



Network Care Plans Description of Services

Network Care Plans are subject to ADTRAN's published Commercial Terms of Sale located at adtran.com/cts, unless Customer has a written agreement with ADTRAN that is in effect at the time Services are rendered. Unless otherwise defined, "Services" shall mean all of the services provided by ADTRAN to Customer under the applicable Network Care Plan.

ADTRAN offers the following three levels of **NETWORK CARE PLANS**:

1. Total Network Care
2. Enhanced Network Care
3. Basic Network Care (subscriber limit applies)

A. GENERAL TERMS

1. **Initial Term:** Services commence thirty (30) days following ADTRAN's written receipt and acceptance of a purchase order from Customer and will continue for an initial term of one (1) year unless mutually agreed. ADTRAN may conduct on-site inspections to verify the operating condition of the Products to determine whether they are properly installed and functioning within expected specifications. Improperly installed or malfunctioning Products must be restored to proper operating condition before ADTRAN is obligated to perform Services.
2. **Renewal Term:** The Initial Term will be automatically renewed for successive one (1) year terms unless either ADTRAN or Customer provides written notice sixty (60) days prior to expiration date of the intent not to renew. If renewing, Customer agrees to place a purchase order for the renewal term thirty (30) days prior to the renewal start date. Customer may not terminate Services for convenience.
3. **Pricing:**
 - a. Quoted pricing is valid for purchase orders received within ninety (90) days from the date of ADTRAN's quotation.
 - b. All purchase orders should reference the Quote #
 - c. All prices are in US dollars (\$) unless otherwise stated and are net of any applicable taxes.
 - d. Prices are fixed during the Initial Term.
4. **Additional Services or Products:** Customer may submit a written request to add Products to the Services and may request additional Services. Upon receipt of the request, ADTRAN will provide Customer revised pricing that includes the



additional Products and Services, as the case may be. The additional Services and/or Services for the additional Products will commence thirty (30) days following receipt of a purchase order therefor.

5. Payment Terms for Direct Customers: All payments are due thirty (30) days from the date of invoice. Services for Products added after the Effective Date will be invoiced on a pro-rated basis.

6. Service Level Deliverables; Severity Levels. The definitions of “Service Level Deliverables” and Severity Levels” are found in **TABLE A** and **TABLE B**, below.

7. ADTRAN Responsibilities:

- a. Provide support in accordance with the Network Care Plan purchased, including telephone, web, and email support within the Service Level Deliverables for each such Plan.
- b. Troubleshoot incidents and identify defective Products.
- c. Provide Software Bug Fixes, Patches, Workarounds, where possible, and Updates that may be available (including Updates if included in the purchased Network Care Plan) in order to restore Product to operational status.
- d. Authorize RMAs for in-warranty Products and as provided by the purchased Network Care Plan.
- e. Manage escalations and set up executive review meetings as needed.

8. Customer Responsibilities:

- a. Open a Support Case with all necessary contact information and include the ADTRAN Service Plan ID number to ensure that Service Level Deliverables are identified and applied to the Support Case.
- b. For Critical issues, the Support Case must be opened by phone and the outage situation must be clearly communicated to the agent.
- c. For all other issues, the Support Case must be opened via adtran.com/opencase
- d. Promptly answer calls and emails from ADTRAN personnel regarding the Support Case.
- e. Provide remote access to network through virtual private network or desktop sharing.
- f. Provide Customer personnel that are knowledgeable of the Problem to assist the ADTRAN personnel in isolation and resolution.
- g. Install and maintain the Products in accordance with ADTRAN published specifications and ensure the Software and Firmware releases or versions are currently supported by ADTRAN.
- h. Escalate any Problem with the Support Case or technical support process to an ADTRAN Manager via the contact list provided in **TABLE C**.



