



## ProServices Description of Service Offering

### ProCare

This Description of Service Offering (DSO) is provided by Adtran, Inc., to describe the support services generally available under Adtran ProCare Service Plans covering products installed in the United States, Canada, and Puerto Rico. Adtran may publish DSOs of a more specific nature, based on the product type, geography, or other factors. In these cases, the more specific DSO will take precedence over similar specifications provided in this general DSO. The appropriate DSO, along with the Adtran Warranty, the ProCare Letter of Verification, and the ProServices Terms and Conditions cover the agreement between Adtran and the purchaser of these services (hereinafter referred to as “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.

**OVERVIEW:** Adtran offers several plans for ProCare Services. Some common plans are below:

ProCare Service Plan	Technical Support	Replacement	On-Site Technician (OST) Arrival	Other Entitlements
Basic	Access to Technical Support for non-service affecting emergencies is available Monday through Friday between the hours of 7am and 7pm central time excluding Adtran holidays. Access to Technical Support for a service affecting emergency (severity level=critical) is available 7 days/week, 24 hours/day. The response time for Technical Support to attempt to reach the contact person on the case will be no more than 4 business hours after the case is logged, for support cases opened via telephone.	NA	NA	Access to software releases and patches



ProCare Service Plan	Technical Support	Replacement	On-Site Technician (OST) Arrival	Other Entitlements
Next Business Day Remote	Access to Technical Support for non-service affecting emergencies is available Monday through Friday between the hours of 7am and 7pm central time excluding Adtran holidays. Access to Technical Support for a service affecting emergency (severity level=critical) is available 7 days/week, 24 hours/day. The response time for Technical Support to attempt to reach the contact person on the case will be no more than 60 business minutes after the case is logged, for support cases opened via telephone.	Equipment determined by Adtran to be defective will be dispatched to the site for arrival no later than 5pm local time on the next business day. It is the customer's responsibility to return the failed unit to Adtran.	NA	<p>Access to software releases and patches</p> <p>Automatic configuration backup of AOS devices</p> <p>Discount on purchase of remote Professional Service Vouchers (PSVs)</p>



ProCare Service Plan	Technical Support	Replacement	On-Site Technician (OST) Arrival	Other Entitlements
Next business Day On-Site	<p>Access to Technical Support for non- service affecting emergencies is available Monday through Friday between the hours of 7am and 7pm central time excluding Adtran holidays. Access to Technical Support for a service affecting emergency (severity level=critical) is available 7 days/week, 24 hours/day. The response time for Technical Support to attempt to reach the contact person on the case will be no more than 60 business minutes after the case is logged, for support cases opened via telephone.</p>	<p>Equipment determined by Adtran to be defective will be dispatched to the site for arrival no later than 5pm local time on the next business day. It is the customer's responsibility to return the failed unit to Adtran. Adtran will provide a pre-paid return label or schedule a courier to pick up the replaced equipment upon the customer's request.</p>	<p>An OST will travel to the site to install the replacement unit no later than 5:00pm local site time on the next business day</p>	<p>Access to software releases and patches</p> <p>Automatic configuration backup of AOS devices</p> <p>Discount on purchase of remote Professional Service Vouchers (PSVs)</p>



ProCare Service Plan	Technical Support	Replacement	On-Site Technician (OST) Arrival	Other Entitlements
7x24x4 Remote	<p>Access to Technical Support for non-service affecting emergencies is available Monday through Friday between the hours of 7am and 7pm central time excluding Adtran holidays. Access to Technical Support for a service affecting emergency (severity level=critical) is available 7 days/week, 24 hours/day. The response time for Technical Support to attempt to reach the contact person on the case will be no more than 30 minutes after the case is logged, for support cases opened via telephone.</p>	<p>Equipment determined by Adtran to be defective will be dispatched to the site for arrival within 4 hours of the determination of failure by an Adtran representative.</p>	NA	<p>Access to software releases and patches</p> <p>Automatic configuration backup of AOS devices</p> <p>Discount on purchase of remote Professional Service Vouchers (PSVs)</p>



