

STANDARD SUPPORT LEVEL AGREEMENT

This SUPPORT LEVEL AGREEMENT (the "Agreement") is effective as of this 25 day of February, 2002(the "Effective Date") by and between [REDACTED] ("Customer" or "Party"), a corporation organized and existing under the laws of the State of [REDACTED], and [REDACTED] ("S-A" or "Party"), a corporation organized and existing under the laws of the [REDACTED].

WITNESSETH:

WHEREAS, Customer desires to purchase from [REDACTED] certain services associated with Customer's Prisma IP network;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter stated and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 "Additional Services" shall mean those optional services as set forth in Schedule D.
- 1.2 "Agreement Year" shall mean the twelve-month period commencing on the Effective Date of this Agreement and each successive twelve-month period thereafter that the Agreement remains in effect until terminated as provided herein.
- 1.3 "Confidential Information" shall mean any information that is technical, commercial, strategic, financial, economic in nature, related to research, technical specifications, software, components and products of a Party, on any medium, verbal, visual or written, and communicated to the other Party during the Period of Confidentiality as further specified, provided that all such information which is disclosed by one Party to the other and which is to be protected hereunder as Confidential Information:

- (1) if in writing or other tangible form, shall be designated as Confidential Information at the time of delivery by means of a legend, stamp or label bearing a term such as "Confidential Information" or equivalent; and
- (2) if disclosed verbally or visually, shall be identified as Confidential Information prior to disclosure, and shall be identified in a written summary delivered to the receiving Party within thirty
- (30) business days after such disclosure.

1.4 "Covered Hardware" shall mean the hardware that operates, or is operated by, the Covered Software. Covered Hardware excludes hardware of third parties provided by [REDACTED] not included in Schedule B hereto.

1.5 "Covered Products" shall mean Covered Hardware and Covered Software collectively and that is identified in Schedule B hereto.

1.6 "Covered Services" shall mean those services as set forth in Schedule A for the covered Products and the Covered Sites.

1.7 "Covered Software" shall mean Software that is provided to Customer by [REDACTED]. Covered Software includes Maintenance Releases and Enhancement Releases provided to Customer without additional charge in accordance with the terms of this Agreement. Covered Software excludes software of third parties provided by [REDACTED].

1.8 "Defect" shall mean a problem or error occurring in the Covered Product that has been reported, is producible and causes the Covered Product to not be in conformance to its published specifications.

1.9 "Enhancement Release" shall mean Software, which replaces or effects modifications to existing Covered Software releases in order to improve speed or performance of, or add minor functionalities to the Covered Software. [REDACTED] shall use the numbering system X.YY.ZZ to designate its Software releases and shall use the next higher consecutive number "YY" to designate a new Enhancement Release. In addition to the modifications described above, an Enhancement Release may also include modifications that would otherwise be included in a Maintenance Release.

1.10 "Force Majeure Event" shall mean any event beyond a Party's reasonable control and which cannot be circumvented or prevented by such Party. When complying the above mentioned conditions, such events include but are not limited to any act of God or Government, flood, fire, explosion, lightning, terrorism.

1.11 "Maintenance Release" shall mean Software, which adds to or replaces existing Covered Software in order to correct defects or malfunctions. [REDACTED] shall use the numbering system X.YY.ZZ to designate its Software versions and shall use the next higher consecutive number of "ZZ" to designate a new Maintenance Release.

1.12 "New Release" shall mean a Software release, which adds significant new features and functionalities to a previous version. [REDACTED] shall use the numbering system X.YY.ZZ to designate its Software, with "X" designating the version number, and shall use the next higher consecutive number for "X" to designate a New Release. In addition to the modifications described above, a New Release may also include modifications that would otherwise be included in an Enhancement Release and/or a Maintenance Release. It is possible that to implement a New Release or to realize the full functionality of a New Release, new or additional hardware will be required at additional expense. New Releases are licensed separately or as an upgrade to existing Software, both at additional cost to Customer.

1.13 "Services" shall mean Covered Services and Additional Services collectively.

1.14 "Software" shall mean instructions for effecting the operation of a computer or like device including any modifications, updates or additions which may be supplied by [REDACTED] to Customer, in object code or executable form in any medium, such as magnetic tape, disks, or optical media; and related materials such as flow charts, logic diagrams, manuals, and other documentation which are provided by [REDACTED] Europe N.V. to Customer.

1.15 "Software Support Window" shall mean the timeframe for support that encompasses the (i) most current "X" Software release and (ii) the two previous "X" releases or the past eighteen months, whichever is less.

1.16 "Standard Rates" shall have the meaning set forth in Section 3.1.

1.17 "Term" shall have the meaning set forth in Section 4.1.

2. PURCHASE AND SALE OF SERVICES

Customer shall purchase and pay for, Covered Services. In addition, [REDACTED] may agree to sell and provide, and Customer may agree to purchase and pay for Additional Services. Services covered by this Agreement shall pertain only to Covered Products.

2.2 Expired Warranty. For any products for which the original warranty period has expired and for which the Customer desires coverage under this Agreement, the Customer will have to purchase an on-site equipment and software audit. The audit results may require the Customer to upgrade its software and/or hardware at an additional charge. This Agreement will not become effective until the products for which the warranty has expired are brought up to [REDACTED]'s standards of serviceability. [REDACTED] can provide such services, parts and software at its then-current standard rates in effect at the time to the Customer.

2.3 Additional Products. Whenever the Customer purchases additional products, Schedule B shall be automatically updated to include such products. Additional Products shall become Covered Products under this Agreement.

