

Tellabs Optical LAN Support Services

Tellabs Support Agreement Overview

1. Supported Product and Support Agreement Features

The table below highlights the Support Agreement features available.

Supported Product	Description
Tellabs™ 11xx	Tellabs Optical Line Terminal (OLT)
Tellabs™ 1600	Optical Network Terminal Series (ONT)
Tellabs™ Panorama™ PON Manager	Integrated Network Manager (INM)
Support Term	12 month minimum (see quotation for total duration)

Types of Services	Warranty	Basic (SL30002)	Extended (SL30003)	Premium (SL30004)	Platinum 1 (SL30012)	Platinum 2 (SL30013)
Advance Replacement	First 90 Days	X	X	X	X	X
Hardware Repair	1 Year	X	X	X	X	X
Access to Software Updates (Maintenance Release)	90 Days	X	X	X	X	X
Online Remote Web Access Technical Support		X	X	X	X	X
Technical Support (7x24x365 Coverage)		X	X	X	X	X
On-Site Support			5-business day response time	Next available flight dispatch	7x24x365 (8 hour) SLA	7x24x365 (4 hour) SLA
Software Update Installation (Remote)				X	X On-Site	X On-site
*Software Upgrade Installation				X Remote	X On-site	X On-site
Network Performance Audit				X Remote	X On-site	X On-site
In Region Spares Management					In Region Spares Included	In Region Spares Included

* Only available with the purchase of a Software Subscription Plan

Important Note: Pricing differs for Support Services outside the continental United States. Refer to the associated quote for pricing details.

Additional Service	High-Level Software Subscription Plan Description
Software Subscription Plan	Software license (Major Software Releases) access to the latest generally available software release, if and when available, for the applications Customer has licensed from Tellabs for Supported Products in Customer's Network.

2. Tellabs Scope of Work

2.1 Online Remote Web Access Technical Support (Included in all Support Agreement levels)

Online Remote Technical Support provides Web access to: (a) the latest published Product reference materials and technical notifications; (b) online Case management; and (c) other online tools as they become available. This Service encompasses the following:

- (a) Product Materials and Technical Notifications. Provides Web access to the latest published Supported Product reference materials and Documentation, Product and technical release notes, PCNs, frequently asked questions, solutions for commonly asked technical or operational issues and technical support documents.
- (b) Online Case Management. Provides Web access to the TAC Case Tracking tool for noncritical online Case creation, status monitoring, Case resolution notification and queries to run Case history reports.

2.2. Advance Replacement

Advance Replacement provides Customer with a replacement Hardware unit ("Advance Replacement Unit") prior to returning a faulty Hardware unit to Tellabs. The Advance Replacement Unit shall be a like-for-like replacement of the same issue and model number that meets the Tellabs minimum shippable revision level. This Service encompasses the following:

- (a) Advance Replacement Limits and Response Time. Advance Replacement is managed through the TAC during the resolution of a Case. Customer must telephone the TAC to open a Case, whereupon a Tellabs TSE will begin troubleshooting and determine if an Advance Replacement Unit is required to resolve the Case. If an Advance Replacement Unit is required, the TSE will arrange such replacement. The scope of this Service is as follows:
 - (i) Limits. This Service covers advance replacement requests as needed during the Support Term. Tellabs will provide no more than five (5) Advance Replacement Units per RMA.
 - (ii) Response Time.
 - 1. Standard Response Time. Advance Replacement Units ship the same day if Tellabs receives Customer's request prior to 3:00 p.m. CST on a Business Day; otherwise, such Advance Replacement Units will ship during the Next Business Day (NBD).
 - 2. Critical Case Response Time. Customer may request same-day delivery service to continental U.S. locations. Expedite fees will apply. The foregoing response times are subject to Advance Replacement Unit availability, Force Majeure, carrier availability and Customer's location.
- (b) Additional Scope.
 - (i) Return of Replaced Hardware Unit. Customer must request an RMA and ship the faulty Hardware unit to the Tellabs Repair Center. If Tellabs does not receive such faulty Hardware unit within thirty (30) days after Tellabs ships the Advance Replacement Unit, then Tellabs will close the RMA and invoice Customer for the Advance Replacement Unit at the then-current List Price. Returned Hardware units received within the thirty (30) days will become the property of Tellabs. Returned Hardware units received outside the thirty (30) days will be returned to Customer.
 - (ii) Irreparable. Tellabs reserves the right to charge Customer for the Advance Replacement Unit at the Advance Replacement Unit's then-current List Price if the returned Hardware unit is Irreparable.
 - (iii) Unauthorized Repairs and Used Equipment. If returned Hardware has been repaired or modified other than by Tellabs, or is Used Equipment, then Tellabs may deem the returned Hardware Irreparable.
 - (iv) Unavailability. If an Advance Replacement Unit is not available, then Tellabs will provide Expedited Repair upon Customer's request. Expedited Repair is an alternative repair service with an express Turnaround Time. Expedited Repair will typically be completed within a Turnaround Time of five (5) Business Days for returns containing five (5) or fewer Hardware units per RMA. The Turnaround Time for Expedited Repair returns exceeding five (5) Hardware units per RMA will be as mutually agreed to by the Parties.
 - (v) Exceptions. Advance Replacement shall not be provided with respect to: (a) Products that have been manufacturing discontinued; (b) Products that have been uniquely manufactured for Customer by Tellabs; (c) non-Hardware plug-in modules, including but not limited to racks, cables, batteries, fuses and connectors; (d) Third Party Computing Software and Hardware; or (e) shipments to Customer's unmanned sites.