ProCare Service Plan	Technical Support	Replacement	On-Site Technician (OST) Arrival	Other Entitlements
7x24x4 On-Site	<p>Access to Technical Support for non- service affecting emergencies is available Monday through Friday between the hours of 7am and 7pm central time excluding Adtran holidays. Access to Technical Support for a service affecting emergency (severity level=critical) is available 7 days/week, 24 hours/day.</p> <p>The response time for Technical Support to attempt to reach the contact person on the case will be no more than 30 minutes after the case is logged, for support cases opened via telephone.</p>	<p>Equipment determined by Adtran to be defective will be dispatched to the site for arrival within 4 business hours of the determination of failure by an Adtran representative. It is the customer's responsibility to return the failed unit to Adtran. Adtran will provide a pre- paid return label or schedule a courier to pick up the replaced equipment upon the customer's request.</p>	<p>An OST will travel to the site to install the replacement unit within 4 business hours of determination of failure by an Adtran representative.</p>	<p>Access to software releases and patches</p> <p>Automatic configuration backup of AOS devices</p> <p>Discount on purchase of Professional Service Vouchers (PSVs)</p>



**SEVERITY LEVEL CLASSIFICATIONS.** Upon receipt of trouble report, 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	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
Low	No impact on system or network operation. Information requests or standard questions on configuration or functionality of equipment.

**COVERAGE AVAILABILITY.** With 7x24, coverage is available any day, any time, including holidays. 5x8 coverage is available Monday through Friday (excluding holidays), 8:00am to 5:00pm local site time in the continental USA and Canada. For 5x8 coverage, all service time is measured in “business hours.” 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. For NBD plans, 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 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.

**ON-SITE TECHNICIAN.** Four-hour on-site coverage guarantees arrival of an Adtran authorized On-Site Technician (OST) within four hours from the determination by Adtran that the equipment has failed. NBD on-site coverage guarantees arrival of an Adtran authorized OST during the next business day (Monday through Friday, excluding



holidays). On-site coverage includes transportation of replaced equipment to Adtran via the OST. The onsite technician is responsible for uninstalling the failed device, installing the replacement, and testing. The OST is authorized to work on devices that are no more than 12 feet off the floor. Access to devices more than 12 feet off the floor (e.g., wireless access points mounted more than 12 feet high) may require additional charges. The on-site technician will not perform troubleshooting on other aspects of the network unless Adtran determines it is required to install the replacement device.

**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 ProCare Service 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 a ProCare Service Plan with this backup entitlement, the Customer must have the 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 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.** ProCare Service plans are available in many countries. The provisions of this DSO apply to coverage on products installed in the United States, Canada and Puerto Rico. Please refer to the appropriate international DSO for service plan details available in other countries. Offerings that include a four hour component are geographically restricted. Check the site USA zip code using our 4-Hour Availability Lookup Tool at [adtran.com](http://adtran.com) under ProCare, or email or call ProServices Sales Operations for availability.

1) **CONTACTS FOR SUPPORT SERVICES.** Most questions can be answered by visiting the Adtran website at [www.adtran.com](http://www.adtran.com) or the Adtran Support Community at <https://supportforums.adtran.com>. 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 Central Time excluding Adtran holidays	888-874-2237 256-963-8716 <a href="mailto:proservices@adtran.com">proservices@adtran.com</a> <a href="http://adtran.com">adtran.com</a>
Questions about ProStart Installation, technical support during install	ProStart Install Group	Monday – Friday 8:00am-5:00pm Central Time excluding Adtran holidays	888-874-2237 256-963-8716 <a href="mailto:prostart@adtran.com">prostart@adtran.com</a> <a href="http://adtran.com">adtran.com</a>
Technical Support (post-install)	Adtran Technical Support	Monday – Friday 7:00am-7:00pm Central Time excluding Adtran holidays Service affecting emergencies: 24 hours/day 7 days/week	888-874-2237 256-963-8716 <a href="http://adtran.com/submitcase">adtran.com/submitcase</a> <a href="http://supportforums.adtran.com">supportforums.adtran.com</a>
ProServices Purchase Orders	ProServices Sales Operations	Monday – Friday 8:00am-5:00pm Central Time excluding Adtran holidays	Fax: 256-963-7956 <a href="mailto:proservices.po@adtran.com">proservices.po@adtran.com</a> <a href="http://adtran.com">adtran.com</a>

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

## 2) 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 Adtran 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 Adtran 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 Service Plan 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 Adtran ProStart.

**RELOCATION.** Customer must notify Adtran at least 30 days in advance of relocating covered equipment to ensure that replacement equipment and OST personnel are available in the new location. Relocation of equipment to a zip code served by a different warehouse may be a billable item. Contact ProServices Sales Operations for more information.