3. PRICE AND PAYMENT

3.1 Prices. The annual fee for the Covered Services shall be as specified in Schedule C (the "Annual Fee") and shall be payable on a yearly basis. The fee for Covered Services for additional products automatically added to Schedule B, in accordance with section 2.3 above, shall be calculated on a pro-rate basis and invoiced quarterly in arrears. Prices for Additional Services shall be [REDACTED]'s standard rates for such Services in effect on the date of acceptance of an order for such services (the "Standard Rates"). Prices do not include taxes, duties, charges, levies and imposts.

3.2 Prices for additional years. [REDACTED] reserves the right to increase the annual fee at the commencement of each new Agreement Year. The new price is calculated as follows:

$$P_n = P_0 \times (I_n / I_0)$$

P_n = the price at the time of purchase

P_0 = the quoted price for the first year, valid for 30 days starting the first date of the month following the signing of this Agreement.

I_n = the index number of the reference wages in the Belgian electromechanical industry from the month before the purchase

I_0 = the index number of the reference wages in the Belgian electromechanical industry of the month in which this Agreement is signed.

This index number is published by [REDACTED], the official [REDACTED] association of the electromechanical industry and is based on the wages recognized by the [REDACTED] Ministry of Traffic & Infrastructure. The most current index numbers can be consulted at <http://www.agoria.be/indices/data/nationale.xls>. [REDACTED] can provide Customer with a certificate confirming the value and validity of this index number.

3.3 Invoices. [REDACTED] will submit invoices yearly for each period's Covered Services to Customer, including taxes, duties, charges, levies and imposts, where applicable, at the beginning of each year. [REDACTED] will submit invoices quarterly in arrears for Covered Services to Customer, including taxes, duties, charges, levies and impost, where applicable, for those additional products automatically added to Schedule B in accordance with section 2.3 above. [REDACTED] will submit invoices for Additional Services monthly at the beginning of the month following performance of the Services and such charges shall be paid in accordance with the terms of the invoice.

3.3 Payment. Terms are net **ninety (90)** days from the date of the corresponding invoice. If payment is late, [REDACTED] may claim late payment interests unless Customer's failure to pay is due to [REDACTED]'s failure to comply with its obligation under the Agreement. Late payment interests shall be calculated as from the day following the due date of payment, up to the actual day [REDACTED]'s account is credited. For deliveries in [REDACTED] (**State**), the rate is equal to 1.5 times the [REDACTED] (**State**) legal interest rate, save as may be prevented by any applicable law. For all other countries the rate shall be [REDACTED] [6] months plus [REDACTED] (2.5) % per year, unless otherwise agreed in the Agreement. The interest rate is the rate in force on the date of issuance of the invoice.

3.4 Additional Charges. In addition to any other charges set forth in this Agreement, [REDACTED] may elect to charge Customer for [REDACTED]'s time and material charges, including a travel trip plus elapsed travel time, where applicable, at the then current [REDACTED] rates in the following circumstances:

- a. Any false call out or telephone service report where [REDACTED] identifies the reported fault as being due to Customer's error.
- b. Any call out where the fault is contained in a release later supplemented in a Maintenance Release or Enhancement Release where the version containing the error is more than two (2) Maintenance Releases versions behind the then-current version.
- c. Any call out where the fault is clearly identified as being due to a fault in another manufacturer's equipment not being administered by [REDACTED] under this Agreement.
- d. In the event that Covered Products and work area (see Section 5) are not made available to the dispatched technician or system support engineer during a pre-arranged visit.
- e. In the event that the site environment recommendations for the Covered Products are not met.
- f. Any call out where the damage is caused by improper installation, maintenance, use, tampering, abnormal conditions of operation, attempted modification or repair by the Customer, power failures or surges, or Force Majeure Event.

4. TERM

4.1 Initial Term. Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date, and shall continue until the date that is one year after the Effective Date, unless extended in accordance with this Section 4 (the "Term").

4.2 Renewals. This Agreement shall automatically renew for additional twelve (12) month periods, unless either party provides the other party with written notice to terminate this Agreement at least sixty (60) days prior to the end of the initial term or any renewal term; provided that in no event shall this Agreement continue beyond five (5) years after the Effective Date unless extended by written agreement of the parties.

4.3 Renewal After Lapse. Customer may request renewal of this Agreement after the termination of this Agreement. If [REDACTED] agrees to renew the Agreement, Customer shall pay to [REDACTED] (i) any outstanding obligation, (ii) the first year's Annual Fee following reinstatement up front, and (iii) all costs associated with an on-site visit and necessary upgrades as set forth in Section 2.2.

5. RESPONSIBILITIES OF CUSTOMER

5.1 Access. Customer shall provide █ or its designated representatives with the following:

- a. Access to Customer's master software tapes, diskettes, data backup and installation guide.
- b. Access to Covered Products.
- c. Adequate working space and facilities within reasonable proximity to the Covered Products to facilitate providing the Covered Services.
- d. Access to and use of all information and facilities which are determined reasonably necessary by █ or its designated representative to service the Covered Products.

5.2 Work Area. Customer shall designate a work area at the site which is reasonably acceptable to

█. This area must include adequate open bench workspace, adequate power and lighting, and access to a telephone. █ may charge Customer, at its then-current hourly charge, for time spent waiting for facilities or Covered Products to be made available.

5.3 Preparation. Customer shall be responsible for the following as a condition to receiving Covered

Services under this Agreement:

- a. Maintaining the Covered Products within the Software Support Window.
- b. Maintaining a log including the model number, serial number, and current failure symptoms of each item of Covered Hardware and Covered Software. Such information shall be provided to █ upon request before a site visit by an █ representative.
- c. Maintaining a daily backup of the hard disk elements of Covered Hardware. The latest backup media must be made available to the █ representative upon his visit to the site. Customer must keep at least one month of back-up media at all times.
- d. Providing back-up documentation and data files.

