

#### **ProCare – International**

This Description of Service Offering is provided by ADTRAN, Inc., to describe the support services generally available under ADTRAN ProCare Services covering products installed outside the United States, Canada, and Puerto Rico. ADTRAN Partners are responsible for providing tier one support to Customer. Tier one support will require a determination of whether the relevant support issue arises from the configuration or operation of the Customer's network or an ADTRAN product (it being understood and agreed that ADTRAN will not be responsible for remedying any problem related to improper configuration, operation, or network error in the Customer's systems). The geography or platform-specific DSO appropriate to the product, along with the ADTRAN Manufacturer's Warranty, the ProCare Letter of Verification, and the ProServices Terms and Conditions cover the agreement between ADTRAN and the purchaser of these services (Customer). ADTRAN recommends Customers read the documents carefully, as they contain not only the details of the coverage offered by ADTRAN but also Customer responsibilities in obtaining service.

#### 1. OVERVIEW

ADTRAN presently offers the following plans for ProCare Services:

ProCare	Technical Support	Replacement	Other Entitlements
Service Plan			
Basic	Access to Technical Support is available Monday through Friday between the hours of 7am and 7pm (GMT-6) excluding ADTRAN holidays. Access to Technical Support for a service affecting emergency (severity level = critical) is available 7 days/week, 24 hours/day	NA	Access to software releases and patches
Next Business Day Remote	Access to Technical Support is available Monday through Friday between the hours of 7am and 7pm (GMT-6) excluding ADTRAN holidays. Access to Technical Support for a service affecting emergency (severity level = critical) is available 7 days/week, 24 hours/day	Equipment determined by ADTRAN to be defective will be advance replaced, i.e., a replacement unit will be shipped within one business day to the site. It is the customer's responsibility to return the failed unit to ADTRAN.	Access to software releases and patches  Automatic configuration backup of AOS devices  Discount on purchase of remote Professional Service Vouchers (PSVs)

(Please refer to www.adtran.com for the most current offerings and plan descriptions.)

# **Severity Level Classifications**

Upon receipt of trouble report from the ADTRAN Partner, ADTRAN will evaluate the issue and classify into one of the following severity levels based upon the following criteria:

Severity Level	Severity Classification Criteria		
Critical	ical Critical system or service outage in a live environment that results in a severe degradation of overall network performance and/or significant reduction in capacity.		
High	Intermittent degradation of system or service performance that impacts Customer service quality or impairs network operator control or operational effectiveness. Also includes loss of redundancy or diagnostic capabilities.		
Medium	Minor degradation of system or service performance that does not impact Customer service quality and minimal impact on network operations.		
Low	No impact on system or network operation. Information requests or standard questions on configuration or functionality of equipment.		

# **Coverage Availability**

NBD coverage is available Monday through Friday (excluding holidays), 7:00am to 7:00pm (GMT-6). Holidays are subject to change in each calendar year, but may include New Year's Day, MLK Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day. Business days are Monday through Friday, excluding holidays.

# **Advance Hardware Replacement**

In the event ADTRAN determines a covered hardware product is defective during the term of the ProCare Service Plan, an advance hardware replacement will be dispatched for delivery in accordance with the plan purchased. Advance hardware replacement is subject to ADTRAN's determination that the hardware product is defective and that the issue is not due to some other component of the system, mis-configuration, or misuse of the product. 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 an established 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.

# **Software Support**

During the ProCare Service Plan term, the Customer is entitled to software releases and patches licensed by the Customer in conjunction with the applicable ADTRAN hardware products for which a ProCare Service Plan has been purchased (upgrades and updates, but excluding separately sold modules). Such software releases and patches are made available through ADTRAN's website. Any use of ADTRAN software products not properly licensed by ADTRAN, or software releases when the ProCare Service Plan is not in effect are a direct violation of the applicable license agreement, with the exception of any patches provided under the ADTRAN warranty program. Software licensing and support may be sold separately.

# **Configuration Backup**

For those plans that include this entitlement, ADTRAN provides an automatic configuration backup utility for ADTRAN products that run ADTRAN OS. This includes NetVanta 7000 series, NetVanta routers, switches, IP Business Gateways, and other products. This service provides periodic backup of the system configuration as long as the system can communicate with the ADTRAN n-Command MSP server over the internet and the backup commands are properly configured. In the event of a hardware failure, at Customer's request, ADTRAN will provide the latest backed-up version of the configuration to the Customer. By default, changes to system configuration will be backed up each time the

configuration is modified.

