Tellabs SLA and Maintenance Agreement
Partner: RFIP
Customer: Texas A&M University
Date: Aug 29, 2017

RFIP Point of Contact
Tami Wilson
twilson@rfiip.com
Introduction

RFIP have prepared this Support Agreement proposal ("Proposal") to support the Tellabs Optical LAN Products (as identified in this Proposal) in your Network.

Support Term

The Support Term is effective for twelve (12) months from the date of activation provided that RIP receives and accepts a valid Purchase Order ("PO") prior to term expiration date. Unless mutually agreed upon otherwise, the term start date will begin 90 days after receipt of the PO.

Supported Products, Aggregate Value and System Inventory

Customer Names

The Support Agreement contract will be established in Tellabs entitlement management system under the following customer name/s:

Texas A&M University

Supported Products

<table>
<thead>
<tr>
<th>Supported Product</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tellabs® 1150/1134 Multiservice Access Platform</td>
<td>Tellabs OLT Equipment</td>
</tr>
<tr>
<td>Tellabs® 1600 Optical Network Terminal Series</td>
<td>Tellabs ONT Equipment</td>
</tr>
<tr>
<td>Panorama OLAN</td>
<td>Tellabs Panorama Management System</td>
</tr>
</tbody>
</table>

Note: Product purchased from sources other than Tellabs or a Tellabs-authorized reseller is not eligible for Support from Tellabs unless re-licensed from and Re-certified by Tellabs. A PO for the appropriate re-licensing, Re-certification and Support Fee (prorated for the remainder of the Support Term) must be received prior to Support being rendered by Tellabs.

Aggregate Value

<table>
<thead>
<tr>
<th>Supported Product</th>
<th>Aggregate Value By Supported Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Value</td>
<td>$1,971,767.00</td>
</tr>
<tr>
<td>Panorama Software</td>
<td>$59,064</td>
</tr>
<tr>
<td>Total Aggregate Value</td>
<td>$2,030,831</td>
</tr>
</tbody>
</table>
System Inventory

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>4115093</td>
<td>1134 Chassis, 4 I/O slot (includes power cable)</td>
<td>2</td>
</tr>
<tr>
<td>4115094</td>
<td>1134 Fan Assembly, OFA1</td>
<td>2</td>
</tr>
<tr>
<td>4125058</td>
<td>Bracket, 1134 (for 19&quot; flush mount)</td>
<td>2</td>
</tr>
<tr>
<td>4115091</td>
<td>ESU2 Ethernet Switching Unit - (2 X 10G + 4 X 1G)</td>
<td>6</td>
</tr>
<tr>
<td>4115090</td>
<td>ESU30 Ethernet Switch Unit - 1134 system - (6 X 1G)</td>
<td>5</td>
</tr>
<tr>
<td>4125061</td>
<td>19&quot; 1150 Chassis, 14 I/O Slot</td>
<td>3</td>
</tr>
<tr>
<td>4125004</td>
<td>QOUI7 Quad GPON (4 SFPs included)</td>
<td>45</td>
</tr>
<tr>
<td>81.16G-709GP00X-R6</td>
<td>ONT709GP, 4G, POE, No POTS, No-Plug</td>
<td>1690</td>
</tr>
<tr>
<td>81.16G-PW709GPB-R6</td>
<td>PWR ONT709GP B-Plug</td>
<td>30</td>
</tr>
<tr>
<td>81.11K-BKP709S-R6</td>
<td>BRACKET PLENUM ONT709GP - 5 PACK</td>
<td>99</td>
</tr>
<tr>
<td>81.11G-ONT120C-R6</td>
<td>ONT120c 2GE</td>
<td>25</td>
</tr>
<tr>
<td>81.11K-BKONT6BBU-R6</td>
<td>BRACKET ONT140C OR BBU 10 PACK</td>
<td>7</td>
</tr>
<tr>
<td>81.11G-ONT140C-R6</td>
<td>ONT140C 4GE (Note: use 709GP PWR Adapter)</td>
<td>65</td>
</tr>
<tr>
<td>81.SR290BASE-134</td>
<td>OLAN Software Release 1134 Base SR29.0</td>
<td>2</td>
</tr>
<tr>
<td>81.SR290AA1134</td>
<td>OLAN Feature Rel - AA 1134 SR29.0</td>
<td>2</td>
</tr>
<tr>
<td>81.SR290AS1134</td>
<td>OLAN Feature Rel - AS 1134 SR29.0</td>
<td>2</td>
</tr>
<tr>
<td>81.SR290AO1134</td>
<td>OLAN Feature Rel - AO 1134 SR29.0</td>
<td>2</td>
</tr>
</tbody>
</table>

Note: Items in red are not included in the aggregate value.

Support Summary

The table below highlights the Support Agreement Entitlements which are features offered in this Proposal.

SUPPORT SERVICE ENTITLEMENTS

<table>
<thead>
<tr>
<th>Service Type</th>
<th>SL 30012-BF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Support</td>
<td>24x7</td>
</tr>
<tr>
<td>Remote Access Technical Support and Case Management</td>
<td>✔</td>
</tr>
<tr>
<td>Access to e-Learning Library</td>
<td>✔</td>
</tr>
<tr>
<td>Access to Software Updates (Maintenance Releases)</td>
<td>✔</td>
</tr>
<tr>
<td>Hardware Repair</td>
<td>✔</td>
</tr>
<tr>
<td>Advance Replacement</td>
<td>✔</td>
</tr>
</tbody>
</table>

Note: Hardware warranty is for a period of 1 year from the date of shipment from Tellabs. Software warranty is for a period of 90 calendar days from the date of shipment from Tellabs.
Pricing and Ordering Detail

Annual Support Fee Calculation

The Support Fee is calculated and invoiced in advance of each twelve (12) month period of the Support Term.

The renewal Support Fee for subsequent annual Support Terms is calculated using the previous annual Support Fee, plus a percentage of the sum of the invoiced prices of all Support Product Hardware and Software that were delivered to Customer during the previous annual Support Term ("Incremental Aggregate Value" or "IAV"). The Support Fee calculation is provided in the table below. All dollar amounts are in US dollars.

<table>
<thead>
<tr>
<th>Description</th>
<th>SL30012-BE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Value</td>
<td>$2,030,831</td>
</tr>
<tr>
<td>Support Fee (%) of Product List Price</td>
<td>4.45%</td>
</tr>
<tr>
<td>Annual Support Fee</td>
<td>$90,372</td>
</tr>
</tbody>
</table>

Ordering Detail

The ordering information is summarized in the table below:

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Proposed Price 1 YEAR</th>
<th>Proposed Price 2 Years, 5% Discount</th>
<th>Proposed Price 3 Years, 8% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SL30012-BE</td>
<td>24X7 TAC Support + Hardware Repair + Advance Replacement + On-Site Support (8 Hour SLA)</td>
<td>$90,372</td>
<td>$171,706</td>
<td>$252,467</td>
</tr>
<tr>
<td>SL30010</td>
<td>Annual Software Subscription</td>
<td>$6,672.00</td>
<td>$12,676</td>
<td>$18,414</td>
</tr>
</tbody>
</table>

Note: Part numbers must be included on the Purchase Order.