5.4 Archival Software. Customer shall make one (1) archival copy of Covered Software and data backup for safe keeping, and to constitute a backup copy in the event that the installed Covered Software is damaged or destroyed.

5.5 Connectors and Cables. To the extent applicable, all Covered Hardware must be interconnected by cables or connectors listed in the appropriate █ documentation as compatible with the central processing unit. Current █ service rates will be charged for correcting Covered Hardware that does not meet this requirement.

5.6 Calls by Qualified Personnel Only. All calls for telephone support must be made only by employees of Customer who are qualified in the operation of the Covered Products, and at least one such person must be available at all times during on-site visits by █ representatives.

Customer agrees that all personnel authorized to request telephone support have either attended █'s recommended training or obtained an equivalent level of knowledge via other means.

5.7 Other.

- a. Customer shall not operate any software on the Covered Hardware other than Software which has been supplied or approved by █. The use of non-█ or non-approved software on such systems shall automatically terminate coverage of the Covered Products under this Agreement.
- b. The Customer shall be responsible for taking corrective action to comply with █'s site environment recommendations. █ shall have the right to decline to provide maintenance or other services under this Agreement to a site unless and until its recommendations are carried out.

c. The Customer is responsible for notifying [REDACTED] of any changes in the Covered Products or in system configuration or any addition or deletion of equipment or software.

6. WARRANTY AND DISCLAIMER

6.1 Warranty. Without prejudice to the application of the mandatory local legislation with respect to warranty, [REDACTED] warrants to Customer

1. that the Services will be performed in accordance with best established and applicable industry standards and in accordance with the provisions of this Agreement;
2. [REDACTED] shall obtain, maintain and respect all mandatory laws, statutes regulations, authorisations, agreements, permits, registrations and approvals required by the competent authority in order to provide the Services.

[REDACTED] will reperform any Services that do not conform to this warranty; provided [REDACTED] receives notice of non-conformance during the Term of this Agreement.

6.2 Items Not Covered.

- a. Damage caused by improper installation, maintenance or use; tampering; abnormal conditions of operation; power failures or surges; or Force Majeure Event.
- b. Any attempted repair or modification by persons other than [REDACTED] service personnel, or SA authorized service engineers or technicians.
- c. Damage caused by machines, accessories or other devices not provided by [REDACTED].
- d. If an item is returned to [REDACTED] for repair and the failure is determined by [REDACTED] to be subject to (a), (b), or (c) above, the Customer will be charged a service fee based upon [REDACTED]'s then current rates.

6.3 DISCLAIMER. THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY IS THE REPERFORMANCE OF THE SERVICES. [REDACTED] SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES TO CUSTOMERS OF CUSTOMER.

7. TERMINATION

Should any of the Parties breach any of its material obligations under this Agreement, the other Party may terminate as of right the present Agreement, effective **ninety (90)** days following formal notice from non-defaulting Party, if said non-performance has not been cured within agreed period, and without prejudice to damages that could be claimed by the other Party in accordance with the terms of this Agreement.

In addition, both Parties may also terminate, in accordance with the above paragraph, the Agreement:

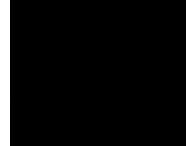
- if to the extent permitted by law, either party becomes unable to pay its debts as they fall due in the ordinary course of business, goes into liquidation (other than for the purpose of a genuine amalgamation or restructuring) has a receiver appointed over all or part of its assets or enters into a composition or voluntary arrangement with its creditors or any similar event occurs in any

jurisdiction which has a similar effect; or

- if Either Party is engaging in unacceptable practices in connection with this Agreement Upon termination of the Agreement, either Party shall promptly deliver to the other all copies or materials relating to the Services then in each other's possession which have been paid for in full or at a rate mutually agreed by the Parties.

8. NOTICES

All notices under this Agreement shall be sent at the following address :



(Party Name and Address)



(Party Name and Address)

All notices under this Agreement shall be sent at the address and to the attention of the person indicated above.

9. ASSIGNMENT AND SUBCONTRACTING

Neither Party will have the right to assign, transfer, or otherwise dispose of its rights and obligations under this Agreement to any third party without the prior written consent of the other Party. Nevertheless, [REDACTED] is entitled to subcontract to any of its affiliated company.

[REDACTED] may, without the need to obtain Customer's prior approval, assign the benefit of this Agreement to its holding company. Any assignment will not effect the obligations of either Party hereto, and the Parties will continue to be liable for and comply with such obligations.

With the exception of Supplier's affiliated companies, [REDACTED] undertakes to provide a list, previously agreed by Customer, of its subcontractors usually used by [REDACTED] to perform the Services for the benefit of Customer. Any modification of this list must be previously agreed by Customer.

For each project [REDACTED] will inform Customer in an open way concerning the used subcontractors for Services. In addition on request of Customer, any subcontracting will be previously agreed if reasonably possible.

[REDACTED] shall remain liable for the acts or omissions of its subcontractors.

10. DEALINGS WITH OTHER CUSTOMERS; NON-DISCLOSURE

10.1 Dealings with Other Customers. █ is engaged in the business of providing services to a variety of customers, and nothing in this Agreement shall prevent █ from using its and its personnel's general skills in pursuing such business with any other customer on any other terms, whether or not similar to those provided under this Agreement. █ shall be free to use and disclose in such business pursuits any techniques, concepts, or ideas embodied, developed or learned by █ in the course of rendering the Services.

