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"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 Licensee's Network. "Network" means the operation support system under the exclusive control of Licensee. "Order" means Licensee's written or electronic offer to purchase Products. "Part(y/ies)" means, individually or collectively, Tellabs and Licensee. "Product(s)" means those systems, associated system plug-ins, and other goods, including the Licensed Materials, Tellabs sells and/or licenses to Licensee. "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. "Tellabs" means the Tellabs entity that fulfills the Order, on behalf of itself and its affiliates.

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8.2. In addition, if Licensee is enjoined from using the Software by reason of such Claim or Tellabs determines in its sole judgment that an injunction is likely, then provided Licensee meets Licensee'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 Software; or (b) terminate this Agreement, allow Licensee to return such Software for a refund of the amount paid for such Software less depreciation, and if Licensee fails to do so, Licensee will give Tellabs access to Licensee's facilities during normal business hours to retake the Software.

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 Licensee's designs, instructions or specifications; (c) combination of the Software with other equipment, materials or processes; (d) use of the Software not in accordance with the applicable Documentation; or (e) use of the Software in violation of or otherwise outside the scope of this Agreement ((a)-(e) collectively "Claim Exceptions"). Licensee shall, in a commensurate manner, defend Tellabs for any third-party claim based upon any Claim Exceptions, and shall pay any settlement made by Licensee, Tellabs' reasonable and verifiable costs and expenses, and any third-party damages finally awarded against Tellabs.

8.4. This Section 8 states Tellabs' sole obligations and Licensee'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 earlier terminated as provided in this Agreement or by Licensee in writing. This Agreement (including such license) will terminate immediately: (a) upon any breach of Section 3 ("License Grant") or Subsection 12.5 (export compliance) or any incurable Licensee breach of this Agreement; (b) if Licensee 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 Licensee's receipt of replacement Licensed Materials and other Tellabs confidential information, Licensee shall immediately cease all use of, and return or certify destruction of, the Licensed Materials and other Tellabs confidential information and all copies. Termination is not an exclusive remedy.

10. Title and Security Interest.

Title and ownership in the Licensed Materials and all copies remains at all time

s with Tellabs or its licensors.

11. Reservation of Rights.

Notwithstanding Subsection 12.6, 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.

12. General.

12.1 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 licensing of Licensed Materials 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.

12.2 Licensee shall not assign or transfer the Licensed Materials or this Agreement or any interest in the foregoing except with Tellabs prior written consent.

12.3 Tellabs and Licensee 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.

12.4 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.

12.5 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 (and the technology therein) supplied by Tellabs or its affiliates or subcontractors. Without limiting the generality of the foregoing, Licensee shall not export, re-export, transship, divert or transfer (whether directly or indirectly) any such Products (or technology therein) contrary to such trade sanctions, executive orders, export control laws, regulations, restrictions or the like.

12.6 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.

12.7 Sections 5 ("Confidentiality"), 7 ("Limitation of Liability") and 10 ("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.

12.8 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

e dispute resolution procedure shall be as follows:

(a) If the Tellabs entity is a US 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. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to any transaction entered into between the Parties.

(b) If the Tellabs entity is a non-US 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. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to any transaction entered into between the Parties.

12.9 Licensee shall not publish or use any advertising, sales promotion, press releases or publicity matters relating to this Agreement without Tellabs prior written approval.

12.10 Tellabs shall perform Software repairs and returns pursuant to Tellabs Global Repair and Return Policy, available at <http://www.tellabs.com/legal/supporttterms.shtml> or upon request.

13. Product-Specific Terms and Conditions.

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