9. EXCLUSIONS:

- a. ADTRAN does not provide Services for Products that are altered, modified, mishandled, improperly installed, destroyed or damaged by natural causes (including but not limited to water, environmental exposure, fire, vandalism), public enemy, electrical stress, or damage due to a negligent or willful act or omission or use other than as specified in the ADTRAN published specification or Documentation, or resolution of Software or Hardware Problems resulting from third party products or causes beyond ADTRAN's control.
- b. The following services are not included, but may be purchased separately: Training, Remote or On-Site Installation, Test and Turn-Up, Cutover, implementation of Software Upgrades, Configuration and/or Provisioning services.
- c. Also excluded is support for Software or firmware which is two or more releases behind the current release. ADTRAN Technical Support provides support for the current release and one previous release of Software at the time a request for support is made. Support may be provided for earlier releases of Software on a limited basis; however, ADTRAN's sole remedy may require Customer to upgrade to latest Software release.
- d. Support Cases caused by casualty, natural disaster, including weather related incidents, negligence by Customer or misuse by Customer are not subject to the Service Level Deliverables. If Service has not been restored due to one of these conditions, ADTRAN and Customer will develop a mutually agreed plan of action that may result in additional expenses.
- e. If the Support Case is generated due to the Customer's database corruption, the issue will be returned to Customer and the Support Case canceled. However, if the issue is caused by ADTRAN's Product, ADTRAN will work on the restoration of data on the specific Product assuming the Customer has formal, executed back up procedures in place.
- f. In addition to the foregoing, the following services are also excluded:
 - i. Afterhours services not related to an outage affecting customers.
 - ii. Support for software features not already developed.
 - iii. Cost and expense for the recovering or reconstructing data that has been lost during performance of maintenance.
 - iv. Remote installation, turn-up and/or Customer cutover beyond general instructions
 - v. Products that are discontinued are excluded from repair and / or replacement after their specific standard warranty period.
 - vi. Products that are beyond their maximum warranty date.
- g. Service Level Deliverables will not apply to Support Case events for which remote access cannot be established for reasons outside the control of ADTRAN, and/or knowledgeable Customer personnel are not available to assist.
- h. Service Level Deliverables will not apply to Support Cases determined to have a root cause unrelated to proper operation of ADTRAN Products.



B. NETWORK CARE PLANS

1. ADTRAN offers three levels of Network Care Plans -- Total Network Care; Enhanced Network Care; and Basic Network Care -- each of which include different response times, coverage availability, levels of support, type of repair or replacement, software maintenance and other components (collectively “Service Components”). The Service Components and Service Level Deliverables (standard deliverable metrics) included in each Plan are described in **TABLE A** below. Service Level Deliverables vary depending on Severity Levels (as defined in **TABLE B**).

Priority Remote Technical Support

	Severity Levels (see TABLE B)	Initial Response Time	Supported Software	Software Maintenance Service	Hardware Service	NTF Fees	Training	Term
Total Network Care	Critical (Severity 1)	20 minutes	Current Release -1 or <12 months from original install	Software Maintenance with Updates to Purchased Release	NBD Advance Replacement Service	Waived	\$4,000 Training Vouchers	1 year
	Major (Severity 2)	4 hours						
	Minor (Severity 3)	1 business day						
	Informational	5 business days						
Enhanced Network Care	Critical (Severity 1)	30 minutes	Current Release -1 Or <12 months from original install	Software Maintenance with Updates to Purchased Release	Repair Service	Waived	\$2,000 Training Vouchers	1 year
	Major (Severity 2)	8 hours						
	Minor (Severity 3)	2 business days						
	Informational	N/A						
Basic Network Care	Critical (Severity 1)	1 hour	Current Release -1 or <12 months from original install	Software Maintenance with Updates to Purchased Release	Repair Service	Not Waived	\$1,000 Training Vouchers	1 year
	Major (Severity 2)	12 hours						
	Minor (Severity 3)	3 business days						
	Informational	N/A						

2. Severity Levels (TABLE B):

a. The following classifications and related definitions shall be used for reporting issues/defects with the Products:

Critical	<p>Conditions that severely affect the primary functionality of the product and because of the business impact to the customer requires non-stop immediate corrective action, regardless of time of day or day of the week as viewed by a customer on discussion with the organization such as:</p> <ul style="list-style-type: none"> a) Product inoperability (total or partial outage), b) a reduction in the capacity capability, that is, traffic/data handling capability, such that expected loads cannot be handled, c) any loss of emergency capability (for example, emergency 911 calls), or d) safety hazard or risk of security breach.
Major	<p>Product is usable, but a condition exists that seriously degrades the product operation, maintenance or administration, etc., and requires attention during pre-defined standard hours to resolve the situation. The urgency is less than in critical situations because of a lesser immediate or impending effect on product performance, customers and the customer's operation and revenue such as:</p> <ul style="list-style-type: none"> a) reduction in Product's capacity (but still able to handle the expected load), b) any loss of administrative or maintenance visibility of the product and/or diagnostic capability, c) repeated degradation of an essential component or function, or d) degradation of the product's ability to provide any required notification of malfunction.
Minor	<p>Other problems of a lesser severity than 'critical' or 'major' such as conditions that have little or no impairment on the function of the system.</p>
Informational	<p>An inquiry for which a Customer with appropriate technical expertise and acquaintance with the Product could have answered on its own. A request for information may:</p> <ul style="list-style-type: none"> a) ask a question on procedures that are covered in the documentation shipped with or contained in the Product. b) ask for information on the Product that will be used to help interface the Product with other products. c) ask for help on a problem that turns out not to be a problem, bug or failure, but is due to a lack of

	<p>understanding of the Product. Company will provide resources during normal business hours to provide information or assistance as required.</p>
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b. The following definitions shall apply to the Service Level Deliverables:

“Initial Response Time” means the time period between Customer submission of a Support Case by telephone or web form, and the ADTRAN support engineer’s first attempt to respond via the contact information provided on the Support Case.

C. SOFTWARE MAINTENANCE. ADTRAN offers Software Maintenance as a Service Component of some Network Care Plans.

1. Definitions. The following definitions apply to Software Maintenance:

- a. “Bug Fixes” means all Error corrections or other modifications to the Product which are necessary to make the Software and/or Managed Services conform to the Documentation.
- b. "Error" means a defect attributable to the Product and which causes the affected Product not to function substantially in conformance with the Documentation.
- c. “Maintenance Release” means enhancements to existing features or Bug Fixes.
- d. “Major Release” means a release of the Software and/or Managed Services that at a minimum introduces new features.
- e. “Patch" means a software module or modules created and used to correct an Error or malfunction identified in the Software and/or Managed Services.
- f. “Problem" means any actual or perceived failure or function impairment attributable to the Product, including but not limited to an Error, that causes reduced functionality to the Software and/or Managed Services.
- g. "Update" means a Maintenance Release that corrects deficiencies or bugs affecting performance of the Software and/or Managed Services in respect of the Documentations and may include Patches and/or Bug Fixes or provides minor functionality enhancements.
- h. “Upgrade” means a formal general software release (i) which provides new features and/or additional functionality to the Software and/or Managed Services, or (ii) which provides significant feature or functionality enhancements, reliability enhancements and other modifications to the Software and/or Managed Services.
- i. "Workaround" means a feasible change in operating procedures or configuration whereby an end user can avoid any deleterious effects of a Problem. All Workarounds to Software and/or Managed Services are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the Software and/or Managed Services was acquired.

2. Software Maintenance with Updates to Purchased Release:

- a. This Service Component allows access to download Patches and Updates for Software, firmware, and documentation applicable to the Products. ADTRAN will provide email notification service for each software release as it is made generally available to which customers may subscribe.
- b. As it applies to currently installed Software or Updates, Software error correction services, including, without limitation: (i) Problem diagnostic services for identifying Problems and application faults, analyses and Problem resolution; (ii) application of Maintenance Releases; and (iii) all defect correction code (including interim releases, Patches and Workarounds) and all associated release note documentation and technical information.
- c. Covered Software will include the then most-recent Software commercially released, and the one immediately prior version.
- d. ADTRAN will deliver Maintenance Releases for twelve (12) months following the installation or activation of the Software and/or a Major Release of the Software to Customer.
- e. Each Update with respect to Software, Hardware, and Documentation will be considered to be a part of such Software, Hardware and Documentation for purposes of any applicable license granted by ADTRAN to Customer.
- f. ADTRAN and Customer agree that each Party's rights, restrictions and obligations under the applicable license with respect to any Software, Hardware, and Documentation will also apply to all Enhancements.
- g. ADTRAN is responsible for backward compatibility of Hardware. If any Hardware fails to meet backward capability, then it is the responsibility of ADTRAN, at no additional fee, cost and/or expense to Customer, to ensure that any Enhancement meets such backward capability requirements