10.2 Confidential Information.

Any Party (the "Receiving Party") receiving Confidential Information from the other Party (the "Disclosing Party") undertakes during the Period of Confidentiality as specified below:

- to hold said Information in strict confidence, and not to duplicate it without prior written approval from the Disclosing Party,
- to take all measures necessary to protect confidentiality using at least the same degree of care that it affords its own Confidential Information, but no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information received from the other Party, After said five (5) year period, the obligations of the Receiving Party with respect to the Confidential Information shall be limited to those created by the patent and copyright laws of the applicable country(ies);
- to limit disclosure, circulation and access of the Confidential Information or any part thereof to its directors, employees, representatives, consultants who have a legal obligation consistent with the terms of this Sourcing Contract or sub-contractors or those of its Affiliated Companies that need to know such Information and, in this case, to inform these people of the confidential nature of the Information,

However, Confidential Information may be communicated to an authority legally authorized to demand communication or as a result of an order of a court or governmental agency. If this is the case, the Receiving Party shall provide prior notice to the Disclosing Party and provide the latter with a copy of the demand for which communication is required. The Receiving Party shall however make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information.

The confidentiality of information is required and shall be limited to the term of the Sourcing Contract, any applicable Implementation Contract and related acknowledged Orders, and for five (5) years following the end of contractual relations (the "Period of Confidentiality"), for any reason whatsoever.

Upon termination of the Sourcing Contract, Implementation Contract or acknowledged Orders, the Receiving Party undertakes to promptly destroy any copies possibly made.

The foregoing obligations of confidentiality shall not apply, however, to information which the Receiving Party can prove:

- (i) was known to Receiving Party prior to the date it was received from the Disclosing Party;
- (ii) is or later becomes publicly known or available without breach of this Sourcing Contract by Receiving Party, its employees or consultants;
- (iii) is lawfully obtained by Receiving Party from a third party not under obligation of confidentiality, whether directly or indirectly, to the Disclosing Party with respect to such information;
- (iv) Was independently developed by employees, consultants or contractors of the Receiving Party without use of Confidential Information disclosed hereunder.

11. MISCELLANEOUS

11.1 Public Release Of Information. All media releases or public announcements by either party that reference this Agreement shall be coordinated with and approved in writing by both parties prior to the release thereof; provided, however, that neither party will unreasonably withhold or delay any such approvals and nothing in this section shall be construed to limit the right of either party to issue such disclosures that are reasonably believed by that party to be required by law.

11.2 Compliance With Laws. The performance of each of [REDACTED] and Customer under this Agreement shall comply in all material respects with all applicable federal, state and local laws, regulations and ordinances.

11.3 Non-Solicitation. Customer agrees that during the term of this Agreement, Customer will not, directly or indirectly, on its own behalf or on behalf of another person or entity, recruit, solicit, or induce or attempt to recruit, solicit or induce any employee of [REDACTED] with whom Customer or its employees, agents or subcontractors had contact during the course of [REDACTED] providing Services under this Agreement, to leave his or her employment with [REDACTED] to go to work, as an employee, consultant or independent contractor, for Customer or any affiliated entity of Customer.

11.4 Software License. Any Software or documentation provided to Customer under this Agreement may be licensed by [REDACTED] or by a third party. If licensed by [REDACTED], such Software or documentation is delivered under a nonexclusive, nontransferable right to use, only in connection with the Covered Hardware. Customer may not modify, reproduce, decompile, reverse engineer or transfer the Software or documentation without [REDACTED]'s prior written consent. If the Software is licensed by a third party, Customer's rights and responsibilities with respect to such Software or documentation shall be governed in accordance with the applicable software license.

11.5 LIMITATION OF LIABILITY.

Each Party shall indemnify and hold harmless the other Party against and in respect of any direct damages or costs incurred by the other Party and arising out of or relating to any material breach of this Agreement.

However, the liability of each Party opposites the other Party is excluded for any indirect, special, exemplary, punitive, consequential (including without limitation loss of profits or prospective profits, costs related to the purchase/rental of substitute equipment) damages whether grounded on breach of warranty, tort, strict liability, product liability, contract or other applicable law and regardless of the causes of such loss or damages.

In addition, each Party's aggregate liability under this Agreement shall be limited to the amount of 100 % of the price paid for the Services provided hereunder. However this limit shall not apply for claims for death or bodily injury caused by Services supplied under this Agreement and damages caused by gross negligence or willful misconduct of either Party, and shall apply only to the extent permitted by applicable law.

11.6 Governing Law And Forum.

1. This Agreement and all matters regarding their interpretation and/or enforcement shall be governed by [REDACTED] (State) laws.
2. Any and all claims, controversies or disputes, whether in contract or in tort, arising out of or related to this Agreement or the breach, termination or validity of any agreement related hereto or arising out of or related to the performance of the Services furnished (a "Dispute") shall be

resolved solely by arbitration in accordance with the Rules of the ICC. The arbitration shall take place in [REDACTED] (State), and be conducted in English. Each Party shall appoint one arbitrator with the two arbitrators thus appointed selecting a third arbitrator. The arbitrators shall be empowered to resolve all Disputes, whether in contract or in tort, and to award any remedies authorized by this Sourcing Contract and any applicable statute or common law, except that the arbitrators shall have no power or authority to award punitive damages. The arbitrators shall permit the Parties to conduct discovery of each other's books, records and witnesses, including the taking of depositions and the answering of interrogatories. Such discovery shall be limited only to the extent not reasonably calculated to lead to the discovery of admissible evidence. All arbitration proceedings, including all evidence and statements, shall be confidential and shall not be used or disclosed for any other purpose. Each Party shall pay its own attorneys' fees and expenses; all other expenses of arbitration shall be equally divided between the Parties, provided, however, the arbitrators shall have the authority to assess any of the foregoing costs against any Party acting in bad faith. The award of the arbitrators shall be the sole and exclusive remedy of the parties regarding any Disputes hereunder except that either Party shall have the right to appeal to a court of competent jurisdiction any errors of law. A judgment on the award may be entered in any court having jurisdiction thereof. The award shall be in Euros or U.S. dollars and shall earn interest from the date of the award until satisfied in full at the prime rate of the European or United States Central Bank prime interest rate as reported in Financial Times on the business day immediately preceding the date of the award. Should either Party bring any legal action against the other with respect to any claim required to be arbitrated under this Sourcing Contract by any method other than arbitration, the other Party shall be entitled to recover from such Party all damages, costs, expenses and attorneys' fees incurred as a result of such action.