1. Issue a PO to **RFIP Inc. 7720 N Robinson Ave Oklahoma City, Ok 73116**

2. The PO should reference the following items:

   This Proposal number: BE12-TAMU-2017
   The Proposal date: Aug 10th,
   2017 Proposal valid for 90 days
   The Support Agreement part number of the option(s) selected

3. Email the PO to your RFIP Order Management or Account Representative. E-Mail Sales@rfip.com
4. Upon receipt of a valid PO, RFIP will issue a corresponding invoice for the Total Price (as noted in the table above).

5. Payment term is Net 30 days from the date of the invoice; subject to the continuing approval of RFIP Credit Department.

Contact Information
For any questions or concerns regarding this Proposal, please contact:

Tami Wilson
Vice President
Phone: (918-810-1077
Email: twilson@rfip.com

Service Description and Scope of Work

Technical Support
Remote Technical Support provides access to Tellabs and RFIP TAC engineers for remote technical support related to Supported Products. This Service encompasses the following:

Scope of Cases: Tellabs and RFIP provide remote technical support and assistance on operational issues and questions related to installed and operational Supported Product in a production environment, regardless of severity.

Authorized to Open Cases: Customer defines which users may open cases. Customer may request restricted user access by providing Tellabs or RFIP with a passcode; in which case Tellabs or RFIP will require that each authorized user submit such passcode prior to opening a case.

Case Severity: Case severity levels are classified according to the table below. The severity level will determine the priority and escalation process applicable to the case.

Remote Diagnosis: Tellabs will use its support lab(s) to reproduce and diagnose cases. Tellabs or RFIP may also require remote access (including, but not limited to, VPN or dial in modem access) to Customer’s Network in order to remotely troubleshoot and/or resolve cases. Tellabs uses remote access with Customer permission only.

Availability and Response Time: Tellabs and RFIP Technical Support access availability and response time will be provided according to the level of support purchased. All Federal Government support packages included 24X7X365 remote technical support.
## Case Severity Descriptions

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
</tr>
</thead>
</table>
| Critical (Severity 1) | Conditions that severely affect the primary functionality of the Product and because of the business impact to the customer, require non-stop immediate corrective action, regardless of time of day or day of the week, such as:  
  - Product inoperability (total or partial outage)  
  - A reduction in the capacity capability (i.e., traffic/ data handling capability) such that expected loads cannot be handled  
  - Any loss of emergency capability (e.g., emergency calls)  
  - Safety hazard or risk of security breach |
| Major (Severity 2) | Product is usable, but a condition exists that seriously degrades Product operation, maintenance or administration, etc., and requires attention during pre-defined hours to resolve the situation. The urgency is less than in Critical situations because of a lesser immediate or impending effect on system/network performance, customers and the customer’s operation and revenues, such as:  
  - Reduction in Product capacity (but still able to handle the expected load)  
  - Any loss of Product administrative or maintenance visibility and/or diagnostic capability  
  - Repeated degradation of an essential component or function |
| Minor (Severity 3) | Other problems of a lesser severity than Critical or Major such as conditions that have little or no impairment on the function of the Product. |
| Inquiry (Severity 4) | Questions or information requests (no problem or Product defect present or reported.) |

## Access to Web Tools and Online Case Management

Access to web tools and on-line case management (included in all support agreements) provides web access to Tellabs nexus for access to: (a) the latest published Product reference materials and technical notifications; (b) online Case management; and (c) other online tools as they become available. This Service encompasses the following:

**Product Materials and Technical Notifications:** The latest published Supported Product reference materials and Documentation, Product and technical release notes, Product Change Notices (PCNs), Application Notes, Security Notices.

**Online Case Management:** Provides Web access to the TAC Case Tracking tool for noncritical online Case creation, status monitoring, case management and case history reports.
Access to the Tellabs E-Learning Library

Access to the Tellabs e-learning library provides access to on-line training videos in nexus. Topic specific training videos allow customers to learn new concepts or reinforce items learned in the Tellabs classroom. In the e-learning library access content in areas such as:

- Solutions Overviews
- Equipment Overviews
- System Configuration Tutorials
- Wireless and Power Applications

Access to Software Updates (Maintenance Release Updates)

Access to Software Updates provides access to the latest generally available Software maintenance releases (bug fixes), if and when available, for the applications the customer has licenses from Tellabs for Supported Products in the network. It does not include Software Upgrades (Major Software Releases, New Features.) This service encompasses the following:

**Media:** Tellabs will provide Customer access to updates via secure Web access for download from Tellabs nexus.

**Exceptions:** This Service does not include access to new features, hardware, software installation or upgrade services, updates for third party computing software and hardware.

Access to Software Upgrades (Major Release Updates)

Access to Software Updates provides access to the latest generally available Software Major Releases and any new features for the software packages originally purchased. For example, software upgrades from release 29.X to 30.X. This service encompasses the following:

Access to new features for the packages purchased (i.e. Customer purchases Base Software + AO during the initial purchase + SL30010 for software subscription services; during the subscription term a new major release with new feature additions added to the AO package. The customer is entitled to upgrade and request a license key with the new features included, covered by the software subscription.)

Hardware Repair

Hardware Repair provides for the testing, priority repair, revision updating and return of in warranty or out of warranty Hardware plug-in modules received by Tellabs during the support term. This Service encompasses the following:

**Priority Repair Turn Around Time:** Hardware repair (whether in warranty or out of warranty) will typically be completed within a turn-around time of fifteen (15) business days for returns containing forty (40) or fewer hardware units per RMA. The turn-around time for returns exceeding forty (40) Hardware units per RMA will be as mutually agreed.

**Irreparable:** Hardware that is irreparable (whether in warranty or out of warranty) will be returned to the customer without repair. Tellabs will not charge a fee for irreparable supported products submitted for repair during the support term.

**Unauthorized Repairs and Used Equipment:** If returned hardware has been repaired or modified, other than by Tellabs, or is used equipment, then: (a) the warranty on the returned hardware shall be void; and (b) Tellabs may either (1) repair the Hardware at Tellabs then current repair price, or (2) deem the hardware irreparable.

**Freight Charges:** For the hardware repair and return service, the customer ships hardware DAP to the Tellabs Repair Center. The Customer is solely responsible for all freight charges associated with such shipping. Tellabs will ship repaired or replaced hardware DAP, customer premises.
Advance Replacement

Advance Replacement services provides the Customer with a replacement Hardware unit prior to returning the faulty hardware unit to Tellabs. The advance replacement unit shall be a like for like replacement of the same issue and model number that meets the Tellabs minimum shippable revision level. This Service encompasses the following:

Initiation of Process: The advance replacement service is managed through the TAC during the resolution of a case. The customer must open a TAC case, whereupon a Tellabs Technical Support Engineer will begin troubleshooting and determine if an advance replacement unit is required to resolve the case. If a unit is required, the TSE will work with the Customer and Repair Center Customer Service to arrange such replacement.

