases determined to have a root cause unrelated to proper operation of Supplier Products.



## B. NETWORK CARE PLANS

1. Supplier offers six (6) levels of Network Care Plans each of which include varying coverage availability, levels of support, type of repair or replacement, ad/or software maintenance (collectively “**Service Components**”): Basic, Extended, Advanced, Advanced Plus, Premium or Premium Plus. Supplier shall include descriptions of the Services within its official Quote submitted to Customer upon request. An overview of the Service Components are as follows:

### Basic

Modules	Category	Details
Customer Portal	Customer Portal	Access to software downloads, product documentation, Technical and RMA Cases, knowledge base
Remote Technical Support	Case management	24x7 for Critical, 8x5 for Major & Minor severities
Software Support	Embedded Software	Bug fixes, Minor and Major Releases <sup>*)</sup>
Hardware Support	Return for repair	Out of Warranty repair at Customer's expense
Products	<b>SUPPLIER's hardware Products</b>	
		<sup>*)</sup> excluding new features requiring a separate license

### Extended

Modules	Category	Details
Customer Portal	Customer Portal	Access to software downloads, product documentation, Technical and RMA Cases, knowledge base
Remote Technical Support	Case management	24x7 for Critical, 8x5 for Major & Minor severities
Software Support	Embedded Software	Bug fixes, Minor and Major Releases <sup>*)</sup>
Hardware Support	Return for repair	Target within 20 Business Day turn-around-time
Products	<b>SUPPLIER's hardware Products</b>	
		<sup>*)</sup> excluding new features requiring a separate license

### Advanced

Modules	Category	Details
Customer Portal	Customer Portal	Access to software downloads, product documentation, Technical and RMA Cases, knowledge base
Remote Technical Support	Case management	24x7 for Critical, 8x5 for Major & Minor severities
Software Support	Embedded Software	Bug fixes, Minor and Major Releases <sup>*)</sup>
Hardware Support	Advance Replacement	Target for Next Business Day (NBD)
Products	<b>SUPPLIER's hardware Products</b>	
		<sup>*)</sup> excluding new features requiring a separate license



### Advanced Plus

Modules	Category	Details
Customer Portal	Customer Portal	Access to software downloads, product documentation, Technical and RMA Cases, knowledge base
Remote Technical Support	Case management	24x7 for Critical, 8x5 for Major & Minor severities
Software Support	Embedded Software	Bug fixes, Minor and Major Releases <sup>*)</sup>
Hardware Support	Advance Replacement	Target for Next Business Day (NBD)
First Line Maintenance	FLM technician	Next Business Day dispatch to site, aligned with delivery of spare part
Products	<b>SUPPLIER's hardware Products</b>	
		<sup>*)</sup> excluding new features requiring a separate license

### Premium

Modules	Category	Details
Customer Portal	Customer Portal	Access to software downloads, product documentation, Technical and RMA Cases, knowledge base
Remote Technical Support	Case management	24x7 for Critical, 8x5 for Major & Minor severities
Software Support	Embedded Software	Bug fixes, Minor and Major Releases <sup>*)</sup>
Hardware Support	Advance Replacement	4 hours delivery to site
Products	<b>SUPPLIER's hardware Products</b>	
		<sup>*)</sup> excluding new features requiring a separate license

### Premium Plus

Modules	Category	Details
Customer Portal	Customer Portal	Access to software downloads, product documentation, Technical and RMA Cases, knowledge base
Remote Technical Support	Case management	24x7 for Critical, 8x5 for Major & Minor severities
Software Support	Embedded Software	Bug fixes, Minor and Major Releases <sup>*)</sup>
Hardware Support	Advance Replacement	4 hours delivery to site
First Line Maintenance	FLM technician	4 hours dispatch to site
Products	<b>SUPPLIER's hardware Products</b>	
		<sup>*)</sup> excluding new features requiring a separate license