

# Tellabs Global Used Equipment Policy

## Overview

This Tellabs Global 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 a Tellabs-authorized reseller ("Used Equipment"). This Policy does not apply to Tellabs Equipment that is purchased from Tellabs or a Tellabs-authorized reseller and is subsequently transferred within the Exceptions noted in the Tellabs Global 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 (collectively, "Embedded Software") as well as stand-alone application software and documentation (collectively, "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 Global Software License Transfer Policy which is available at [www.tellabs.com](http://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 Global 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 cannot be transferred under any circumstances.

## Re-Certification Services

Tellabs makes available Re-certification services for Used Equipment. "Re-certify," "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 or 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.

## Support and Support Agreements

Tellabs will only provide operational support for Used Equipment or for systems containing Used Equipment after it has been 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 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 licensing services for all Used Equipment before support will continue under the Tellabs Support Agreement.

Tellabs will provide operational support for Re-certified and licensed Used Equipment on a pay-per-incident basis or under a Tellabs Support Agreement. A Tellabs 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 a Tellabs-authorized 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](http://www.tellabs.com).

\* Tellabs Global 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.



## Professional Services

Tellabs requires that Used Equipment be licensed and may also require that Used Equipment be Re-certified before Tellabs will perform professional services related to such 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 both Re-certifies at the Tellabs Repair and Return Center and re-licenses 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 PROVIDES NO OTHER WARRANTY FOR, AND SHALL NOT BE SUBJECT TO ANY OTHER LIABILITY FOR DAMAGES OF ANY KIND CAUSED BY OR ARISING FROM, 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 Global Used Equipment Policy, please contact your local Tellabs sales office or visit [www.tellabs.com](http://www.tellabs.com). The information described herein is subject to change without notice. This Policy is a summary of Tellabs' Global 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.