Limits: Tellabs will provide no more than five (5) advance replacement units per RMA.

Standard Response Time: Advance replacement units ship the same day if Tellabs receives the Customer request prior to 3:00 PM CST on a Business Day; otherwise, units will ship during the Next Business Day (NBD).

Critical Case Response Time: The customer may request same-day or expedited delivery service to continental U.S. locations. Expedite fees will apply and will be advised at the time of request based on the service requested. The foregoing response times are subject to advance replacement unit availability, Force Majeure, carrier availability and customer location.

Return of Replaced Hardware Unit: Customer must request an RMA and ship the faulty Hardware unit to the Tellabs Repair Center. If Tellabs does not receive such faulty Hardware unit within thirty (30) days after Tellabs ships the Advance Replacement Unit, then Tellabs will close the RMA and invoice Customer for the Advance Replacement Unit at the then current List Price. Returned Hardware units received within the thirty (30) days will become the property of Tellabs. Returned Hardware units received outside the thirty (30) days will be returned to Customer.

Irreparable: Tellabs reserves the right to charge Customer for the Advance Replacement Unit at the Advance Replacement Unit’s then current List Price if the returned Hardware unit is Irreparable.

Unauthorized Repairs and Used Equipment: If returned Hardware has been repaired or modified other than by Tellabs, or is Used Equipment, then Tellabs may deem the returned Hardware Irreparable.

Unavailability: If an Advance Replacement Unit is not available, then Tellabs will provide Expedited Repair upon Customer’s request. Expedited Repair is an alternative repair service with an express Turnaround Time. Expedited Repair will typically be completed within a Turnaround Time of five (5) Business Days for returns containing five (5) or fewer Hardware units per RMA. The Turnaround Time for Expedited Repair returns exceeding five (5) Hardware units per RMA will be as mutually agreed to by the Parties.

Exceptions/Exclusions: Advance Replacement shall not be provided with respect to: (a) Products that have been manufacturing discontinued; (b) Products that have been uniquely manufactured for Customer by Tellabs; (c) non-hardware plug-in modules, including but not limited to racks, cables, batteries, fuses and connectors; (d) Third Party Computing Software and Hardware; or (e) shipments to Customer’s unmanned sites.

Customer Responsibilities

Customer shall, at Customer’s sole cost and expense:

- Be responsible for all day-to-day maintenance of the Supported Product per Tellabs’ recommendations and the Documentation;
• Cooperate with, assist and provide information to Tellabs as needed to perform the Support (including but not limited to providing an on-site technician/point of contact);
• Provide Tellabs with access to the Supported Product (including but not limited to VPN or dial-in modem access), and all sites, workstations and personnel as necessary to provide the Support, subject to Customer’s reasonable security and operational regulations.

Value Added Reseller Support Renewal Responsibilities

In an effort to provide timely and accurate Support Renewal proposals, RFIP will request a system inventory report 90 days prior to the annual support expiration date. The inventory request will comprise of a few system commands to obtain all current Hardware and Software equipment quantities and module type in your system. This inventory report will be utilized to derive the support renewals Incremental Aggregation Value (IAV).

Misc. Terms and Conditions

Unless specific contract agreements have been executed, the Tellabs Standard Terms and Conditions ("STC") for Tellabs Services and Support (available at http://www.tellabs.com/legal/lab_terms-for_global_sales.pdf or upon request) ("STC") are hereby incorporated by reference and shall, in combination with this Proposal, govern the products and/or services provided by Tellabs. To the extent that there is a conflict between this Proposal and the STC, this Proposal shall prevail. This Proposal and the STC are collectively referred to as the "Agreement."

Non-SOW AGREEMENT
(RF-IP, Inc. – Maintenance Support Services)

Onsite review of system will be provided at no additional charge to customer twice a year.
RFIP Tier 3 support remote is set to 10 hours annually. 11th hour will be out of SOW maintenance billing.

Work Orders. TAMU may order NON SOW Maintenance Support Services by using a written purchase order from TAMU to RFIP which shall be in the form attached to this Exhibit C-1 (or in such other form as may be provided by TAMU from time to time) authorizing the purchase from Contractor of Maintenance Support Services for the fixed prices described in Exhibit A ("Purchase Order" or "P.O.")., and any such Purchase Order shall be considered a "Work Order" under the Agreement. Each Purchase Order shall list the Maintenance Support Services to be performed, the pricing related to such Maintenance Support Services (at the rates listed on Exhibit A) and the anticipated duration of such Maintenance Support Services. For purposes of clarification, the parties acknowledge and agree that a P.O. issued without an accompanying Work Order shall only be used to order Maintenance Support Services at the hourly rates set forth on Exhibit A, which are to be performed by RFIP must be ordered pursuant to a Work Order in the form attached to the Agreement as Exhibit A (or in some other form as may be provided by TAMU from time to time) and accompanying P.O.

EXHIBIT A

MAINTENANCE SUPPORT SERVICES

Maintenance Support Services shall include the dispatch of a fully trained and tool technician in order to facilitate the timely repair and troubleshooting of TAMU's GPON systems. RFIP will provide services to troubleshoot and repair any service issues as identified in a Purchase Order from TAMU. Contractor will move and dispatch only upon receipt of a Purchase Order from TAMU.
Maintenance Support Services will be billed on a time and materials basis. Notwithstanding anything to the contrary contained on this Exhibit C, each Purchase Order shall explicitly specify what Maintenance Support Services TAMU is ordering, and corresponding pricing thereto. Contractor shall not perform, and TAMU shall not be responsible for payment for, any Services not listed on the Purchase Order.

All prices below are exclusive of taxes. Contractor shall provide an estimate of taxes, if applicable, on the Purchase Order. Taxes will be billed as separate items on invoices. Notwithstanding anything to the contrary contained in this Exhibit A, TAMU shall not be responsible for any taxes (even if on an invoice) if such taxes were not listed on the Purchase Order.

**Maintenance Rates:**

<table>
<thead>
<tr>
<th>Standard Rates:</th>
<th>Overtime Rates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level I $90/hour</td>
<td>Level I $135.00/hour</td>
</tr>
<tr>
<td>Level II $120/hour</td>
<td>Level II $180/hour</td>
</tr>
<tr>
<td>Level III/IV $150/hour</td>
<td>Level III/IV $225/hour</td>
</tr>
</tbody>
</table>

*Minimum of one hour charge for remote support and two hour charge for on-site support. Charge for on site will be based on port to port time.*

**Technician Description:**

**Level I**
- Capable of terminations and troubleshooting cabling issues, troubleshoot/replace APs, routers, switches and other network equipment. Apply code to units under direction by TAMU
- Would be directed by TAMU only and would not engage higher level resources with in RFIP.
- Would be directed by TAMU, but could engage RFIP support with TAMU’s approval.

**Level II**
- This would be an individual that can troubleshoot complex issue network issues related to hardware. 
- Would be engaged by TAMU to troubleshoot large outage/client issues. Could engage higher level resource as required with in RFIP.