Support Level Purchased	Advanced Replacement
Basic	Part(s) shipped same business day for requests received by 3 p.m. CST
Extended	Part(s) shipped same business day for requests received by 3 p.m. CST
Premium	Part(s) shipped same business day for requests received by 3 p.m. CST
Platinum 1	Part(s) shipped same business day for requests received by 3 p.m. CST
Platinum 2	Part(s) shipped same business day for requests received by 3 p.m. CST

2.3 Hardware Repair

Hardware Repair provides for the testing, priority repair, revision updating and return of in-warranty or out-of warranty Hardware plug-in modules received by Tellabs during the Support Term. This Service encompasses the following:

- (a) Priority Repair Turnaround Time. Hardware repair (whether in-warranty or out-of-warranty) will typically be completed within a Turnaround Time of fifteen (15) Business Days for returns containing forty (40) or fewer Hardware units per RMA. The Turnaround Time for returns exceeding forty (40) Hardware units per RMA will be as mutually agreed.
- (b) No Trouble Found. Tellabs will charge a fee for No Trouble Found Supported Products submitted for repair, according to the level of Support Purchased.

Support Level Purchased	No Trouble Found Repairs
Basic	No charge for "No Trouble Found" (Limited to 5 per Support Term). Tellabs standard pricing applies to No Trouble Found Repairs after the initial 5 have been exceeded.
Extended	No charge for "No Trouble Found"
Premium	No charge for "No Trouble Found"
Platinum 1	No charge for "No Trouble Found"
Platinum 2	No charge for "No Trouble Found"

- (c) Irreparable. Hardware (whether in-warranty or out-of-warranty) that is Irreparable will be returned to Customer without repair. Tellabs will not charge a fee for Irreparable Supported Products submitted for repair.
- (d) Unauthorized Repairs and Used Equipment. If returned Hardware has been repaired or modified other than by Tellabs, or is Used Equipment, then: (i) the warranty on the returned Hardware shall be void; and (ii) Tellabs may either (1) repair the Hardware at Tellabs' then-current repair price, or (2) deem the Hardware Irreparable.
- (e) Freight Charges. Customer ships Hardware DAP, Tellabs Repair Center. Customer is solely responsible for all freight charges associated with such shipping. Tellabs will ship repaired or replaced Hardware DAP, Customer's premises.

2.4 Access to Software Updates (Maintenance Release Updates)

Access to Software Updates provides access to the latest generally available Software bug fix update, if and when available, for the applications Customer has licensed from Tellabs for Supported Products in Customer's Network. It does not include Software Upgrade (Major Software Releases). This Service encompasses the following.

- (a) Media. Tellabs will provide Customer access to updates via: (i) secure Web access (at Tellabs' discretion) to remotely download Updates, or (ii) physical media.
- (b) Exceptions. This Service does not include: (i) Software Upgrade (Major Software Release) (ii) custom features; (iii) Hardware; (iv) installation or upgrade Services; and (v) updates for Third-Party Computing Software and Hardware.