3. Any action pursuant to section 2 above arising out of this Agreement must be commenced within one year after the cause of action has accrued.

11.7 No Agency. [REDACTED], in rendering the Services is acting solely as an independent contractor.

11.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties regarding the Purpose of this Agreement, and supersedes all other prior written and oral communications regarding this Agreement, and may not be altered, modified or amended except by a written amendment executed by both Parties.

The Agreement constitutes the entire understanding and agreement between the Parties to the Services, and supersedes all other prior written and oral communications, and may not be altered, modified or amended except by a written amendment executed by both Parties.

11.9 No Waiver. No waiver of any rights under this Agreement shall be binding on either Party or effective unless in writing and no such waiver shall constitute a subsequent waiver of the same or similar right under this Agreement. All rights and remedies are cumulative and (unless otherwise provided) are not exclusive of any rights or remedies provided by law.

11.10 Severability. If any provision of this Agreement is held or deemed to be invalid or unenforceable in any jurisdiction, or shall be changed following a decision by a national or international authority, the Parties shall endeavor to amend the provision so affected so as to make them valid and enforceable whilst reflecting as closely as possible the commercial purpose and intent of said provision. It is agreed that this invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement.

11.11 Survival. The obligations of both [REDACTED] and the Customer under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

11.12 Force Majeure. Should a Force Majeure Event make it impossible for either party to duly perform its contractual obligations, the Parties respective obligations shall first be suspended for the duration of said Force Majeure Event.

If the suspension lasts more than **ninety (90)** days, the Services affected by the Force Majeure Event may be terminated as of right by the Party whose obligations are not directly affected by the Force Majeure Event, with no damages being due by either Party, after written notification.

11.13 Counterparts. This Agreement may be executed in any number of counterparts, and by [REDACTED] and Customer in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same Agreement.

11.14 References; Captions. Whenever any reference is made in this Agreement to any section, exhibit, schedule or addendum, such reference shall mean the specified section of, or exhibit, schedule or addendum to, this Agreement. Each section, exhibit, schedule and addendum to this Agreement is hereby incorporated by reference and made a part hereof. The section headings and captions in this Agreement have been inserted for convenience of reference only, and shall not be construed to be a substantive part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

CUSTOMER:

[REDACTED]
By: (James Doe)
Name: (Jane Doe)
Title: (VP Marketing)
Date: (April 15, 2004)

[REDACTED]:

[REDACTED]
By: (Jessica Doe)
Name: (John Doe)
Title: (VP SALES)
Date: (April 15, 2004)

SCHEDULE A STANDARD COVERED SERVICES

█ will provide the following Covered Services as set forth below through its services group during the Term of this Agreement:

1.0 TECHNICAL SUPPORT

█'s Covered Services include technical support 24 hours a day, seven days a week. Technical phone support is provided by █ technicians and engineers. Existing call tracking and management methodologies are utilized to handle each call as █ resolves the issue or answers questions related to the Covered Products. █ has developed specific call escalation procedures to ensure that timely responses are provided.

1.1 Escalation Severity Categories

█'s technical personnel will evaluate each reported technical problem and apply the following levels of problem severity when considering the appropriate technical response:

Urgent Priority: Prevents the operation of the entire system.

High Priority: Prevents operation of a significant portion of the system.

Medium Priority: Materially affects the operation of the system, but does not prevent the operation of a significant portion of the system.

Low Priority: Irritant only, does not materially affect the operation of the system.

1.2 Problem Escalation

█ typically responds to Customer-reported problems within the time frames specified below:

Problem Escalation/Response Time

Priority Category	Level 1	Level 2	Level 3
Urgent	1 hour	3 hours	8 hours
High	2 hour	6 hours	24 hours
Medium	8 hours	24 hours	72 hours
Low	12 hours	36 hours	As needed

The following Problem Escalation and Response Notes apply.

1. The hours above are Escalation times not resolution times.
2. Above stated hours are not cumulative (i.e., not inclusive of previous level response times).
3. The time interval begins when the Customer has contacted the █ Technical Support only after Customer has performed basic trouble diagnosis and attempted problem resolution.

4. First Level Technical Assistance involves assistance from [REDACTED] technical personnel with general knowledge of the Customer's network. Second Level Technical Assistance involves assistance from [REDACTED] technical personnel with product knowledge of the Customer's network and software. Third Level Technical Assistance involves assistance from [REDACTED] technical personnel with specialized knowledge of network and software.

2.0 SOFTWARE MAINTENANCE UPDATES

[REDACTED] shall notify Customer of all Maintenance and Enhancement Releases developed or provided by [REDACTED] to correct Covered Software defects or malfunctions related to the version which is being modified. Such notice shall describe the defects or malfunctions to be corrected and the criticality of each. [REDACTED] shall provide the Covered Software update electronically or via media with respect to Maintenance and Enhancement Releases to Customer. Customer shall install Maintenance and Enhancement Releases as provided by [REDACTED].