**Level III**
- This would be an individual that can troubleshoot AP/Controller/GPON issues along with head end issues.
- Would be engaged by TAMU to troubleshoot large outage issues/client or head commination issues associated with services (DHCP,DNS, AW, ClearPass).

**Materials and equipment rentals will be priced at cost + 10%**.
Level III/IV are available for onsite upon request and will be billed at the hourly rate during travel plus expense billed back to customer.

**Note:** At hourly rate no guarantee of return to operation or dispatch is provided. Only that someone will answer and generate work order request within 15 minutes.
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be effective as of the First Amendment Effective Date.

TAMU:
Texas A&M University

By: ________________________________
Name: Robert C. Bounds
Title: Director, Procurement Services
Date: 9-29-2017

CONTRACTOR:
RF-IP, INC.,
an Oklahoma corporation

By: ________________________________
Name: ____________________________
Title: ______________________________
Date: ______________________________

[Signature]

Mark Meier

Digital signature: Mark Meier
DN: E=meier@rfip.com, CN=Mark Meier, OU=Executive, OU=Users, OU=My Business, DC=rfip, DC=local
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2017.09.29.17:14:14-05'00"
ADDENDUM
TELLABS STANDARD TERMS AND CONDITIONS
FOR TELLABS DELIVERABLES

This Addendum amends and supplements the Tellabs Standard Terms and Conditions for Tellabs Deliverables ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Buyer"), and RFIP, Inc. ("Tellabs"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.

2. The following is added to Section 8.1 of the Agreement: “Tellabs acknowledges that the defense of any Claim on behalf of Buyer is subject to the prior approval of the Texas Attorney General.

3. Buyer agrees to the following sections of the Agreement to the extent authorized under Texas law: last sentence of Section 8.3 and Sections 8.4, 18.8, and 18.9.

4. The word “applicable” is inserted before the word “taxes” in the first sentence of Section 10 of the Agreement.

5. The third to last sentence of Section 11 of the Agreement is deleted in entirety and replaced with the following: “All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.”

6. Section 15.8 of the Agreement is deleted in entirety and replaced with the following: “The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Buyer and Tellabs to attempt to resolve any claim for breach of contract made by Tellabs that cannot be resolved in the ordinary course of business. Tellabs shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Buyer, who shall examine Tellabs’s claim and any counterclaim and negotiate with Tellabs in an effort to resolve the claim.”

7. The following is added to Section 15.9 of the Agreement: “Tellabs acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with Buyer ("marks"), including all goodwill pertaining to the marks, are the sole property of Buyer. Tellabs may use and display the marks only in the manner and for the purpose authorized by Buyer, and only during the term of this Agreement. Buyer reserves the right to add to, change, or discontinue the use of any mark, on a selective or general basis, at any time. Upon the termination of this Agreement, Tellabs must cease all further use of trademarks or trade names identical or similar to the marks.”

8. The last sentence of Section 18.4 of the Agreement is deleted in entirety and replaced with the following: “The foregoing shall not apply where any such employee is responding to a publicly and generally advertised position by Buyer that is not related to the services and responsibilities performed by such employee under this Agreement and provided that such Tellabs employee has not been directly recruited or solicited by Buyer.”
9. The following is added to the Agreement:

**Delinquent Child Support Obligations.** "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Tellabs agrees that any payments owing to Tellabs under this Agreement may be applied directly toward certain debts or delinquencies that Tellabs owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Prohibited Bids and Agreements.** "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

**Public Information.** Tellabs acknowledges that Buyer is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Buyer’s written request, Tellabs will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to Buyer in a non-proprietary format acceptable to Buyer. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Buyer has a right of access. Tellabs acknowledges that Buyer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Buyer shall be in Brazos County, Texas.

**Conflict of Interest.** By executing and/or accepting this Agreement, Tellabs and each person signing on behalf of Tellabs certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (“TAMUS”) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Buyer or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**Access by Individuals with Disabilities.** Tellabs represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Buyer under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas..."
Government Code). To the extent Tellabs becomes aware that the EIRs, or any portion thereof, do not comply then Tellabs represents and warrants that it will, at no cost to Buyer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Franchise Tax Certification. If Tellabs is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Tellabs certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Tellabs is exempt from the payment of franchise (margin) taxes.

Loss of Funding. Performance by Buyer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Buyer will issue written notice to Tellabs and Buyer may terminate this Agreement without further duty or obligation hereunder. Tellabs acknowledges that appropriation of funds is beyond the control of Buyer.

State Auditor’s Office. Tellabs understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Tellabs agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Tellabs will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Tellabs expressly acknowledges that Buyer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Buyer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. Buyer and Tellabs can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Buyer: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Phone: (979) 845-0099
Fax: (979) 862-7130
E-mail: contracts@tamu.edu

Tellabs: RFIP, Inc.
7720 N. Robinson Ave. Suite B3
Oklahoma City, OK 73116
Attention: Tami Wilson
Phone: (405) 286-0928
E-mail: twilson@rfip.com
ACCEPTED & AGREED:

RFIP, INC.

Signature

Mark Meier

Name

CEO

Title

September 29, 2017

Date

TEXAS A&M UNIVERSITY

Robert C. Bounds
Director, Procurement Services

9・29・2017

Date
Tellabs Standard Terms and Conditions for Tellabs Deliverables

1. Applicability
   Unless otherwise agreed in writing, the following terms and conditions ("Agreement") shall apply to the purchase, sale and licensing of all Tellabs Deliverables.

2. Definitions
   "Business Hours" means Monday through Friday (excluding public and bank holidays) during the normal business hours of the Tellabs facility providing Support.
   "Deliverables" means, collectively, Products and Services.
   "Documentation" means the user instructions related to a Product.
   "Force Majeure" means causes outside the reasonable control of a Party that 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 imports or exports; or (e) fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy.
   "Hardware" means that portion of a Product that is not Licensed Materials.
   "Licensed Materials" means Software and Documentation.
   "Management Licensed Materials" means Licensed Materials and software key, if any, licensed for monitoring, surveying, configuring, provisioning and otherwise managing Products in Buyer’s Network.
   "Network" means: (a) the operation support system under the exclusive control of Buyer; and/or (b) the equipment infrastructure that Buyer uses to deliver its end-user services.
   "Order" means Buyer’s written or electronic offer to purchase Deliverables.
   "Party(Parties)" means, individually or collectively, Tellabs and Buyer.
   "Product(s)" means those systems, associated system plug-ins, and other goods, including the Licensed Materials, Tellabs sells and/or licenses to Buyer.
   "Service(s)" means any work that Tellabs performs for Buyer, as stated in the Tellabs proposal or agreement to which the Order refers.
   "Shipment" means delivery of the Product by Tellabs to the carrier.
   "Software" means the Tellabs executable computer programs, system operating software, firmware and other digital instructions and control data associated with a Product, including any enhancements, modifications or parts thereof.
   "Subcontractors" means third parties Tellabs may use to perform all or part of its obligations under this Agreement.
   "Support" means those Services pertaining to maintaining the Product.
   "Support Fee" means the annual fee that Buyer is obliged to pay in order to receive Support during each Support Term.

