

Tellabs T&Cs for Website Usage

These Terms and Conditions of the Tellabs Web Sites (“Terms”) apply to your use of www.tellabs.com or any other World Wide Web site owned by Tellabs Broadband LLC or any of its affiliated companies (collectively, “Tellabs”, “this Site”), including accessing, browsing, copying, downloading and communicating any information, software, documents, images, sounds, videos, podcasts and any other material and services provided by this Site (“Content”).

READ THESE TERMS CAREFULLY NOW, BEFORE USING THIS SITE. BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS. IN EXCHANGE FOR USING THIS SITE, YOU AGREE TO BE BOUND TO THESE TERMS. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ACCEPT THESE TERMS AND YOU AGREE TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, RESTRICTIONS, EXECUTIVE ORDERS, AND RULES, INCLUDING THOSE RELATING TO U.S. AND INTERNATIONAL COPYRIGHT, INSIDER TRADING AND EXPORTATION. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE.

These Terms are independent of, and shall not be construed to amend or replace, any other agreement to which Tellabs is a party.

Copyright Notice

This Site, including but not limited to the Content and its arrangement, is protected by U.S. and international copyright laws and treaties.

Trademark Notice

The following trademarks and service marks are owned by Tellabs in the United States and/or in other countries: TELLABS®, TELLABS and T symbol®, and T symbol® (“Marks”). You are not permitted to use these Marks, or any other trademarks and service marks displayed on this Site and owned by Tellabs without Tellabs’ prior written consent. Any other company or product names may be trademarks of their respective companies.

Changes

These Terms were last updated on March 18, 2008. Tellabs reserves the right to change these Terms, at its sole discretion and without notice, at any time. Your continued use of this Site, following the posting of such changes, constitutes your acceptance of those changes.

Access to Password Protected and/or Secure Areas

You may be given access to a secure area of this Site (which may be accessed through an account, login and password) (collectively, “Secure Area”), such as the Tellabs Portal. You agree to provide Tellabs with accurate, current, and complete information as may be required by a registration or prior to receiving access to a Secure Area. Tellabs reserves the right to accept or decline a registration request for any reason.

By receiving access to a Secure Area, you agree:

- To these Terms or any other policies incorporated into these Terms;
- Except as agreed to by you and Tellabs in writing, the following terms and conditions shall apply to Confidential Information in Content accessed using a Secure Area (“Confidentiality Obligations”):
 - “Confidential Information” shall include: any technical, managerial, financial or business information, whether in written, graphic, electromagnetic, verbal or other form (including but not limited to specifications, prototypes, software, models, drawings, product plans, pre-release products, marketing

plans, business opportunities, research and development activities, know-how and third-party information), that: (a) Tellabs marks or otherwise designates as “Confidential” or “Proprietary” or the like; or (b) would be considered a trade secret of Tellabs under normal international trade practice; or (c) should reasonably be (or have been) understood by you (because of legends, markings, the circumstances of disclosure or the nature of the information itself) to be proprietary and/or confidential to Tellabs or a third-party;

- Confidential Information does not include information that is: (a) rightfully in your possession before receipt from Tellabs; (b) in the public domain without the fault of Tellabs; (c) received by you from a third-party to the extent such third-party permits use beyond the scope of these Confidentiality Obligations; (d) disclosed by the Tellabs to a third-party without a duty of confidentiality on the third-party; (e) independently developed by you without use of, or reference to, Confidential Information; or (f) disclosed by you with Tellabs’ prior written consent;
- In no event shall you use the Confidential Information other than for your internal business use as directly related to exploring a working relationship with Tellabs;
- You are only permitted to disclose the Confidential Information: (a) to those employees, agents and subcontractors who (i) have a need to know the Confidential Information, and (ii) are bound by confidentiality obligations at least as restrictive as those set forth in these Confidentiality Obligations; or (b) as may be required by law and compelled by an order issued by a court of competent jurisdiction, provided that you will provide Tellabs with prompt advance written notice so that it may seek an appropriate protective order or reliable assurance that confidential treatment will be accorded all Confidential Information;
- You shall hold the Confidential Information in confidence and shall use the same degree of care that you use to protect your own confidential information (but in no event less than a reasonable degree of care) to prevent unauthorized use or disclosure of the Confidential Information;
- You will be liable for all acts and omissions of your employees, agents and subcontractors regarding these Confidentiality Obligations;
- Within fifteen (15) business days after the termination of your access to a Secure Area or the request of Tellabs (whichever occurs earlier), you shall return or certify the destruction of all Confidential Information that you received (and all copies thereof);
- These Confidentiality Obligations shall cover all Confidential Information disclosed during your access to a Secure Area;
- Your obligations under these Confidentiality Obligations will continue in full force and effect until five (5) year(s) after the termination of your access to a Secure Area; and
- The disclosure of Tellabs Confidential Information shall neither impose nor be deemed to impose any obligation on you or Tellabs to: (a) purchase, sell, license, transfer, exchange or otherwise use any information, technology, products or services; (b) commence or continue any discussions or negotiations; (c) reach or execute any agreement; (d) refrain from engaging in any business whatsoever; or (e) refrain from commencing or continuing any discussions, negotiations or agreements with any third-party; and
- You are responsible for maintaining the confidentiality of your access to a Secure Area, including your account, login, and password if applicable, and all activities that occur under your access to a Secure area. You agree to ensure your exit from a Secure Area (and log out if applicable) at the end of each use. You agree to notify Tellabs immediately of any unauthorized use of your access to a Secure Area, or any other breach of security. You may be held liable for losses incurred by Tellabs or another due to unauthorized use of your access to a Secure Area.