2.5 Software Update Remote Installation (Maintenance Release Updates)

Software Update (maintenance release) Remote Installation provides installation of Software Updates via download from Tellabs Nexus. **This service does NOT include the software licensing fee of upgrade software (Major Software Release).** This Service encompasses the following.

- (a) Frequency. Tellabs will install the latest Software Update upon customer request. Customer can request the installation of Software Updates by contacting the Tellabs Technical Support Center and requesting a Software Update installation.
- (b) Remote Access. It is the Customer's responsibility to provide Tellabs with access to network equipment via VPN or other remote connection.
- (c) Tellabs will schedule the remote installation service within 10 business days from the time of receipt of the Customer request.
- (d) For Platinum 1 and Platinum 2 support service agreements customers can schedule an on-site installation to be performed by a Tellabs field service engineer. Tellabs will schedule the on-site installation within 10 business days from the time of receipt of the Customer request. See table below for details.

Support Level Purchased	Software Update Installation (Maintenance release)
Basic	Not Included
Extended	Not Included
Premium	Remote installation by Tellabs
Platinum 1	1 on-site installation by Tellabs per year
Platinum 2	2 on-site installations by Tellabs per year

2.6 Software Upgrade Installation

Software Upgrade Installation provides installation of Tellabs Optical LAN Software Upgrade (major release) via a secure remote connection for remote activation or via a scheduled on-site Tellabs field service engineer. **This service does NOT include the software licensing fee of upgrade software (Major Software Release).** This Service encompasses the following.

- (a) Frequency. Tellabs will install the latest Software Upgrade (major release) upon customer request. Customer can request the installation of Software Upgrade by contacting the Tellabs Technical Support Center and requesting a Software Upgrade installation based on the support level purchased (see table below).
- (b) Remote Access. It is the Customer's responsibility to provide Tellabs with access to network equipment via VPN or other remote connection.
- (c) Tellabs will schedule the remote installation service within 10 business days from the time of receipt of the Customer request.
- (d) For Platinum 1 and Platinum 2 support service agreements customers can schedule an on-site installation to be performed by a Tellabs field service engineer. Tellabs will schedule the on-site installation within 10 business days from the time of receipt of the Customer request. See table below for details.

Support Level Purchased	Software Upgrade Installation
Basic	Not Included
Extended	Not Included
Premium	Remote installation by Tellabs
Platinum 1	1 on-site installation by Tellabs per year
Platinum 2	2 on-site installation by Tellabs per year

2.7 Network Performance Auditing

Network Performance Auditing provides customers with remote or on-site system health audit report of their network. Tellabs field service engineers audit the network to ensure all Tellabs Hardware and Software are at the latest supported versions and that the network is operating in an optimal state. Reports provide information on the following:

- Hardware/software inventory
- Alarm history
- PON/Uplink bandwidth utilization
- Verify that database backups are current; schedule automatic backups as required
- Verify that network provisioning is consistent with Customer-defined rule set

This service requires remote connectivity be provided to Tellabs to the Customer's Network Management System.

Support Level Purchased	Network Performance Audit
Basic	Not Included
Extended	Not Included
Premium	Remote audit by Tellabs
Platinum 1	1 on-site audit by Tellabs per year
Platinum 2	Up to 2 on-site audit by Tellabs per year

2.8 Technical Support – Available at: 1-800-690-2324, option 1

Remote Technical Support provides access to Tellabs TAC engineers for remote technical support related to Supported Products. This Service encompasses the following:

- (a) Scope of Cases. Tellabs provides remote technical support and assistance on operational issues and questions related to installed and operational Supported Product regardless of severity.
- (b) Authorization to Open Cases. Customer defines which users may open Cases. Customer may request restricted user access by providing Tellabs a passcode; in which case Tellabs will require that each authorized user submit such passcode prior to opening a Case.
- (c) Case Severity. Case severity levels are classified according to the following table. The severity level will determine the priority and escalation process applicable to the Case.