If ADTRAN ProStart did not install the device that is covered under ProCare Service Plan with this backup entitlement, the Customer must have their qualified installer of the equipment contact ProCare to request activation of system configuration backup. Upon receipt of instructions from ProCare, the installer must configure the equipment for backup. An ADTRAN Support Representative will verify the proper configuration of the backup service by the installer. To qualify for backup of the system configuration, Customer must provide ADTRAN with continuous broadband access to the covered equipment.

# **Supported Software Version Policy**

ADTRAN will provide ProCare Service Plan support for ADTRAN software for current and the last most recent historical release of such software.

## **Supported Hardware Policy**

ADTRAN hardware is eligible for ProCare coverage only if the coverage is initially applied while the hardware is still within its standard warranty period. Hardware on which the standard warranty has expired is not eligible for new coverage, although coverage may be renewed as long as there is no lapse in coverage and the hardware otherwise remains eligible for the given services.

# **Supported Geographies**

International ProCare Service is available for products installed outside the United States, Canada and Puerto Rico. Please refer to the product type specific DSO, or the general DSO for service plan details available in the United States, Canada, and Puerto Rico. The provisions in this DSO pertain to products that are properly registered under the laws of the country to which they have been imported. Any ProCare Service Plan coverage purchased and applied to a product which was not legally imported and registered in the country of use shall be immediately cancelled without refund.

### 2. CONTACTS FOR SUPPORT SERVICES

Most questions can be answered by visiting the ADTRAN website at <a href="www.adtran.com">www.adtran.com</a> or the ADTRAN Support Community at <a href="https://supportforums.adtran.com">https://supportforums.adtran.com</a>. If you still require assistance, please contact the appropriate department:

Purpose/Need	Contact	Hours of Operation	Contact Information
Questions about ProCare Service Plan	ProService Sales Operations	Monday – Friday 8:00am-5:00pm (GMT-6) excluding ADTRAN holidays	256-963-8716 proservices@adtran.com www.adtran.com
Questions about ProStart Installation, technical support during install	ProStart Install Group	Monday – Friday 8:00am-5:00pm (GMT-6) excluding ADTRAN holidays	256-963-8716 prostart@adtran.com www.adtran.com
Technical Support (post-install)	ADTRAN Technical Support	Monday – Friday 7:00am-6:00pm (GMT-6) excluding ADTRAN holidays  Service affecting emergencies: 24 hours/day 7 days/week	256-963-8716 https://www.adtran.com/submitcase https://supportforums.adtran.com
ProServices Purchase Orders	ProService Sales Operations	Monday – Friday 8:00am-5:00pm (GMT-6) excluding ADTRAN holidays	Fax: 256-963-7956 Email: proservices.po@adtran.com

Customer acknowledges that there may be a delayed response to inquiries submitted via the web ticket or e-mail. Critical issues and escalations should be submitted via telephone for fastest response.

#### 3. CUSTOMER RESPONSIBILITIES

### **Purchasing ProCare Services**

Customer must submit to ADTRAN a valid purchase order for ProCare Services including:

- 1. Equipment identification, including part number and serial number(s) for all covered equipment, including modules
- 2. ProCare part number appropriate for equipment and for desired term length
- 3. Quantity of ProCare part number (considering term included in part number)
- 4. Price
- 5. Coverage dates, if specific dates needed (must match item #3)
- 6. Partner (reseller) contact information, including name, phone number, email address, and billing address
- 7. End-user site information, including company name, street address, and equipment location including zip code
- 8. End-user site contact information, including name, phone number, and email address
- 9. PO number
- 10. PO number(s) for the original purchase of the hardware to be covered by the ProCare Service Plans(s)
- 11. PO number(s) for the original ProStart installation of the hardware to be covered by the ProCare Service Plans(s) if ProStart performed the installation

#### Stable Installation

Customer must verify that the equipment is properly installed and located in a suitable environment as specified in the equipment documentation. When the installation is performed by ProStart and the "in service" date is accepted in writing by the Customer, this requirement is automatically met, and coverage begins on the "in service" date. For non-ADTRAN installations, installation issues are the responsibility of the Customer. ProCare coverage may begin after the network in which the equipment is installed is functional and stable. ADTRAN reserves the right to require and execute a fee-based

network assessment prior to accepting a purchase order for ProCare Service on systems not installed by ProStart.

#### Relocation

Customer must notify ADTRAN at least thirty (30) days in advance of relocating covered equipment to ensure that replacement equipment is available in the new location.

### **No Modification**

The Customer agrees not to modify, enhance, or otherwise alter the product except as expressly described or authorized in ADTRAN's Technical Reference Manuals, User Manuals, or Help Files, unless the prior written consent of ADTRAN is obtained.