Content and Restrictions on the Use of Content

The Content includes documentation and other information related to products and services of Tellabs, which are provided as a courtesy to Tellabs customers and potential customers. Tellabs shall have no obligation to continue providing the Content, correct any errors, update the Content or advise any user of liability for the accuracy or correctness of any technical support or assistance in the Content provided to a user.

Except as permitted by Tellabs in writing, Tellabs Standard Terms and Conditions or the one copy exception provided below, no Content may be copied, distributed, republished, uploaded or transmitted, or otherwise provided to a third-party in any form or by any means, including: electronic, mechanical, photocopying or recording. Any unauthorized use of this Site or the Content is prohibited.

All right, title and interest in and to the Content, including Tellabs Confidential Information and all copies, remains at all times with Tellabs or its licensors. Except as permitted by Tellabs in writing, Tellabs Standard Terms and Conditions or the one copy exception provided below, no licenses to the Content are granted, express or implied.

You may download on one computer and print one copy of the Content for your personal, non-commercial use only (“one copy exception”), provided that:

- You retain all copyright, trademark and other proprietary notices;
- You do not modify, append, translate, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sublicense or otherwise provide to third-parties the Content;
- You do not use the Content in a manner that suggests an association with Tellabs or its products, services or brands;
- You do not download quantities of the Content to avoid future downloads from any Site;
- You do not use the Content on any other web site or computer environment, except as permitted above;
- You do not decompile, disassemble, decode, reverse engineer, or otherwise reduce the Content to a human-readable form;
- You do not release benchmarks or comparisons of the Content;
- You do not use the Content for timesharing, service bureau or subscription services; and
- This permission terminates automatically if you breach any of these Terms or applicable laws and regulations, and upon termination you must immediately destroy any downloaded and printed Content.

The Content may contain other proprietary notices and copyright information relating to other content providers which may require their authorization to use. Tellabs gives no authorization use such documents even if such documents reside on this Site or may be reached by hypertext from this Site.

Although Tellabs endeavors to keep this Site free from viruses, Tellabs cannot guarantee that it is virus-free. Before downloading any Content, you will, for your own protection, take the necessary steps to ensure appropriate security measures are in effect and use a virus scanner.

You 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 and any national or other securities exchange) pertaining to the Content. Without limiting the generality of the foregoing, you shall not export, re-export, transship, divert or transfer (whether directly or indirectly) any Content contrary to such trade sanctions, executive orders, export control laws, regulations, restrictions or the like.

You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of this Site or any Content, or in any way

reproduce or circumvent the navigational or security structure or presentation of this Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonably large load on the infrastructure of this Site or any of the systems or networks comprising or connected to this Site.

You also agree that Tellabs may, in its sole discretion and without prior notice to you, terminate your access to Content or this Site for any reason, including without limitation: discontinuance or material modification of Content or this Site; suspected or actual violations of these Terms or applicable laws and regulations; failure to pay for purchases or licenses; unexpected operational difficulties; or requests by law enforcement or other government agencies.

User Conduct

Regarding your conduct in using a chat area, message board, instant or mobile messaging service, email or any other service offered by this Site (“Forum”), you agree:

- To provide true and accurate information about yourself;
- Any information you provide, whether publicly posted or privately transmitted, including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, is not confidential, not inside information and not subject to a third party’s copyright (or other proprietary right), and you agree:
 - That Tellabs shall have no obligation of any kind, contractual or otherwise, with respect to such information, including an obligation to keep such information confidential;
 - That Tellabs shall have unlimited rights to the use (including the reproduction, disclosure and distribution of such information) for any purpose whatsoever, commercial or otherwise, without compensation to you;
 - That Tellabs shall be entitled to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing, marketing, selling or using products incorporating or otherwise based upon such information; and
 - Tellabs shall not be liable for use of such information;
- To refrain from certain communications, including but not limited to:
 - Misrepresentation of an individual’s identity or affiliation or source of information or data;
 - Statements that are defamatory, libelous, abusive, harassing, threatening, bigoted, hateful, racially offensive, vulgar, obscene, discourteous, indecent, tortious, improper or otherwise objectionable, harmful, or offensive to others;
 - Promotions, advertisements, or solicitations related to politics, religion, personal gain, or commercial gain that does not involve Tellabs;
 - Statements that do not generally pertain to the designated topic or theme of any Forum;
 - Material that contains a virus or other harmful component (and you will use reasonable efforts to scan and remove any harmful component before submitting any Content); and
 - Material that infringes or violates another’s rights, including intellectual property rights such as patents, trademarks, service marks and copyrights;
- To not collect, store or use for either personal or commercial purposes, personal data about other users in connection with the prohibited conduct set forth above; and
- To comply with all local laws and regulations regarding online conduct and acceptable Content, recognizing the global nature of the Internet.