SUPPORT AGREEMENT OVERVIEW

- (d) Remote Diagnosis. Tellabs will use its support lab(s) to reproduce and diagnose Cases. Tellabs may also require remote access (including, but not limited to, VPN or dial in modem access) to Customer's Network in order to remotely troubleshoot and/or resolve Cases. Tellabs uses remote access with Customer's permission only.
- (e) Availability and Response Time. Tellabs Technical Support access availability and response time will be provided according to the level of support purchased, as indicated in the following table.

Severity	Description
Critical (Severity 1)	<p>Conditions that severely affect the primary functionality of the Product and, because of the business impact to the Customer, require nonstop immediate corrective action, regardless of time of day or day of the week, such as:</p> <p>Product inoperability (total or partial outage)</p> <p>A reduction in the capacity capability (i.e., traffic/data handling capability) such that expected loads cannot be handled</p> <p>Any loss of emergency capability (e.g., emergency calls)</p> <p>Safety hazard or risk of security breach</p>
Major (Severity 2)	<p>Product is usable, but a condition exists that seriously degrades Product operation, maintenance or administration, etc., and requires attention during predefined hours to resolve the situation. The urgency is less than in Critical situations because of a lesser immediate or impending effect on system/network performance, Customers and the Customer's operation and revenues, such as:</p> <p>Reduction in Product capacity (but still able to handle the expected load)</p> <p>Any loss of Product administrative or maintenance visibility and/or diagnostic capability</p> <p>Repeated degradation of an essential component or function</p> <p>Degradation of the Product's ability to provide any required notification of</p>
Minor (Severity 3)	Other problems of a lesser severity than Critical or Major, such as conditions that have little or no impairment on the function of the Product.
Inquiry (Severity 4)	Questions or information requests (no problem or Product defect present or reported)

Support Level Purchased	Access Availability	Response Time
Basic	Local Business Hours (8 a.m.-5 p.m. Mon-Friday, excluding Holidays) Local Business Hours means 7:00 a.m. to 7:00 p.m. CST during Business Days – 24X7 for critical	Next business day on noncritical cases. (Same-day response on critical cases)
Extended	24x7x365	Same day on noncritical cases (critical cases receive priority queuing to next available engineer)
Premium	24x7x365	4-hour response on noncritical cases (critical cases receive priority queuing to next available engineer)
Platinum 1	24x7x365	4-hour response on noncritical cases (critical cases receive priority queuing to next available engineer)
Platinum 2	24x7x365	4-hour response on noncritical cases (critical cases receive priority queuing to next available engineer)

2.9 On-Site Support

On Site Break-Fix Support provides for the dispatch of a Tellabs technical engineer to Customer's site after Tellabs TAC determines that a Supported Tellabs Product issue cannot be diagnosed remotely. This Service encompasses the following:

- (a) Allows for a dispatch of an Optical LAN service engineer to your site for delivery, replacement (with spares management program or customer spares), and exchange of the defective Tellabs OLAN equipment or perform fiber optics maintenance and works under the guidance and direction of a Tellabs technical support engineer expert, allowing your staff to focus on other key duties.
- (b) Service assumes an Optical LAN campus or office size of 200+ ONTs in size with a focus on replacement of Tellabs OLAN circuit packs/ONTs and or to perform fiber optic maintenance to clear the trouble ticket fault/s.

This service does not include support/replacement of non-Tellabs products and components in the network.

Response Time. Tellabs will dispatch an On-Site Break Fix engineer to Customer's site in accordance to the support level purchased.

Support Level Purchased	On-Site Dispatch Response Time
Basic	Not included.
Extended	5-business-day scheduled response time.
Premium	(8 hour Business Day) First available flight (or other means of transportation, if applicable) after determining that on-site intervention is needed and confirming Customer's consent
Platinum 1	(7x24) 8 Hour Response Time after determining that on-site intervention is needed and confirming Customer's consent
Platinum 2	(7x24) 4 Hour Response Time after determining that on-site intervention is needed and confirming Customer's consent

Number of OLTs and ONTs	Number of Dispatches per 12 Month Support Term
1 OLT and (100-299 ONTs)	10 On-site Dispatches per 12 Month Support Term
2 OLTs and (300+ ONTs)	20 On-site Dispatches per 12 Month Support Term

Note: A dispatch is used for on-site Audit and on-site upgrade services

Time and Travel Only. This Service covers only the time and travel expenses of the Tellabs technical engineer dispatched to a Customer's site to resolve a Case, and does not include materials. Materials will be billed separately, where applicable. Time on-site covered by this service is limited to 6 hours per dispatch. If additional time is required then an additional on-site dispatch will be counted.