From time to time, Customer will be presented the opportunity to obtain a license for New Releases, at an additional cost. New Releases include additional software features and functionalities to provide new functionality or service levels to their customers. These New Releases are not included in Maintenance and Enhancement Releases and may require new or additional hardware. [REDACTED] will continue Software support during the Software Support Window. At such time that a new "X" level release is made available, any Customer that will be required to update their software to remain within the Software Support Window will be notified in sufficient time to allow a smooth transition. If the Customer elects not to upgrade their system and therefore, moves outside the Software Support Window, [REDACTED] may, at its discretion cancel any remaining term on the existing agreement, and refund on a pro-rata basis, any prepaid Covered Services fees yet unearned.

3.0 ON-LINE KNOWLEDGE BASE

Customer shall have access to [REDACTED]'s on-line knowledge base. This knowledge base is a collection of data that includes the latest in application and system design information intended to assist Customers in maintaining network performance and efficiency.

4.0 EXTENDED HARDWARE WARRANTY

The initial warranty period for all hardware is one year from shipment. Should a product fail during the warranty period, [REDACTED] will repair the unit or provide an equivalent replacement at our option per our normal warranty repair processes. Extended Hardware warranty is a key feature of the Covered Services.

5.0 ON-SITE SUPPORT

[REDACTED]'s Covered Services includes On-Site support for Urgent Priority issues for product detailed in Schedule B.2. Where appropriate, [REDACTED] will provide Customer with

on-site support for Covered Products shown in Schedule B.2 within Business Hours for Urgent Priority defects as defined in section 1.1 above.
Customer shall make requests for on-site support via the Technical Support Help-line.



SCHEDEULE B 1 COVERED PRODUCTS

Following are the Prisma IP™ Covered Products under the Standard Support Level Agreement:



(State/Country)					
M-Series Platform					
1002138	M-Series Chassis, Midplane, 48Vdc Power modules, Fan & Filter Trays, Europe, w/19" rack mounting kit	1	1	2	
754421	Front Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)	8	8	16	
754423	Rear Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)	8	8	16	
4002973	M-Series DC Filter Tray (Europe)	1	1	2	
Alimentation -48V					
754444	Power Shelf, 1200W, 3 slots, Vac to 48Vdc	1	1	2	
754445	Power Rectifier Module, 1200W, Vac to 48Vdc	2	2	4	
746754	Power Blank Module	1	1	2	
System Controller					
1002038	System Controller 2 (Syscon 2) card with 256MB memory	1	1	2	
Alarm Card & Utility Card					
746754	Alarm Card (M & C-series)	1	1	2	
RPR Switch Fabrics					
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring	2	2	4	
RPR Ring I/O Cards					
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)	2	2	4	
1002391	SFP, 1310nm SONET OC48 IR-1, 20km	2	2	4	
6984271	Atténuateur optique -10dB FC/PC m/f	4	4	8	
Subtending Ring Line & I/O Cards					
4002282	1Gbps Subtending Ring Line Card	1	1	2	

Return Material Authorization Procedure

4002283	1Gbps Subtending Ring I/O Card		1	1	2
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m		1	1	2
1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter		1	1	2
Ethernet Line Cards & I/O Cards					
1002144	Gigabit Ethernet (ES) card w/traffic shaping - 2		1	1	2
748664	Gigabit Ethernet Rear I/O card - 2 port		1	1	2
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m		2	2	4
Video Line Cards & I/O Cards					
748015	Video Data Processor Line Card - ASI		2	2	4
748002	ASI Input - 8 port		1	1	2
748004	ASI Output - 8 port		1	1	2
(State/Country)					
M-Series Platform					
1002138	M-Series Chassis, Midplane, 48Vdc Power modules, Fan & Filter Trays, Europe, w/19" rack mounting kit		1	1	2
754421	Front Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)		8	8	16
754423	Rear Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)		8	8	16
4002973	M-Series DC Filter Tray (Europe)		1	1	2
Alimentation -48V					
754444	Power Shelf, 1200W, 3 slots, Vac to 48Vdc		1	1	2
754445	Power Rectifier Module, 1200W, Vac to 48Vdc		2	2	4
754446	Power Blank Module		1	1	2
System Controller					
1002038	System Controller 2 (Syscon 2) card with 256MB memory		1	1	2
Alarm Card & Utility Card					
746754	Alarm Card (M & C-series)		1	1	2
RPR Switch Fabrics					
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring		2	2	4
RPR Ring I/O Cards					
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)		2	2	4
1002391	SFP, 1310nm SONET OC48 IR-1, 20km		2	2	4
6984271	Atténuateur optique -10dB FC/PC m/f		4	4	8
Subtending Ring Line & I/O Cards					
4002282	1Gbps Subtending Ring Line Card		1	1	2
4002283	1Gbps Subtending Ring I/O Card		1	1	2
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m		1	1	2