Any opinions expressed in a Forum are solely those of the authors and are not the opinions of Tellabs. Tellabs reserves the right, but shall have no obligation, to remove or edit Content from or in any Forum at any time and for any reason, including suspected or actual violations of these Terms or applicable laws and regulations.

Indemnity

You agree to defend, indemnify and hold Tellabs harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Content you submit, post, transmit or otherwise make available through this Site, your use of this Site, your connection to this Site, your violation of these Terms, or your violation of the rights of another. You shall use your best efforts to cooperate with Tellabs in the defense of any claim. Tellabs reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense and indemnification by you.

Order, Purchase, Sale and Licensing of Tellabs Products and Services

Although the information on this website is accessible worldwide, not all products or services featured herein are available to all persons or in all geographic locations or jurisdictions. Please contact your local sales representative for information as to products and services available in your country. Tellabs reserves the right to limit at its discretion the provision of its products or services to any person, geographic area, or jurisdiction.

Unless otherwise agreed in writing, Tellabs Standard Terms and Conditions, which are available upon request, shall apply to any purchase, sale or licensing made available through this Site, of all Tellabs products (including Tellabs software and documentation) and Tellabs services.

Your receipt of an electronic or other form of order confirmation does not signify Tellabs' acceptance of your order, nor does it constitute confirmation of Tellabs' offer to sell. Tellabs reserves the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity ordered of any item. Tellabs shall have the right to refuse or cancel any orders placed for products or services listed at an incorrect price, rebate, or refund, or containing any other incorrect information or typographical errors, even if any such orders are confirmed.

Disclosure, Forward-Looking Statements

The Content may contain projections or other forward-looking statements regarding future events or the future financial performance of Tellabs. Tellabs wishes to caution you that these statements are only predictions and that actual events or results may differ materially. Tellabs refers you to the documents Tellabs files from time to time with the Securities and Exchange Commission, specifically, Tellabs' most recent Form 10-K. This document contains and identifies important factors that could cause the actual results to differ materially from those contained in Tellabs' projections or forward-looking statements, including, among others, potential fluctuations in quarterly results, dependence on new product development, rapid technological and market change, acquisition strategy, manufacturing risks, risks associated with Internet infrastructure, volatility of stock price, financial risk management, and future growth subject to risks. Risk factor disclosures are found in Tellabs' most recent Form 10-K.

No Warranties

THE SITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. TELLABS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE USE, VALIDITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF, OR THE RESULTS THAT MAY BE OBTAINED THROUGH USE OF, OR OTHERWISE RESPECTING, THE SITE OR ITS CONTENTS. TELLABS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES BY AFFIRMATION, PROMISE, DESCRIPTION OR SAMPLE, WARRANTY OF TITLE, WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS.

No Liability

IN NO EVENT SHALL TELLABS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THIS SITE OR ITS CONTENTS WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ANY BUSINESS INTERRUPTION OR LOSS OF USE, DATA, PROGRAMS, OR PROFIT, RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO: ANY ERRORS IN OR OMISSIONS FROM THIS SITE AND THE CONTENT; ANY THIRD-PARTY STATEMENTS OR CONDUCT; ANY THIRD-PARTY WEB SITES OR CONTENT THEREIN THAT LINK TO OR ARE LINKED FROM THIS SITE; THE UNAVAILABILITY OF THIS SITE OR ANY PORTION THEREOF; YOUR USE OR TERMINATION OF YOUR USE OF THIS SITE; YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THIS SITE; OR YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS SITE, EVEN IF TELLABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY.

Advertisers

This Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Site is accurate and complies with applicable laws. Tellabs will not be responsible for the legality of or any error or inaccuracy of such material.

No Assignment

You may not assign any rights or delegate any obligations you may have under these Terms.

Unlawful Activity

Any illegal use of this Site or the Content is prohibited. Tellabs reserves the right, but shall have no obligation, to investigate complaints or reported violations of these Terms or applicable laws and regulations and to take any action Tellabs deems appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.

No Waiver

Tellabs' failure to insist upon strict adherence to any term or condition of these Terms shall not be a waiver by Tellabs of its right to thereafter insist upon strict adherence to that or any other term or condition.

Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of Texas, United States of America (except for its conflicts of law provisions) and adjudicated in a state or federal court located in the state of Texas. Nonetheless, Tellabs at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.

Additional Terms

Your use of this Site is also governed by the Tellabs Privacy Policy, the Tellabs Linking Policy, and if you are a Tellabs employee the Tellabs Integrity Policy and the Tellabs Electronic Communications Policy, all of which are incorporated herein by reference.

Severability

If any provision of these Terms shall for any reason be held unenforceable in any respect, then such unenforceable provision shall be construed as if it had never been contained herein.