### **Broadband Access**

Customer must provide ADTRAN with secure remote broadband access (i.e., port forward via a Cable, DSL, etc.) and login credentials for the equipment for configuring, monitoring, troubleshooting, testing, and for configuration management. Dial-up modem access does not provide adequate bandwidth to provide proper support under ProCare. Broadband connectivity must be continuous to ensure ADTRAN continues to provide the full range of support services. ADTRAN reserves the right to deny service for any product for which remote access is not available. Specific circumstances, especially as they may relate to certain compliance regulations, may affect the existence or extent of remote access available to ADTRAN. In any such instance where ADTRAN's access may be limited, ADTRAN reserves the right to deny or delay services to the customer. Customer must ensure that their network is properly secured.

### **Problem Reporting Procedures**

Customer will be responsible for providing first-line helpdesk support for individual end-users of the products, and Customer will be responsible for screening first-line technical inquiries and escalating to ADTRAN Partner only those issues that cannot be resolved by the Customer Technical Personnel and ADTRAN Partner. ADTRAN will have no obligation to accept calls directly from, or otherwise interact directly with, personnel other than the ADTRAN Partner and/or Customer Technical Personnel. When reporting an issue to ADTRAN technical support, the ADTRAN Partner will be required to provide the following information regarding the Customer:

- ADTRAN Partner name and contact information
- Customer contact information including:
  - Company name which appears on the ProCare Service Plan Verification letter
  - Contact name
  - Call back telephone number
  - Valid email address
- Model Number
- Serial Number
- ProCare Service Plan number
- Software currently running
- Patches currently running
- Backup copy of the configuration
- Nature of the issue
- Circumstances under which the issue was encountered
- Technical information relating to the operating environment
- The steps, if any, that Customer took immediately following the issue
- The immediate impact of the issue upon the ability of Customer's network to function

# **Shipping / Return of Equipment**

If a request for service under an ProCare Service Plan results in the dispatch of advance replacement equipment, the Customer is responsible for shipping the replaced products to ADTRAN within thirty (30) days. If the Customer fails to ship the defective products to ADTRAN within thirty (30) days, ADTRAN will invoice the Customer the list price for the hardware.

#### **Trained Personnel**

Troubleshooting requires the participation of the customer, or his representative, on-site, who is able to perform basic diagnostic activities at the direction of ADTRAN Technical Support. Therefore, any customer requesting support from ADTRAN under the ProCare Service Plan is required to have technical familiarity with the application(s) in which the ADTRAN device is being used. The customer is expected to have basic knowledge of other devices within the network that may impact the performance of the ADTRAN device. If the customer does not readily have this information available, he or she will be expected to have access to other resources to obtain the required information.

Troubleshooting diagnostics that may be expected include, but are not limited to, the following:

- Access the device (the customer must know the user login information for the ADTRAN device)
- Follow technical instructions given by ADTRAN Technical Support to help gather pertinent information.
- With guidance from ADTRAN Technical Support, perform packet captures in the network. When this
  troubleshooting step is required, the customer must have the necessary tools (external computer,
  internet access, etc). The customer must be able to make the proper physical connections pursuant to
  ADTRAN's instructions.
- Grant ADTRAN Technical Support remote access to the device for tasks that may only be performed by ADTRAN.

## **Personnel Access**

The Customer agrees to grant ADTRAN any needed access to the Customer's systems and personnel concerned with the operation of the product to enable ADTRAN to provide ProCare Service as defined in this DSO.

## **Installation of Software Releases or Patches**

The Customer is responsible for installing any new software releases or patches. If a problem is encountered while performing a software upgrade, the Customer may open a support case with ADTRAN, and Technical Support will provide guidance as to how to correct the situation so that the upgrade can be completed.

### **Error Documentation**

Upon detection of any error or defect in the product, the Customer, as requested by ADTRAN, agrees to provide ADTRAN a listing of output (trace or log data) and any other data, including database and backup systems, that ADTRAN reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

## 4. OUT OF SCOPE

#### **Exclusions**

ADTRAN ProCare does NOT include:

1. Any problems with equipment not listed on the Letter of Verification, such as other equipment on the customer premises or in the telephone company or service provider's network.