   "Support Term" means the period, as stated in the Tellabs proposal or agreement to which the Order refers, during which Buyer is entitled to receive Support.
   "Supported Product" means a Product (or Product system, if applicable) for which Buyer purchases Support.
   "Tellabs" means the Tellabs entity that fulfills the Order, on behalf of itself and its affiliates.

3. License Grant
   3.1 Subject to the terms of this Agreement, Tellabs grants Buyer an non-exclusive, non-transferable license to use the Licensed Materials Tellabs delivers to Buyer: (a) with the single Product for which it was delivered; (b) for Buyer’s internal purposes; (c) in accordance with the Documentation; and (d) for Management Licensed Materials, for the permitted number of computing devices, simultaneous users and network elements in Buyer’s Network, as specified in the Documentation or otherwise.

   3.2 Buyer receives no other express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary right. The Licensed Materials are protected by copyright laws and international treaties.

   3.3 Buyer may make one (1) copy of the Software (excluding firmware), solely for backup purposes (unless additional copies are necessary for the Software’s intended use). Such copy shall be treated as an original for purposes of any restrictions herein. Buyer shall not remove, obscure or otherwise disturb any copyright or proprietary notices on the Licensed Materials, and Buyer shall reproduce the same on any copy.

   3.4 Buyer shall not directly or indirectly: (a) decompile, disassemble, decode, reverse engineer (unless required for interoperability, but only where and to the extent the foregoing prohibitions are invalid under applicable law or applicable open source license), modify, append, translate, copy (except as provided above), distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sublicense or otherwise provide to third parties the Licensed Materials, including their authorization control utilities, (b) release benchmarks or comparisons of the Licensed Materials; or (c) use the Licensed Materials for time-sharing, service bureau or subscription services.

   3.5 Third-party software Tellabs provides to Buyer solely under the third-party’s name shall be subject to the terms and conditions, including the licenses, warranties and indemnities, specified by the licensor of the third-party software. To the extent that the Licensed Materials originate from a third-party licensor, such licensor may be
a third-party beneficiary to the license granted herein, may enforce the license directly against Buyer, and shall have no warranty or other obligation or liability to Buyer under this Agreement regarding such Licensed Materials.

3.6 This paragraph applies to all acquisitions of the Licensed Materials by or for the U.S. government. The Licensed Materials have been developed entirely at private expense. The software and documentation are “commercial items,” as that term is defined at 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the commercial computer software and commercial computer software documentation are being licensed to U.S. government end users (a) only as commercial items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions set forth in the Tellabs Standard Terms and Conditions for Tellabs Deliverables.

4. Information

Any drawings, specifications, technical and other information supplied by Tellabs shall: (a) be used solely for installing and maintaining Products; (b) not be used in a manner detrimental to Tellabs’ interests; (c) not be reproduced, used or disclosed to third parties without Tellabs’ prior written consent; and (d) remain Tellabs’ property.

5. Confidentiality

Licensed Materials contain confidential and proprietary information of Tellabs or its licensors. Buyer shall receive and maintain the Licensed Materials and other Tellabs confidential information (including this Agreement) in confidence and agrees to use at least the degree of care that it uses to protect its own proprietary information, but no less than reasonable care, to prevent the unauthorized use outside the scope of this Agreement, disclosure or publication of Tellabs confidential information. Buyer’s use of and access to the Licensed Materials will be strictly limited to its employees with a need to know who shall have contractually agreed to comply with confidentiality obligations no less stringent than those stated herein. Buyer’s obligations under this Section 5 shall continue indefinitely for so long as such Licensed Materials continue to be a trade secret.

6. Limited Warranties; Disclaimer

Tellabs’ Products are subject to Tellabs’ Global Warranty, available at http://www.tellabs.com/legal/supportterms.shtml or upon request. The Documentation is licensed “AS IS.” TELLABS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Limitation of Liability

TELLABS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY EVEN IF TELLABS WAS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LIABILITIES. TELLABS’ LIABILITY SHALL NOT EXCEED THE NET PURCHASE PRICE OR LICENSE FEE PAID FOR THE DELIVERABLE CAUSING THE DAMAGE, LOSS OR LIABILITY. THIS SECTION 7 SHALL ONLY BE LIMITED IF, AND TO THE EXTENT, REQUIRED BY THE APPLICABLE GOVERNING LAW.

8. Intellectual Property

8.1 Tellabs shall defend Buyer from a third-party claim against Buyer asserting that a Product infringes a United States patent, copyright or trade secret (“Claim”), and Tellabs shall pay any settlement made by Tellabs, Buyer’s reasonable and verifiable costs and expenses, and third-party damages finally awarded against Buyer, provided that: (a) Buyer promptly notifies Tellabs in writing of the Claim; (b) Tellabs has sole control of the defense and settlement; (c) Buyer reasonably cooperates in providing information and assistance; and (d) Buyer reasonably cooperates with any efforts that Tellabs may undertake to replace or modify the Product to avoid infringement.

8.2 In addition, if Buyer is enjoined from using the Product by reason of such Claim or Tellabs determines in its sole judgment that an injunction is likely, then provided Buyer meets Buyer’s obligations (a)–(d) in Subsection 8.1 and absent any replacement or modification provided by Tellabs to avoid infringement, Tellabs may at its sole election: (a) obtain the rights necessary to permit continued use of such Product; or (b) terminate this Agreement, allow Buyer to return such Product for a refund of the amount paid for such Product less depreciation, and if Buyer fails to do so, Buyer will give Tellabs access to Buyer’s facilities during normal business hours to retake the Product.

8.3 Notwithstanding the above, Tellabs is not obligated to the extent the Claim is based upon: (a) a modification made other than by Tellabs; (b) Tellabs’ compliance with Buyer’s designs, instructions or specifications; (c) combination of a Product with other equipment, materials or processes; (d) use of a Product not in accordance with the applicable Documentation; (e) use of a Product in violation of or otherwise outside the scope of this Agreement (((a)–(e) collectively “Claim Exceptions”)); or (f) a Product that is a third-party-branded product generally available to Buyer in the open market but which Buyer instead procured through Tellabs as a line-item offering by Tellabs distinct from Tellabs-branded Product. Buyer shall, in a commensurate manner, defend Tellabs for any third-party claim based upon any Claim Exceptions, and shall pay any settlement made by Buyer, Tellabs’ reasonable and verifiable costs and expenses, and any third-party damages finally awarded against Tellabs.

See tellabs.com for more information about Tellabs Solutions.
8.4 This Section 8 states Tellabs' sole obligations and Buyer’s exclusive remedies with respect to any third-party claim based upon intellectual property rights.

