

Tellabs® North America Used Equipment Policy

Overview

Tellabs North America Used Equipment Policy states Tellabs' policies regarding Tellabs hardware and software products ("Tellabs Equipment") that have been purchased or otherwise obtained from parties other than Tellabs, or an authorized Tellabs Partner or authorized Tellabs Value-Added Reseller ("Used Equipment"). This Policy does not apply to Tellabs Equipment that is purchased from Tellabs, or an authorized Tellabs Partner or authorized Tellabs Value-Added Reseller and is subsequently transferred within the Exceptions noted in the Tellabs North America Software License Transfer Policy.

Software Licenses

When Tellabs sells Tellabs Equipment, Tellabs sells the hardware, but licenses 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 (together "Software") to the original purchaser/licensee. Under Tellabs' standard software license, the right to use the Software is non-transferable. Tellabs recognizes certain limited exceptions to the general prohibition on transfers of Tellabs' Embedded Software licenses. These are described in the Tellabs North America Software License Transfer Policy which is available at www.tellabs.com.*

Owners of Tellabs Equipment may transfer or re-sell Tellabs hardware, including the Embedded Software for that hardware, but only if the specified Conditions of Transfer are met. These Conditions of Transfer are described in Tellabs North America Software License Transfer Policy. Tellabs' stand-alone software applications and documentation as well as the right to use them cannot be transferred or re-sold.

However, in order to have the right to use Embedded Software without violating Tellabs' intellectual property rights, a customer who buys Used Equipment must obtain from Tellabs a right-to-use license. Right-to-use licenses for Embedded Software are available only through Tellabs ("Re-license Service") or through Tellabs Certified Refurbished Equipment Program. Third-party resellers are not authorized to grant right-to-use licenses for any Tellabs Software. Notwithstanding the above, due to restrictions on transfer imposed by our third-party licensors, certain Tellabs products are non-transferable under any circumstances.

Re-Certification Services

Tellabs makes available Re-certification Services for Used Equipment. "Re-certified" or "Re-certification" means that Tellabs has tested the Used Equipment and confirmed that it meets the applicable Tellabs product specifications. System Re-certification is performed at the system-installed location. Module Re-certification is performed at Tellabs' Repair and Return Center.

Tellabs reserves the right to refuse to Re-certify and to provide operational support or professional services for any Used Equipment if, in Tellabs' discretion, such Used Equipment cannot be Re-certified to meet Tellabs' product specifications.

Tellabs will charge for Re-certification Services at Tellabs' then-current rates. Re-certification charges do not include any additional hardware or software that Tellabs deems necessary to make the Used Equipment field-deployable. Such hardware and software will be billed separately.

**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 agree in writing.*

Support and Support Agreements

Tellabs will only provide operational support for Used Equipment or for systems containing Used Equipment after it has been Re-licensed and Re-certified. If Used Equipment comprises a system or portion of a system (including, but not limited to (a) modules; (b) product hardware and software required for expansions; and (c) hardware and software upgrades), then Tellabs reserves the right to require Re-licensing and Re-certification each time Used Equipment is placed into service. Tellabs Support Agreement customers that place Used Equipment in their systems are required to purchase Re-certification Services and Re-licensing Services for all Used Equipment before support will continue under the Tellabs Support Agreement.

Tellabs will provide operational support for Re-certified and Re-licensed Used Equipment on a pay-per-incident basis or under a Support Agreement. A Support Agreement provides Tellabs' customers with a contracted, premium level of service in which the scope of services is broader than that which is available on a pay-per-incident basis. Tellabs offers Support Agreements in two levels of operational support. These support suites provide coverage for Re-certified Used Equipment and for Tellabs Equipment that was purchased directly from Tellabs, or an authorized Tellabs Partner or authorized Tellabs Value-Added Reseller. Descriptions of the services and coverage provided under these support suites are available from your local Tellabs sales office or by visiting www.tellabs.com.



Professional Services

Tellabs requires that Used Equipment be Re-licensed and may also require that Used Equipment be Recertified before Tellabs will perform professional services related to that Used Equipment.

Warranty

Tellabs' warranties on Tellabs Equipment are non-transferable. Only the original purchaser-licensee of Tellabs Equipment may make warranty claims in accordance with the Tellabs Global Warranty Policy.

Used Equipment modules that Tellabs Re-certifies at the Tellabs Repair and Return Center receive a 90 day hardware warranty as provided in Tellabs Global Warranty Policy. Where system Re-certification has been performed, no warranty is provided for Used Equipment systems or Used Equipment modules in that system.

Except as expressly provided above, Tellabs has no warranty or other liability for damages of any kind for Used Equipment or any other equipment contained in the system into which Used Equipment is installed.

Confidential Information

The Software portions of all Tellabs Equipment (including Used Equipment) contain confidential and proprietary information of Tellabs or its licensors. The purchaser of Used Equipment must use strict safeguards to prevent any unauthorized disclosure of such information and restrict the use of and access to such information to those employees with a need to know.

More Information

For more information or clarification of the information and services described in this Tellabs North America Used Equipment Policy, please contact your local Tellabs sales office or visit www.tellabs.com. The information described herein is subject to change without notice. This Policy is a summary of Tellabs' North America Used Equipment Policy as of the date hereof.

This Policy supercedes any other previous used equipment policy made available to Tellabs' customers. If 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.

North America

Tellabs
One Tellabs Center
1415 West Diehl Road
Naperville, IL 60563
U.S.A.
+1 630 798 8800
Fax: +1 630 798 2000

Asia Pacific

Tellabs
3 Anson Road
#14-01 Springleaf Tower
Singapore 079909
Republic of Singapore
+65 6215 6411
Fax: +65 6215 6422

Europe, Middle East & Africa

Tellabs
Abbey Place
24-28 Easton Street
High Wycombe, Bucks
HP11 1NT
United Kingdom
+44 871 574 7000
Fax: +44 871 574 7151

Latin America & Caribbean

Tellabs
1401 N.W. 136th Avenue
Suite 202
Sunrise, FL 33323
U.S.A.
+1 954 839 2800
Fax: +1 954 839 2828