2.10 In Region Spares Management

Local in region spares to support service level agreement SLA with Tellabs on-site engineer. This spares management service allows access to Tellabs service center location spares in order to resolve in region trouble case/s with an on-site Tellabs dispatched field engineer and will match the on-site break fix support SLA (i.e. 4 hour SLA). The spares on-site response times are subject to spares unit availability, Tellabs on-site dispatched engineer, and all spares request are to be authorized for delivery by Tellabs TAC organization.

SUPPORT AGREEMENT OVERVIEW

Support Level Purchased	In Region Spares Management
Basic	Not Included
Extended	Not Included
Premium	Not Included
Platinum 1	Available on site within 8 hours after contacting Tellabs
Platinum 2	Available on site within 4 hours after contacting Tellabs

2.11 Software Subscription Plan – Access to Software Upgrades

Software Upgrades (Major Software Release) provides access to the latest generally available Upgrades, if and when available, for the applications Customer has licensed from Tellabs for Supported Products in Customer's Network. This Service encompasses the following.

Media. Tellabs will provide Customer access to Upgrades software via: (i) secure Web access (at Tellabs' discretion) to remotely download Upgrades software, or (ii) physical media.

Exceptions. This Service does not include: (i) custom features; (ii) new application Software (iii) Hardware; (iv) installation or upgrade Services; and (v) updates for Third Party Computing Software and Hardware.

2.12 Customer Responsibilities

Customer shall, at Customer's sole cost and expense:

- Be responsible for all day-to-day maintenance of the Supported Product per Tellabs' recommendations and the Documentation;
- Cooperate with, assist and provide information to Tellabs as needed to perform the Support (including but not limited to providing an on-site technician); Provide Tellabs with access to the Supported Product (including but not limited to VPN or dial in modem access), and all sites, workstations and personnel as necessary to provide the Support, subject to Customer's reasonable security and operational regulations.

2.13 Annual Support Fee Calculation and Reinstatement Fee

The Support Fee is calculated and invoiced in advance of each twelve (12) month period of the Annual Support Fee Calculation

Support Term (including any periods of lapsed support coverage.)

The renewal Support Fee for subsequent annual Support Terms is calculated using the previous annual Support Fee, plus any newly delivered and installed Hardware and Software (i.e. ONT, OLT, ESU, Quad Card etc.) (captured by Tellabs authorized reseller through inventory system commands) will be calculated using a percentage of list price of the newly added delivered and installed Hardware (based on the level of support) that were delivered to Customer during the previous annual Support Term ("Incremental Growth Value" or "IGV").
Calculation: subsequent annual support agreement + Incremental growth.

Tellabs will charge a reinstatement fee for support agreements not renewed within 30 days after the "end-date of the service support agreement term". The reinstatement fee will be captured on the renewal support agreement quote.

Reinstatement Calculation Table:

Time Period Lapse from support agreement expiring	Percentage of Expired Support Agreement	Example of Reinstatement Fee	Example Reinstatement Fee
1 - 6 months	25%	\$5,000.00 Support Agreement	\$1,250.00
7 - 12 months	50%	\$5,000.00 Support Agreement	\$2,500.00
Greater than 12 months	75%	\$5,000.00 Support Agreement	\$3,750.00

3. Miscellaneous Terms and Conditions

The Tellabs Standard Terms and Conditions for Tellabs Deliverables (available at http://www.tellabs.com/legal/tlab_terms-for_global_sales.pdf or upon request) are hereby incorporated by reference and shall, in combination with this Proposal, govern Customer's purchase and Tellabs' performance of Support.

4. Appendix A Definitions

"Aggregate Value" means the then-current sum of the invoiced prices of all Supported Product Hardware and Software that have been delivered to the Customer (including but not limited to those pertaining to Supported Products delivered and invoiced to Customer prior to the effective date of the Support Agreement).

"Business Days" means Monday through Friday (excluding Tellabs holidays at the location from which the pertinent Services are rendered).