9. Termination

The license granted in Section 3 (“License Grant”) is effective for the life of the Hardware portion of the Product for which the Licensed Materials are delivered unless otherwise terminated as provided in this Agreement or by Buyer in writing. This Agreement (including such license) will terminate immediately: (a) upon any breach of Section 3 (“License Grant”) or Subsection 15.5 (export compliance) or any incurable Buyer breach of this Agreement; (b) if Buyer fails to cure any curable breach within thirty (30) days after notice of such breach; or (c) as this Agreement otherwise provides. Immediately upon termination or Buyer’s receipt of replacement Licensed Materials and other Tellabs confidential information, Buyer shall immediately cease all use of, and return or destroy destruction of, the Licensed Materials and other Tellabs confidential information and all copies. Services may not be terminated in whole or in part without the prior written consent of Tellabs. Termination is not an exclusive remedy.

10. Pricing

Prices for Deliverables shall be as stated in the then-current Tellabs price list. Buyer is responsible for all duties, taxes, levies and fees arising from the purchase, sale, licensing, use and/or delivery of the Deliverables. Buyer shall pay the agreed Deliverables prices with no setoffs or deductions.

11. Payment

Buyer shall pay Tellabs for Products via: (a) confirmed irrevocable letter of credit (“L/C”); or (b) check or wire transfer received at least five (5) business days before the Order's confirmed Shipment date, or, if approved by Tellabs' credit department, within thirty (30) calendar days after the date of the Order invoice. Each L/C shall: (c) allow partial shipments or transshipments; (d) be issued by a Tellabs-designated bank; (e) be opened in favor of Tellabs at least six (6) weeks prior to the confirmed Shipment date; (f) be payable at the counter of the Tellabs-designated confirming bank at sight immediately upon presentation of the Order's commercial invoice, airway bill or packing list and without confirmation by Buyer or any other third party; (g) not require any other documents in order to be opened; and (h) be subject to the rules of the Uniform Customs and Practice for Documentary Credits (2007 Revision)/ICC Publication No. 600, except to the extent that the rules are inconsistent with the Agreement. Buyer shall pay all L/C costs and expenses (including but not limited to all confirmation charges and those costs and expenses pertaining to the issuing bank, the advising bank and/or extensions of the letter of credit). Buyer shall pay Tellabs for Services via check or wire transfer received at least five (5) business days before the Order's confirmed Service start date. Interest on past-due amounts shall accrue at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by law. All shipments are FCA, Tellabs named premises (Incoterms® 2000).

Buyer acknowledges and agrees that Tellabs may, at any time in its sole discretion and without prior notice, sell or transfer to third parties any receivables from Buyer, whether in whole or in part.

12. Title and Security Interest

Title to a Product (excluding the Licensed Materials) shall pass to Buyer upon Shipment. Nonetheless, if the law of the place where such Product is destined requires that Tellabs hold title in order to retain a security interest in such Product, then title shall immediately revert back to Tellabs if Buyer defaults on its payment obligations.

13. Cancellations

Buyer shall pay the following charges for cancellation of Product Orders:

<table>
<thead>
<tr>
<th>EFFECTIVE DATE OF CAN CEL LATION</th>
<th>CANCELLATION CHARGE FOR NONOPTICAL PRODUCTS</th>
<th>CANCELLATION CHARGE FOR OPTICAL PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Stated as number of days before the scheduled Shipment date)</td>
<td>(As percentage of total net purchase price of cancelled Order)</td>
<td>(As percentage of total net purchase price of cancelled optical products)</td>
</tr>
<tr>
<td>Fifteen (15) or less</td>
<td>Twenty percent (20%)</td>
<td>Fifty percent (50%)</td>
</tr>
<tr>
<td>Sixteen (16) to thirty (30)</td>
<td>Fifteen percent (15%)</td>
<td>Twenty-five percent (25%)</td>
</tr>
<tr>
<td>Thirty-one (31) to forty-five (45)</td>
<td>Ten percent (10%)</td>
<td>Ten percent (10%)</td>
</tr>
<tr>
<td>More than forty-five (45)</td>
<td>No charge</td>
<td>No charge</td>
</tr>
</tbody>
</table>

Cancellations by Buyer are effective upon receipt of written notification by Tellabs. Buyer may not cancel an accepted Order for Services.

14. Reservation of Rights

Notwithstanding Subsection 15.6, Tellabs may make changes to this Agreement at any time. All such changes shall become effective immediately and apply to all Orders received by Tellabs after the effective date of such changes.

15. General

15.1 This Agreement states all of the promises, agreements and conditions regarding its subject matter, supersedes all prior understandings (whether written, oral or otherwise) and constitutes the entire agreement between the Parties. If any provision of this Agreement shall for any reason be held to be unenforceable (in whole or in part) in any respect, then such unenforceable provision (or part thereof) shall be construed as if it had never been contained herein. Unless the Parties have mutually executed an agreement governing the purchase of Deliverables subject to the Order, all Orders shall be fulfilled strictly in accordance with the terms and conditions of this Agreement, and no other terms and conditions shall apply.
15.2 Buyer shall not assign or transfer the Licensed Materials or this Agreement or any interest in the foregoing except with Tellabs’ prior written consent.

15.3 Tellabs and Buyer are each engaged in an independent business. Each Party shall perform its obligations as an independent contractor and not as the agent, employee or servant of the other Party. Each Party shall be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other applicable regulations; and (b) its own acts and those acts of its employees, agents and subcontractors.

15.4 Any failure by either Party (or by Tellabs’ Subcontractors) to fulfill any of its obligations shall not be deemed a breach of this Agreement if that failure is due to Force Majeure. Notice of Force Majeure shall be made promptly in writing to the other Party. The performance of a Party’s obligations under this Agreement shall be suspended for as long as Force Majeure exists. Each Party shall take reasonable steps to limit the effect of Force Majeure. If Force Majeure continues for more than six (6) months, then either Party shall have the right to terminate this Agreement upon written notice.

15.5 The Parties are aware of, and shall strictly comply with, all applicable trade sanctions, executive orders, export control laws, regulations, restrictions and the like (including but not limited to those imposed by the governments of the United States of America and the European Community) pertaining to any Products or Services (and the technology therein) supplied by Tellabs or its affiliates or Subcontractors. Without limiting the generality of the foregoing, Buyer shall not export, re-export, transship, divert or transfer (whether directly or indirectly) any such Products or Services (or technology therein) contrary to such trade sanctions, executive orders, export control laws, regulations, restrictions or the like.

15.6 No changes or additions to this Agreement shall be effective unless in writing and signed by Tellabs’ authorized representative. Tellabs’ failure to insist upon strict adherence to any term or condition of this Agreement shall not be a waiver by Tellabs of its right to thereafter insist upon strict adherence to that, or any other, term or condition.

15.7 Sections 5 ("Confidentiality") 7 ("Limitation of Liability") and 12 ("Title and Security Interest") hereof and any provision of this Agreement that, given its purpose, interpretation or context, logically should survive the expiration or termination of this Agreement shall so survive.