- 2. Services made necessary by failures related to misuse, neglect, accident, alteration, modification, or willful or negligent acts by the Customer.
- 3. Equipment that has been altered or modified by non-ADTRAN representatives or damaged due to negligence or willful act or omission, or used other than as specified in the ADTRAN-supplied documentation.
- 4. Support for problems caused by other devices in the network; resolution of software or hardware incompatibilities with third party products
- 5. Troubleshooting with individuals who are unfamiliar and untrained in the operation of equipment and/or software.
- 6. Failures due to Customer supplied cabling or power.
- 7. Training.
- 8. Force majeure: acts of God, acts of public enemy, acts of government, freight embargoes, strikes, quarantine restrictions, unusually severe weather conditions, insurrection, riot, and other such causes beyond our control.
- 9. Problems with the covered equipment that existed before the commencement of coverage.
- 10. Wiring or cabling: supply, assembly, installation, maintenance or support of racks, shelves, or any other physical structure to which the covered equipment is mounted (unless specifically included in the ProCare Service Plan); ancillary materials such as power/extension cords.
- 11. Damage caused by electrical stress, including power fluctuations or lightning.
- 12. Design or optimization of the customer's network or the applications that run on it.
- 13. Configuration changes required to accommodate changes in the design of the network, or the addition, deletion, or relocation of covered equipment.
- 14. Reconfiguration of replacement equipment when, a) covered equipment is ineligible or not activated for configuration backup, and b) the original configuration is not accessible from the failed unit, and c) a backup copy is not provided by the customer, and d) configuration from scratch cannot be completed within two hours.
- 15. Multi-vendor meetings, except when it is suspected by ADTRAN that the covered equipment has failed.
- 16. Software upgrades, except when the upgrade is recommended by ADTRAN Technical Support to address a problem on the equipment under a ProCare Service Plan.
- 17. Implementation or consulting services.
- 18. On-Site repair or troubleshooting.

## **Additional Charges for ProCare Services**

Beyond the services offered as part of an ProCare Service Plan, ADTRAN can arrange for additional services, which are charged separately. Such expenses include:

- 1. Time and Materials (T&M): hourly rate for remote services performed, beyond those covered by the ProCare Service Plan. Upon request, ADTRAN can arrange for remote support by a trained and skilled ADTRAN Technical Support Engineer (TSE).
- 2. No Trouble Found (NTF): fee to cover costs of dispatching replacement equipment to a Customer site without ADTRAN Technical Support's determination of failure of that equipment. This fee will become payable when the problem is determined to be something other than the covered equipment. NTF is waived when an ADTRAN TSE determines that the covered equipment has failed. NTF for equipment is a flat rate.
- 3. Expedite: fixed rate surcharge to commence coverage earlier than the normal start date. ADTRAN will grant an expedite request and accept the fee only if the service or equipment is available in the appropriate depot location.
- 4. Site Not Ready (SNR): fixed rate surcharge to be levied in any instance where a Customer is not available to accept replacement equipment at the designated date/time, necessitating a subsequent delivery

- attempt. Replacement equipment will only be delivered to street addresses accessible by common carriers, and for which the Customer's representative is available to confirm its acceptance by signature.
- 5. Return Shipping: Equipment that is replaced under ProCare coverage becomes the property of ADTRAN. ADTRAN will provide the Customer with the appropriate return address, and the Customer is responsible for returning any replaced equipment to ADTRAN.
- 6. Non-returned Equipment: charge for equipment belonging to ADTRAN that is not received within 30 days. Non-returned equipment is invoiced to Customer at the current list price.

### 5. GENERAL INFORMATION

#### **Service Plan Renewal**

ProCare Service Plans are initially in effect for the period shown on the Letter of Verification. Coverage may be renewed by sending a complete and correct purchase order to the ProServices . If equipment and/or services are still available, coverage will be extended without interruption provided the valid purchase order is received prior to the expiration date of the current coverage. In the event of a lapse between the expiration date and our receipt of a valid purchase order, ADTRAN may require a 30-day reinstatement period to ensure that equipment and services are available and that the equipment for which coverage renewal is desired is still in proper working order. The original manufacturer's warranty applies regardless of any lapse in ProCare coverage.

# **Commencement of ProCare Coverage**

ProCare Service Plan coverage begins up to 30 days after a valid purchase order is received by ADTRAN. For all ProCare Service Plans, ADTRAN requires a period of up to 30 days to ensure proper stocking of local depots to cover the equipment site.

# **Lapsed Support**

After any lapse of ProCare Service through the termination or expiration of the plan (other than ADTRAN's termination for Customer's breach), the parties subsequently may elect to reinstate such ProCare Service Plan for products for which the plan lapsed upon the terms and conditions set forth in this DSO; provided, however, that Customer agrees to pay for the period of time that has lapsed as well as the Renewal Term and such products must be in good working condition as determined by ADTRAN.

## **Refusal of Coverage**

ADTRAN reserves the right to refuse a purchase order for ProCare Services for any reason.

# Cancellation

The customer may, at its discretion, cancel any portion of the plan for any reason, during the plan term; however, all ProCare Services are 100% non-refundable.

## Language

Technical Support is provided in English.

### **Closing a Support Case**

ADTRAN's Customer Support staff will contact the Customer to determine if the issue is resolved. Any case for which a resolution has been provided and for which no Customer response can be obtained for 2 business days will be automatically closed without direct approval of the Customer.