**NO MODIFICATION.** The Customer agrees not to modify, enhance, or otherwise alter the Adtran 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.** When reporting an issue to Adtran technical support, the Customer will be required to provide the following information:

- Customer contact information including:
  - o Company name which appears on the ProCare Service Plan Verification letter
  - o Contact name
  - o Call back telephone number
  - o Valid email address
- Model Number
- Serial Number
- ProCare Services Plan number
- 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

**ON-SITE TECHNICIAN.** When dispatched for on-site support, Customer must allow the Adtran authorized OST access to the covered equipment within 30 minutes of arrival.

**SHIPPING/RETURN OF EQUIPMENT.** If a covered device is replaced under ProCare, Adtran will provide a pre-paid return label or schedule a courier to pick up the replaced equipment. The customer must pack the replaced equipment for shipping (using the box from the new equipment if desired), affix the return label, and make the package available for the courier. If the defective equipment is not received at Adtran within 30 days, Adtran may bill the customer for the list price of the replacement equipment and suspend any or all ProServices coverage until the replaced equipment is received.

**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 Adtran product to enable Adtran to provide ProCare Service Plan support 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 Adtran 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 Service 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 Adtran 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 (unless specifically included by ProStart), 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. Move-add-change (MAC) services. MAC services are offered by Adtran separately from



ProCare Service Plans.

19. Physical replacement of hardware mounted more than 12 feet off the floor.

**ADDITIONAL CHARGES FOR PROCARE SERVICES.** Beyond the services offered as part of a 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 services performed beyond those covered by ProCare. At Customer's request, Adtran can arrange for an on-site visit by a trained and skilled OST.
2. No Trouble Found (NTF): fee to cover costs of dispatching replacement equipment and/or an OST 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; NTF for an OST is at T&M rates.
3. Expedite: fixed rate surcharge to commence coverage earlier than the normal start date. Customer may request that coverage start earlier than normal processing allows. The expedite fee helps to offset the additional costs of special processing and rush shipment of equipment to the appropriate depot. Adtran will grant an expedite request and accept the fee only if the service and equipment are available.
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. The customer is responsible for returning the replaced equipment to Adtran. Adtran will provide a pre-paid return label or schedule a courier to pick up the replaced equipment upon the customer's request.
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.
7. Excessive Wait Time: hourly rate for periods during which the OST is unable to perform the service because of a non-Adtran issue. If a non-Adtran problem prevents the OST from starting or continuing the service, Customer may choose to keep the OST on site until that problem is resolved. Time accrual begins upon thirty minutes of inactivity and is billed in one- hour increments at the T&M rate.
8. Hazardous conditions: charges required to cover the cost of mitigating hazards such as replacement of hardware installed more than 12 feet off the floor.



## 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 Adtran. 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. For ProCare Service Plans that auto-renew, the Service Plan will automatically renew for successive one (1) year terms unless Adtran or the Customer provides written notice of the intent not to renew sixty (60) days prior to the expiration date. 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 is 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 plans, Adtran requires a period of up to 30 days to ensure proper staffing and stocking of local depots to cover the equipment site. If ProStart Installation and ProCare Service are purchased at the same time, coverage begins immediately upon completion and customer acceptance of the installation. Acceptance of installation will be deemed to have occurred if not rejected in writing within five (5) days' following confirmation by Adtran that the equipment is physically installed, configured, capable of passing Customer's traffic (voice and/or data), and is operating per manufacture specifications. If a ProCare Service Plan is purchased after the installation is complete, or on equipment not installed by Adtran, a waiting period of up to 30 days will be required to verify a stable installation, insure OST availability, and adjust local product depot inventories.

**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 Adtran Products for which the plan lapsed upon the terms and conditions set forth in this DSO; provided the Customer agrees to pay for the period of time that has lapsed as well as the Renewal Term and such Adtran 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, including, but not limited to: four-hour replacement or on-site coverage for sites outside the four hour range of dispatch locations, or incomplete purchase order.

**HARDWARE INELIGIBILITY.** Adtran may decline to offer ProCare services on a particular hardware item if the initial coverage date would fall after the expiration of the manufacturer's warranty. However, Adtran may elect to renew existing coverage if the hardware item has been under continuous coverage since before the warranty expired.



Beyond the announced End of Life date for a hardware product, ProCare coverage may be limited or unavailable.

**CANCELLATION.** The customer may, at its discretion, cancel any portion of the plan for any reason, during the plan term; however, all ProCare Service Plans 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 two business days will be automatically closed without direct approval of the Customer.