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1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter		1	1	2
Ethernet Line Cards & I/O Cards					
1002144	Gigabit Ethernet (ES) card w/traffic shaping - 2 port		1	1	2
748664	Gigabit Ethernet Rear I/O card - 2 port		1	1	2
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m		2	2	4
Video Line Cards & I/O Cards					
748015	Video Data Processor Line Card - ASI		2	2	4
748002	ASI Input - 8 port		1	1	2
748004	ASI Output - 8 port froid		1	1	2
	(State/Country)				
M-Series Platform					
1002138	M-Series Chassis, Midplane, 48Vdc Power modules, Fan & Filter Trays, Europe, w/19" rack mounting kit		1	1	2
754421	Front Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)		8	8	16
754423	Rear Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)		8	8	16
4002973	M-Series DC Filter Tray (Europe)		1	1	2
Alimentation -48V					
754444	Power Shelf, 1200W, 3 slots, Vac to 48Vdc		1	1	2
754445	Power Rectifier Module, 1200W, Vac to 48Vdc		2	2	4
754446	Power Blank Module		1	1	2
System Controller					
1002038	System Controller 2 (Syscon 2) card with 256MB memory		1	1	2
Alarm Card & Utility Card					
746754	Alarm Card (M & C-series)		1	1	2
RPR Switch Fabrics					
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring		2	2	4
RPR Ring I/O Cards					
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)		2	2	4
1002391	SFP, 1310nm SONET OC48 IR-1, 20km		2	2	4
6984271	Atténuateur optique -10dB FC/PC m/f		4	4	8
Subtending Ring Line & I/O Cards					
4002282	1Gbps Subtending Ring Line Card		1	1	2
4002283	1Gbps Subtending Ring I/O Card		1	1	2
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m		1	1	2
1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter		1	1	2

Return Material Authorization Procedure

1002144	Ethernet Line Cards & I/O Cards Gigabit Ethernet (ES) card w/traffic shaping - 2 port		1	1	2
748664	Gigabit Ethernet Rear I/O card - 2 port		1	1	2
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m		2	2	4
	Video Line Cards & I/O Cards				
748015	Video Data Processor Line Card - ASI		2	2	4
748002	ASI Input - 8 port		1	1	2
748004	ASI Output - 8 port		1	1	2
	(State/Country)				
	M-Series Platform				
1002138	M-Series Chassis, Midplane, 48Vdc Power modules, Fan & Filter Trays, Europe, w/19" rack mounting kit		1	1	2
754421	Front Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)		8	8	16
754423	Rear Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)		8	8	16
002973	M-Series DC Filter Tray (Europe)		1	1	2
	Alimentation -48V				
754444	Power Shelf, 1200W, 3 slots, Vac to 48Vdc		1	1	2
754445	Power Rectifier Module, 1200W, Vac to 48Vdc		2	2	4
754446	Power Blank Module		1	1	2
	System Controller				
1002038	System Controller 2 (Syscon 2) card with 256MB memory		1	1	2
	Alarm Card & Utility Card				
754	Alarm Card (M & C-series)		1	1	2
	RPR Switch Fabrics				
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring		2	2	4
	RPR Ring I/O Cards				
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)		2	2	4
1002391	SFP, 1310nm SONET OC48 IR-1, 20km		2	2	4
6984271	Atténuateur optique -10dB FC/PC m/f		4	4	8
	Subtending Ring Line & I/O Cards				
4002282	1Gbps Subtending Ring Line Card		1	1	2
4002283	1Gbps Subtending Ring I/O Card		1	1	2
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m		1	1	2
1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter		1	1	2
	Ethernet Line Cards & I/O Cards				

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1002144	Gigabit Ethernet (ES) card w/traffic shaping - 2 port		1	1	2
748664	Gigabit Ethernet Rear I/O card - 2 port		1	1	2
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m		2	2	4
Video Line Cards & I/O Cards					
748015	Video Data Processor Line Card - ASI		2	2	4
748002	ASI Input - 8 port		1	1	2
748004	ASI Output - 8 port		1	1	2

Bordereau de prix (Maintenance Spares) 2)

Numéro d'Article	Nomenclature (State/Country)	Description	Qté
M-Series Platform			
754445	Power Rectifier Module, 1200W, Vac to 48Vdc		
System Controller			
1002038	System Controller 2 (Syscon 2) card with 256MB memory		
Alarm Card & Utility Card			
746754	Alarm Card (M & C-series)		
RPR Switch Fabrics			
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring		
RPR Ring I/O Cards			
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)		
1002391	SFP, 1310nm SONET OC48 IR-1, 20km		
6984271	Atténuateur optique -10dB FC/PC m/f		
Subtending Ring Line & I/O Cards			
4002282	1Gbps Subtending Ring Line Card		
4002283	1Gbps Subtending Ring I/O Card		
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m		
1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter		
Ethernet Line Cards & I/O Cards			
1002144	Gigabit Ethernet (ES) card w/traffic shaping - 2 port * Dont une carte de spare à froid		
748664	Gigabit Ethernet Rear I/O card - 2 port * Dont une carte de spare à froid		
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m * Dont un spare à froid		
Video Line Cards & I/O Cards			

Return Material Authorization Procedure

748015	Video Data Processor Line Card - ASI
748002	ASI Input - 8 port
748004	ASI Output - 8 port
754445	Power Rectifier Module, 1200W, Vac to 48Vdc
1002038	<p>System Controller System Controller 2 (Syscon 2) card with 256MB memory</p>
746754	<p>Alarm Card & Utility Card Alarm Card (M & C-series)</p>
1002900	<p>RPR Switch Fabrics 20G RPR switch fabric (G2) for 1G or 2.5G RPR ring</p>
1002298	RPR Ring I/O Cards
1002391	RPR over SONET/SDH I/O Card (requires SFP optics)
6984271	SFP, 1310nm SONET OC48 IR-1, 20km Atténuateur optique -10dB FC/PC m/f
4002282	Subtending Ring Line & I/O Cards
4002283	1Gbps Subtending Ring Line Card
1003270	1Gbps Subtending Ring I/O Card
1002042	SFP 850nm, 1.25Gbps, Short Reach, 300m SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter
746791	Ethernet Line Cards & I/O Cards
746792	Ethernet 10/100BT card - 8 port
1002144	Ethernet 10/100BT I/O card - 8 port RJ45 Gigabit Ethernet (ES) card w/traffic shaping - 2 port
748664	Gigabit Ethernet Rear I/O card - 2 port
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m
748015	Video Line Cards & I/O Cards
748002	Video Data Processor Line Card - ASI
748004	ASI Input - 8 port
748004	ASI Output - 8 port
DOHA	
754445	M-Series Platform Power Rectifier Module, 1200W, Vac to 48Vdc
1002038	<p>System Controller System Controller 2 (Syscon 2) card with 256MB memory</p>
	Alarm Card & Utility Card