"Business Hours" for Customers located in the U.S. means 7:00 a.m. to 7:00 p.m. CST, during Business Days. "Business Hours" for Customers located outside the U.S. means 8:00 to 17:00 GMT +1 during Business Days. "Cases" means, collectively, Critical Cases, Major Cases, Minor Cases and Inquiry Cases.

"CTS" means Tellabs' computer-based tracking system used to record and track Cases reported by Customer and Tellabs field support personnel.

"Documentation" means the user instructions related to a Product.

"Force Majeure" means causes that are outside the reasonable control of a Party and cannot be avoided by the exercise of due care, including but not limited to: (a) governmental actions, orders, legislation, regulations, restrictions or rationing; (b) riots, civil disturbances or disobedience, epidemic, quarantine, acts of terrorism or war; (c) strikes, lockouts or shutdowns; (d) shortages of labor or supplies, interruption or lack of transportation, embargo or prohibition of the import or export of goods; or (e) fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy. "Hardware" means that portion of the Product that is not Licensed Materials.

"Irreparable" means a determination by Tellabs that a Product cannot be repaired. A Product may be Irreparable if it (a) has been modified, tampered with, improperly handled, improperly installed or not operated in accordance with Specifications or operating procedures; (b) contains obsolete components; (c) has been contaminated; or (d) has physical, corrosive or transient damage (e.g., lightning or water damage) —whether the foregoing occurred while in Customer's possession or during the shipping process.

"Licensed Materials" means Software and Documentation. "List Price" means a Product's price as set forth in the then current Tellabs price list.

"Network" means the operation support system under the exclusive control of Customer.

"Network Manager" means the Tellabs network management system (NMS) or element management system (EMS) for the Support Product.

"Next Business Day" means the next day after troubleshooting a case falling within Monday through Friday (excluding Tellabs holidays at the location from which the pertinent Services are rendered).

"No Trouble Found" means that Tellabs has tested a Product that Customer reported as defective and found that such Product meets the applicable Specifications and minimum shippable revision level.

"Party/ies" means Tellabs and/or Customer.

"PCN" means product change notification.

"Product" means goods, supplies, parts, components and assemblies, including the Licensed Materials, sold and/or licensed to Customer by Tellabs or a Tellabs authorized reseller. Tellabs may (in its sole discretion and at any time) exclude any of the foregoing from the definition of "Product."

"Recertified" or "Recertification" means that Tellabs has tested Used Equipment and confirmed that it meets the applicable Tellabs specifications.

"RMA" means Return Material Authorization.

"Service" means any work Tellabs performs for Customer.

SUPPORT AGREEMENT OVERVIEW

"Software" means the Tellabs executable computer programs, firmware and other digital instructions and control data associated with a Product. Software does not include source code or proprietary design information.

"Specifications" means Tellabs' published system specifications as identified in Tellabs' system documentation for a specific Product.

"Support" means those Services that are mutually agreed to by the Parties and set forth in this Proposal. "Support Agreement" means Customer's agreement to purchase and Tellabs' agreement to provide Support. "Support Fee" means the fee set forth in this Proposal that Customer is obliged to pay in order to receive Support during each Support Term.

"Supported Product" means the Products listed in this Proposal, for which Customer purchases Support. "Support Term" means the period listed in this Proposal, during which Buyer is entitled to receive Support.

"TAC" means Tellabs Technical Assistance Center. "Tellabs Repair Center" means the center that repairs or updates Products, whether in-warranty or out-of-warranty.

"Third-Party Computing Software and Hardware" means third party computing hardware and software suggested by Tellabs (including but not limited to any third party computing software and hardware that are supplied by Tellabs) required for the operation of Customer's Network Manager platform.

"TSE" means, individually and collectively, Tellabs Technical Support Engineers.

"Turnaround Time" means the period of time that commences when a Product is received at the Tellabs Repair Center and ends when such Product is shipped from the Tellabs Repair Center.

"Update" means fixes maintenance releases. Updates do not include new application Software.

"Upgrade" means a major release. Upgrades do not include new application Software.

"Used Equipment" means Product that has been purchased or otherwise obtained from parties other than Tellabs or a Tellabs-authorized reseller.

"VPN" means virtual private network