3. Software Maintenance with Updates plus Upgrades:

In addition to the provisions of Software Maintenance with Updates to Purchased Release as described in Section B.2 above, this Service Component allows access to download Upgrade releases of Software applicable to the Products. ADTRAN will provide email notification service for each Software release as it is made generally available to which Customers may subscribe. Customer is responsible for installation or may purchase professional installation services from ADTRAN on mutually agreed terms.

D. HARDWARE SERVICE

1. Repair Service

For all Products covered by a Network Care Plan that includes Repair Service, ADTRAN will provide Customer with Hardware Repair Services following the expiration of applicable Product

Warranty Period (as set forth at adtran.com/warranty) on the same terms as during the Warranty Period.

2. NBD (Next Business Day) Advanced Replacement

For Products up to 60 pounds, covered by a Network Care Plan that includes this Service Component, ADTRAN provides shipment of a replacement Product in advance of the return by Customer of the Customer-owned Product determined to be defective by ADTRAN Technical Support personnel.

a. ADTRAN Advance Replacement Deliverables:

ADTRAN will troubleshoot and determine that the Product has a defect as described above.

ADTRAN will collect information from the Customer to create an Advance Replacement RMA, including the serial number of the affected Product, and a method of payment for fees that will be charged in the event that the defective Product is not returned to ADTRAN within 30 days.

ADTRAN will use commercially reasonable efforts to ship an advance hardware replacement unit of the same or equivalent model type within one business day via ADTRAN's choice of overnight delivery service or equal method (where available). Destination country importation, compliance with U.S. export controls, and customs processes may condition actual delivery times. Replacements are subject to inventory availability.

b. Customer Advance Replacement Responsibilities:

Customer will open a Support Case in accordance with Section A.8 of the General Terms.

Upon ADTRAN's determination that the Product is defective and covered by the Network Care Plan, Customer will provide necessary information so that an Advance Replacement RMA Product can be shipped, and arrangements can be made for the return shipment of the defective Product. This will include the serial number of the defective Product, a method of payment for potential non-return fees, and contact information for the responsible Customer personnel handling the defective return. For shipments outside the US, where customs clearance is required, the designated location for customs clearing will be provided by Customer.

Customer will receive the replacement Product, install and configure it for use. Any delays due to Customer not being able to receive Product relieves ADTRAN of its Service Level Deliverables. Refused deliveries become the responsibility of the Customer and a repeat Advance Replacement shipment will be billable at current ADTRAN rates.

Customer will package the defective Product according to ADTRAN's emailed instructions, apply provided return labels, and provide Product to ADTRAN's carrier at Customer's site for shipment back to ADTRAN. Customer will maintain and provide proof of delivery for all returned Product.

If the defective Product is not returned to ADTRAN within 30 days following receipt of the Advance Replacement, Customer will pay ADTRAN the list price of the replacement Product shipped on the Advance Replacement RMA, plus a \$300 logistics fee per Product. Notifications regarding non-returned Products are provided by email to the Advance Replacement RMA contact provided.

Customer will maintain appropriate recommended spares at Customer site. NBD Advance Replacement Service provides fast turnaround for sparing stock replacement and is not meant to take the place of sparing.

Training Vouchers

Customers may purchase training vouchers to offset ADTRAN standard enrollment fees. Training vouchers may be used to enroll in any ADTRAN training generally offered to the public. Vouchers expire at the termination of the Network Care Plan. Pricing for vouchers is available upon request.