

## Tellabs North America Software License Transfer Policy

- **Overview:** Tellabs North America Software License Transfer Policy states Tellabs' policies regarding the transfer of Tellabs Software in connection with the sale of used Tellabs equipment. The Policy also covers the obligations of customers when buying and deploying used Tellabs equipment containing Embedded Software. This Policy helps ensure the integrity and quality of Tellabs' Software and maintain and protect Tellabs' goodwill and intellectual property rights.\*

- **General Policy:** Tellabs' general policy is that **Tellabs' software license is not transferable.**

Tellabs equipment consists of hardware and software. The software includes the executable computer programs, system operating software, firmware and other digital instructions and control data that are embedded in the equipment and documentation (together "Embedded Software") as well as stand-alone application software and documentation.

When Tellabs sells equipment, Tellabs sells the hardware, but licenses the Embedded Software, stand-alone application software and documentation (together "Software") to the original purchaser-licensee. Under Tellabs' standard software license, the right to use the Software is non-transferable.

Owners of Tellabs products may transfer or re-sell Tellabs hardware. Embedded Software may be transferred along with the hardware being sold, provided that the Conditions of Transfer (below) are met. However, the right to use the Embedded Software, which is contained in most Tellabs hardware, is non-transferable.

Unless an Exception (below) applies, in order to have the right to use Embedded Software, the transferee must obtain from Tellabs a right-to-use license for the Embedded Software. Right-to-use licenses are available through Tellabs' Re-license Service or by buying equipment through Tellabs Certified Refurbished Equipment Program. Third-party resellers are not authorized to grant right-to-use licenses for Tellabs Software.

Tellabs' stand-alone software applications and documentation as well as the right to use them cannot be transferred or re-sold. Additionally, due to restrictions on transfer imposed by our third-party licensors, certain Tellabs products cannot be transferred under any circumstances.

- **Exceptions:** Tellabs recognizes certain limited exceptions to the general prohibition on transfers of Tellabs' Software licenses. Provided that the following Conditions of Transfer are met and provided that the transferee is a telecommunications service provider, Tellabs will permit the right to use **Embedded Software only** to be transferred on prior written notice with no re-license fee due in these exception situations:

- **Transfer to an Affiliate.** An entity may transfer its right to use Embedded Software in connection with the transfer or resale of hardware to an Affiliate. An Affiliate is any entity that controls, is controlled by or is under common control with the entity that acquired the equipment from Tellabs, an authorized Tellabs Partner, an authorized Tellabs Value-Added Reseller or from a permitted transferor, where "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the voting equity securities.
- **Transfer Pursuant to a Merger or Acquisition.** An entity may transfer its right to use Embedded Software to the purchaser of all or substantially all of the capital stock of the transferor or all or substantially all of the assets of that portion of the transferor's business to which those licenses pertain.
- **Transfer in Connection with the Sale of Operational Site Where the Equipment Will Not Be Re-located.** An entity may transfer its right to use Embedded Software in connection with the transfer or resale of Tellabs hardware where the transferee purchases and operates an operational site intact without relocating any of the Tellabs equipment from that site.

\* Tellabs North America Software License Transfer Policy shall not control or be deemed to amend the terms and conditions of any existing agreement between Tellabs and any customer unless the parties expressly so agree in writing.

## ■ Conditions of Transfer:

These Conditions of Transfer must be met in all cases, including transfers covered by the Exceptions:

- Neither the transferor nor transferee is in breach of the agreement governing the use of the Software or any other agreement with Tellabs;
- The transferor must provide prior written notice identifying the transferee and all Tellabs equipment (by part number and serial number) containing Embedded Software being transferred. All notices of transfers should be sent to [sw-transfer@tellabs.com](mailto:sw-transfer@tellabs.com) or as indicated in the agreement between Tellabs and the customer or transferor, if any;
- The transferee must, in a writing to Tellabs: (i) agree that transferee's use of the Software shall be governed by, at Tellabs' sole discretion (A) the applicable terms of the then-current license agreement between Tellabs and transferee, (B) the applicable terms of the then-current license agreement between Tellabs and transferor or (C) the applicable terms of Tellabs' then-current standard license agreement and (ii) assume all of the relevant obligations of the transferor; and
- The transferor and transferee must pay any fees for services previously scheduled or contracted or that Tellabs performs at transferor's or transferee's request, or any charges Tellabs incurs, as the result of any transfer.

## ■ More Information:

For more information or clarification on this North America Software License Transfer Policy, please contact your local Tellabs sales office or visit [www.tellabs.com](http://www.tellabs.com). This North America Software License Transfer Policy is subject to change without notice. This North America Software License Transfer Policy supercedes any other previous software license transfer policies delivered or made available to Tellabs customers. In the event any portion of this Policy is deemed to be prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction, then such portion shall be ineffective as to such jurisdiction without affecting any other portion of this Policy.



One Tellabs Center  
1415 West Diehl Road  
Naperville, IL 60563 U.S.A.  
Tel: +1.630.798.8800  
Fax: +1.630.798.2000

The following trademarks and service marks are owned by Tellabs Operations, Inc., or its affiliates in the United States and/or in other countries: TELLABS®, TELLABS and T symbol®, and T symbol®. All other company names and products mentioned herein may be the property of their respective companies.