15.8 If a dispute arises that is not resolved within thirty (30) days from the date that either Party provides the other Party with written notice of the existence thereof, then each Party shall designate an executive who is authorized to investigate, negotiate and settle the dispute. The executives shall exercise good faith efforts to settle the dispute. If the executives do not resolve the dispute within thirty (30) days (or an extended period if they so agree), then the dispute resolution procedure shall be as follows:

(a) if the Tellabs entity is a U.S. corporation, then the Parties shall submit the dispute to non-binding mediation. The venue of such mediation shall be either DuPage or Cook County, Illinois, USA. The Parties shall share equally the costs and expenses of the mediation, except that each Party shall bear its own attorneys’ fees. If the dispute is not resolved through mediation within thirty (30) days of the mediator’s appointment, then the Parties may submit the dispute to litigation subject to the governing law specified herein. No litigation or any other action pertaining to a dispute shall be pursued unless this dispute resolution procedure has been exhausted. All questions regarding the validity, intention, interpretation, meaning or enforcement of this Agreement shall be resolved under the laws of Illinois (excluding its conflict of laws provisions).

Nonetheless, either Party at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or confidential information.

(b) if the Tellabs entity is a non-U.S. company, then the Parties shall submit the dispute to arbitration. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed within the said Rules. The place of arbitration shall be Stockholm, Sweden. The language of the arbitration proceedings shall be English. All questions regarding the validity, intention, interpretation, meaning or enforcement of this Agreement shall be resolved under the laws of Sweden (excluding its conflict of laws provisions). Nonetheless, either Party at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or confidential information.


15.9 Subject to full compliance with any written guidelines or requirements that are provided by Buyer to Tellabs in advance and further subject to the usage limitations set forth in the following sentence, Buyer hereby agrees that Tellabs may reference Buyer’s name and trademark (a) on Tellabs’ internet or intranet corporate websites, (b) in customer presentations, corporate presentations or verbal communications, (c) in Tellabs-produced magazines, videos, case studies, press releases and white papers, and (d) in Tellabs’ annual reports. Such usage shall be strictly limited to the following purposes: (a) to identify the Products, Product series or Services that Buyer has purchased or licensed from Tellabs, (f) the generic purpose or application of such Products, Product series or Services, or (g) to reiterate any other information contained in any press release(s) issued by either Party with the other Party’s approval. Subject to full compliance with any written guidelines or requirements that are provided by Tellabs to Buyer in advance and further subject to the usage limitations set forth in the following sentence, Tellabs hereby agrees that Buyer may reference Tellabs’ name and trademark (h) on Buyer’s internet or intranet corporate websites, (i) in customer presentations, corporate presentations or verbal communications, (j) in Buyer-produced magazines, videos,
case studies, press releases and white papers, and (k) in Buyer's annual reports. Such usage shall be strictly limited to the following purposes: (l) to identify the Products, Product series or Services that Buyer has purchased or licensed from Tellabs, (m) the generic purpose or application of such Products, Product series or Services or (n) to reiterate any other information contained in any press release(s) issued by either Party with the other Party's approval.

In addition to the foregoing, the Parties shall provide each other with reasonable cooperation, assistance and approval (not to be unreasonably withheld) in the creation, completion and publication of any press releases, magazine articles, videos, case studies, white papers or other sales promotions as requested by a Party and pertaining to the transactions contemplated by this Agreement.

15.10 Tellabs shall perform Product repairs and returns pursuant to Tellabs' Global Repair and Return Policy, available at http://www.tellabs.com/legal/supportterms.shtml or upon request.

16. Product-Specific Terms and Conditions

In addition to the terms and conditions of this Agreement, use of certain Tellabs Products is subject to Tellabs Product-Specific Terms and Conditions, available at http://www.tellabs.com/legal/lab_terms-product_specific.pdf or upon request.

17. Additional Support-Specific Terms and Conditions

The additional terms and conditions in this Section 17 pertain to Support.

17.1 Buyer shall be responsible for performing all day-to-day maintenance of the Supported Product per the Documentation, including but not limited to the following: (a) performing all necessary Hardware replacements, removals, installs, decommissioning and commissioning; (b) ensuring that all Supported Product databases, database configurations and data stores are backed up; (c) cooperating with, assisting and providing information to Tellabs as needed to perform the Support (including but not limited to providing an on-site technician); (d) providing Tellabs with access to the Supported Product (including but not limited to VPN access), and all sites, workstations and personnel as necessary to provide the Support, subject to Buyer's reasonable security and operational regulations; (e) fully preparing relevant sites and Supported Products for Tellabs' performance of Support (including but not limited to providing all necessary and required electricity, heat, light, plumbing, ventilation and supplies and assuring that such sites are free from actual and/or potential hazards); and (f) ensuring applicable Software upgrades and updates are installed in a timely manner.

17.2 Tellabs may, but is not obligated to, provide Support for problems related to: (a) modification or repair of the Supported Product other than by Tellabs; (b) used equipment that has not been recertified by Tellabs; or (c) Buyer's failure to fulfill the requirements listed in the Documentation or in the Section immediately above. If Tellabs provides any Services (including problem diagnosis) related to such excluded instances, then Tellabs may (in its sole discretion) charge Buyer for such Services at Tellabs' then-current time and materials rates and for all related expenses (including travel, lodging and telephone).

17.3 If Buyer wishes to purchase Support for a Product (including used Tellabs products acquired other than from Tellabs) and such Product is not a Supported Product under an existing Tellabs support agreement, then Tellabs shall be entitled to inspect the Product in order to determine whether any repairs, adjustments, Software revisions, and/or relicensing charges or the like are necessary as a precondition for such Support. All required repairs, adjustments, revisions and the like shall be purchased from and performed by Tellabs at Tellabs' then-current pricing before Support will be provided.

18. Additional Professional Services-Specific Terms and Conditions

The additional terms and conditions in this Section 18 pertain to Professional Services.

18.1 "Extended Business Hours" means, in the time zone where the Works are performed, (a) Monday through Friday from 1700 to 0800, and (b) Saturdays, Sundays and Tellabs observed holidays.

"Normal Business Hours" means Monday through Friday from 0800 to 1700 in the time zone where the Works are performed, excluding Tellabs observed holidays. "Pre-existing Technology" means Technology that was in existence on or before the date of the Proposal. "Price" means the price set forth in the Proposal that Tellabs charges for the Works. "Professional Services" means a solution comprised of one or more Services (excluding Support) provided by Tellabs on a project basis with a fixed term and scope. "Proposal" means the proposal issued by Tellabs and accepted by Buyer that describes the Works and Price. "Technology" means inventions, original works of authorship, engineering documents, technical specifications, Software, document templates and other proprietary technical information, methodologies, and know-how, together with all rights to patents and applications for patents, all copyrights, all mask works, all trade secrets, and all other forms of intellectual property throughout the world relating thereto. "Variation(s)" means modification(s) of the Works. "Works" means the Professional Services to be performed and/or materials or Software (including but not limited to third-party Hardware and Software) to be delivered or supplied to Buyer by Tellabs under this Agreement, as further described in the pertinent Proposal.

