



Tellabs Pay-Per-Incident Technical Support Services Policy

Overview

This Tellabs North America Pay-Per-Incident Technical Support Services Policy describes Tellabs' operational Technical Support services ("Support") provided on a pay-per-incident basis for eligible Products.

Definitions

"Business Day(s)" means Monday through Friday (excluding Tellabs holidays).

"Business Hours" means 7:00 a.m. to 7:00 p.m. CST during Business Days.

"Case" means a technical issue, problem or question communicated by the customer to Tellabs' TAC concerning a Product installed in the customer's network. A Case is a unique record and is indexed by customer name, user and/or such other keywords as may be assigned to the call.

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

"Force Majeure" means causes that are outside the reasonable control of Tellabs 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.

"Licensed Materials" means Software and Documentation.

"Non-Business Hours" means any time that is not within Business Hours.

"Product" means goods, supplies, parts, components, and assemblies, including the Licensed Materials, sold and/or licensed to Buyer by Tellabs or a Tellabs-authorized reseller.

"Software" means the Tellabs executable computer programs, firmware and other digital instructions and control data associated with a Product.

"TAC" means Tellabs Technical Assistance Center.

Pay-Per-Incident Services

Tellabs provides Remote Technical Support and On-Site Technical Support on a pay-per-incident basis for selected Products that the customer purchases or obtains directly from Tellabs or a Tellabs-authorized reseller that have not been manufacturing discontinued.

All requests for Support must be accompanied by a valid purchase order before Tellabs will provide service. Tellabs will charge for the Support provided on a pay-per-incident basis at Tellabs' then-current rates specified in the sections below. Payment will be due net 30 days from the invoice date. Tellabs reserves the right (in its sole discretion) to require payment in advance.

Remote Technical Support

Remote Technical Support provides the customer with telephone assistance to resolve Cases. Tellabs will use reasonable commercial efforts to diagnose and resolve Cases via Remote Technical Support. The TAC provides this service during Business Hours.

Important Note: Pay-per-incident Remote Technical Support is available for selected Products only. Pay-per-incident Remote Technical Support is not an available option for *Optical LAN* Products. Remote Technical Support for these Products is available only through a Tellabs Support Agreement.

The fee for Remote Technical Support is provided in the table below. Tellabs reserves the right to charge additional fees to continue work on Cases that require (in Tellabs' sole discretion) an extraordinary amount of effort to resolve.

Tellabs Technical Services Pay Per Incident Fees	
PPI Remote Technical Support	\$5,000 per Case (ST30001)

On-Site Technical Support

If customer has opened a Case with Tellabs, and Tellabs and customer mutually agree that the Case cannot be diagnosed via Remote Technical Support, then Customer may request the dispatch of technical support personnel to the customer's site in order to further diagnose or resolve the Case. Tellabs will use commercially reasonable efforts to dispatch available support personnel to customer's site as soon as practicable after receiving and accepting a valid purchase order for On-Site Technical Support (subject to travel limitations and other restrictions).

Availability of On-Site Technical Support is contingent upon resource availability. On-Site Technical Support will be charged on a per-person, per-day basis. The following table details such charges:

Price Per Tellabs Designated Technical Support Person Per Day		
Support Days	Locations in Contiguous US	Other NA Locations
First day of On-site Technical Support (up to a maximum of eight (8) hours)	USD \$3,600	quoted individually
Each additional day (up to a maximum of eight (8) hours per such day)	USD \$1,800	quoted individually

- The pricing set forth above (a) includes time and travel expenses only, and (b) does not include materials. Materials will be invoiced separately, where applicable.
- Tellabs will also bill the customer in full, as per the pricing set forth above, for On-Site Technical Support that was not performed due to reasons attributable to the customer (including but not limited to customer delays).

Support Agreements

Comprehensive Protection In One Package

As an alternative to paying for Support on a pay-per-incident basis, Tellabs offers a portfolio of Support Agreement solutions designed to address the operational support requirements of a customer's specific network design and technical and operational capabilities. Tellabs Support Agreements offer rapid, responsive support solutions.

Because a Support Agreement provides coverage above and beyond the Product warranty, Tellabs recommends that customers purchase a Support Agreement at the point of initial deployment of the Product. Support Agreements offer comprehensive operational protection and simplified management of a customer's operations and maintenance budget from the time of initial installation.

Support for Discontinued Hardware and Software

Tellabs provides limited Support for manufacturing discontinued Hardware and non-supported Software releases. For more information, please see the Tellabs Global Manufacturing Discontinued Policy, available upon request.

More Information

For more information or clarification of the information and services described in this Tellabs North America Pay-Per-Incident Technical Support Services 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 the Tellabs North America Pay-Per-Incident Technical Support Services as of the date hereof.

This Policy supersedes any previous pay-per-incident technical support services 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.

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