18.2 Tellabs shall immediately notify Buyer of any significant factors that will likely prevent Tellabs from meeting a Works due date ("Factors"). Following such notice, Tellabs shall submit a plan of action to Buyer detailing how it will minimize the impact of Factors. Buyer and Tellabs shall review the plan and agree on any modifications thereto, including any Variations or reasonable changes to the Price and due dates.
18.3 Any Buyer request for changes to the scope of Works shall be subject to Tellabs’ prior written acceptance. Such changes may require adjustments to the due dates and/or Price. If Tellabs agrees to any such change, then the Parties shall execute a change order in accordance with Tellabs’ change management process in order to document the change, any adjustments to the due dates and/or Price, and Tellabs’ authorization to issue an invoice for such Price adjustment (if applicable).

18.4 During the term of the Works and for a period of one (1) year thereafter, Buyer shall neither directly nor indirectly employ, offer employment to or solicit the employment of (or advise, suggest or recommend that any other person or entity employ, offer employment to or solicit the employment of) any Tellabs personnel (including but not limited to employees, agents or consultants of Tellabs with whom Buyer comes in contact in performing its obligations under this Agreement). If Buyer breaches this non-solicitation obligation, then Buyer shall immediately pay Tellabs liquidated damages (and not a penalty) in the amount of fifty percent (50%) of the annualized gross salary payable to such Tellabs personnel during his/her first twelve (12) months of employment with Buyer or the recipient of Buyer’s advice, suggestion or recommendation.

18.5 The Parties agree that ownership in and to the Works shall be as follows:

(a) Pre-Existing Technology shall remain the exclusive property of the Party supplying such Pre-Existing Technology.

(b) Subject to the provisions of Subsections 18.5 (a) and (c) and Section 5 as to Tellabs Confidential Information, Buyer shall own the physical or electronic copy of Works delivered by Tellabs to Buyer, subject to Buyer’s compliance with this Agreement and payment of the Price.

(c) Notwithstanding Section 18.5 (b) above, all discoveries, designs, information, ideas, artwork, Software, methodologies and other Technology developed by Tellabs through or as a result of the Works, whether or not contained in the Works themselves, shall remain the exclusive property of Tellabs.

Nothing in this Section 18.5 shall prevent or limit Tellabs’ performance of services, or delivery of materials, Software, or any other item, to any other Tellabs customer which are the same as, or similar to, the Works provided to Buyer under this Agreement

Subject to Buyer’s compliance with this Agreement and payment of the Price, Tellabs grants Buyer, under Tellabs’ Technology and Pre-existing Technology, a non-exclusive, non-transferable right and license to use and make copies of the Software that is mentioned in Section 18.5(c) above and provided to Buyer by Tellabs within the scope of the Works (“Works Licensed Materials”); provided that such use and copies are strictly for Buyer’s internal purposes. The Parties further agree that Works Licensed Materials shall be subject to all other Licensed Materials terms, conditions and restrictions that are set forth elsewhere in this Agreement. Buyer receives no other express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights. Title and ownership in the Works Licensed Materials and all copies remains with Tellabs or its licensors. The Works Licensed Materials contain confidential and proprietary information of Tellabs or its licensors. Buyer shall receive and maintain the Works Licensed Materials in confidence. Buyer’s use of and access to the Works Licensed Materials will be strictly limited to its employees with a need to know who shall have undertaken to comply with the obligations set forth herein. Tellabs reserves all rights not expressly granted in this Agreement. Nothing herein shall be construed to preclude Tellabs from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Works, Work Product or Works Licensed Materials.

18.6 Buyer shall pay the following charges for cancellation of Professional Services Orders:

<table>
<thead>
<tr>
<th>EFFECTIVE DATE OF CANCELLATION</th>
<th>CANCELLATION CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Stated as number of days before the scheduled Professional Services commencement date)</td>
<td>(As percentage of total price of cancelled Professional Services)</td>
</tr>
<tr>
<td>Fifteen (15) or less</td>
<td>Twenty percent (20%)</td>
</tr>
<tr>
<td>Sixteen (16) to thirty (30)</td>
<td>Fifteen percent (15%)</td>
</tr>
<tr>
<td>Thirty-one (31) to forty-five (45)</td>
<td>Ten percent (10%)</td>
</tr>
<tr>
<td>More than forty-five (45)</td>
<td>No charge</td>
</tr>
</tbody>
</table>

Cancellations by Buyer are effective upon receipt of written notification by Tellabs.

18.7 Either Party shall have the right to immediately terminate the Works for Cause by providing written notice. “Cause” shall include, but is not limited to: (a) failure to cure a breach of any material term, condition or obligation in this Agreement within thirty (30) days after receipt of written notice of such breach; (b) insolvency, bankruptcy, assignment for the benefit of creditors or any other winding up, termination of affairs or judicially imposed sale of assets; and (c) breach of the confidentiality or license grant or export compliance or non-solicitation obligations set forth in this Agreement, the cure period set forth in subsection (a) being non-applicable. Either Party may further terminate Works at any time without Cause by giving the other Party at least ninety (90) days prior written notice.

If Tellabs terminates this Agreement for Cause, then Tellabs shall promptly invoice Buyer for (a) that portion of the Price pertaining to any Works performed or delivered up to the effective date of termination plus, (b) twenty-five percent (25%) of the Price pertaining to the unperformed or undelivered portion of the Works set forth in this Agreement. If Buyer terminates this Agreement for
Cause, then Tellabs shall promptly invoice Buyer for that portion of the Price pertaining to any Works performed or delivered up to the effective date of termination.

If Telllabs terminates this Agreement without Cause, then Tellabs shall promptly invoice Buyer for that portion of the Price pertaining to any Works performed or delivered up to the effective date of termination. If Buyer terminates this Agreement without Cause, then Tellabs shall promptly invoice Buyer for (a) that portion of the Price pertaining to any Works performed or delivered up to the effective date of termination plus, (b) twenty-five percent (25%) of the Price pertaining to the unperformed portion of the Works set forth in this Agreement.

18.8 Buyer shall be liable to Tellabs for the full repair or replacement cost of any and all computers, tools, equipment or other property that: (a) Tellabs provides to Buyer or brings to Buyer’s premises for purposes of performing or delivering Works; and (b) is (i) lost, (ii) stolen, (iii) damaged, or (iv) returned to Tellabs in a condition other than that in which it was provided (reasonable wear and tear excepted) or (v) not returned to Tellabs within three (3) days after Tellabs’s written request. Buyer shall reimburse Tellabs in full for such repair or replacement cost promptly upon Tellabs’s request or, if Tellabs (in its sole discretion) so chooses, Tellabs may invoice Buyer for the same.

18.9 IN NO EVENT SHALL TELLABS BE LIABLE FOR ANY LIABILITIES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES, PENALTIES, BOND FORFEITURES OR CREDITS) ARISING FROM SERVICE OUTAGES OR DISRUPTIONS IN BUYER’S (OR ANY OTHER PARTY’S) NETWORK(S) CAUSED BY OR ARISING FROM THE WORKS.