Return Material Authorization Procedure

746754	Alarm Card (M & C-series)
1002900	<p>RPR Switch Fabrics 20G RPR switch fabric (G2) for 1G or 2.5G RPR ring</p>
1002298	<p>RPR Ring I/O Cards RPR over SONET/SDH I/O Card (requires SFP optics)</p>
1002391	SFP, 1310nm SONET OC48 IR-1, 20km
6984271	Atténuateur optique -10dB FC/PC m/f
4002282	<p>Subtending Ring Line & I/O Cards 1Gbps Subtending Ring Line Card</p>
4002283	1Gbps Subtending Ring I/O Card
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m
1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter
746791	<p>Ethernet Line Cards & I/O Cards Ethernet 10/100BT card - 8 port</p>
746792	Ethernet 10/100BT I/O card - 8 port RJ45
1002144	Gigabit Ethernet (ES) card w/traffic shaping - 2 port
748664	Gigabit Ethernet Rear I/O card - 2 port
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m
748015	<p>Video Line Cards & I/O Cards Video Data Processor Line Card - ASI</p>
748002	ASI Input - 8 port
748004	ASI Output - 8 port
754445	<p>M-Series Platform Power Rectifier Module, 1200W, Vac to 48Vdc</p>
1002038	<p>System Controller System Controller 2 (Syscon 2) card with 256MB memory</p>
746754	<p>Alarm Card & Utility Card Alarm Card (M & C-series)</p>
1002900	<p>RPR Switch Fabrics 20G RPR switch fabric (G2) for 1G or 2.5G RPR ring</p>
1002298	<p>RPR Ring I/O Cards RPR over SONET/SDH I/O Card (requires SFP optics)</p>
1002391	SFP, 1310nm SONET OC48 IR-1, 20km
6984271	Atténuateur optique -10dB FC/PC m/f
	<p>Subtending Ring Line & I/O Cards</p>

Return Material Authorization Procedure

4002282	1Gbps Subtending Ring Line Card
4002283	1Gbps Subtending Ring I/O Card
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m
1002042	SFP, SRC Jumper Cable Assy, 3.125Gbps, 1meter
Ethernet Line Cards & I/O Cards	
746791	Ethernet 10/100BT card - 8 port
746792	Ethernet 10/100BT I/O card - 8 port RJ45
1002144	Gigabit Ethernet (ES) card w/traffic shaping - 2 port
748664	Gigabit Ethernet Rear I/O card - 2 port
748665	GbE I/O GBIC, 850nm, 1.25Gbps, Short Reach, 300m
Video Line Cards & I/O Cards	
748015	Video Data Processor Line Card - ASI
748002	ASI Input - 8 port
748004	ASI Output - 8 port

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1002140	C-Series Platform C-Series Chassis, Midplane, Fan Tray, International, w/19" rack mounting kit	1
746759	AC Power module (C-Series only)	2
System Controller		
1002038	System Controller 2 (Syscon 2) card with 256MB memory	1
Alarm Card & Utility Card		
746754	Alarm Card (M & C-series)	1
RPR Switch Fabrics		
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring	1
Subtending Ring Line & I/O Cards		
4002282	1Gbps Subtending Ring Line Card	2
4002283	1Gbps Subtending Ring I/O Card	2
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m	2
Building Globecast		
M-Series Platform		

Return Material Authorization Procedure

1002138	M-Series Chassis, Midplane, 48Vdc Power modules, Fan & Filter Trays, Europe, w/19" rack mounting kit	1
754421	Front Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)	10
754423	Rear Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)	10
4002973	M-Series DC Filter Tray (Europe)	1
Alimentation -48V		
754444	Power Shelf, 1200W, 3 slots, Vac to 48Vdc	1
754445	Power Rectifier Module, 1200W, Vac to 48Vdc	2
754446	Power Blank Module	1
System Controller		
1002038	System Controller 2 (Syscon 2) card with 256MB memory	2
Alarm Card & Utility Card		
746754	Alarm Card (M & C-series)	1
RPR Switch Fabrics		
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring	2
RPR Ring I/O Cards		
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)	1
1002391	SFP, 1310nm SONET OC48 IR-1, 20km	1
6984271	Atténuateur optique -10dB FC/PC m/f	2
Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI	2
748004	ASI Output - 8 port	2

Bordereau de prix (Spares)

746759	C-Series Platform AC Power module (C-Series only)	1
754445	Power Rectifier Module, 1200W, Vac to 48Vdc	1
1002038	System Controller 2 (Syscon 2) card with 256MB memory	1
746754	Alarm Card (M & C-series)	1

Return Material Authorization Procedure

	RPR Switch Fabrics	
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring	1
	RPR Ring I/O Cards	
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)	1
1002391	SFP, 1310nm SONET OC48 IR-1, 20km	1
	Video Line Cards & I/O Cards	
748015	Video Data Processor Line Card - ASI	1
748004	ASI Output - 8 port	1

Bordereau de prix

	C-Series Platform	
1002140	C-Series Chassis, Midplane, Fan Tray, International, w/19" rack mounting kit	1
746759	AC Power module (C-Series only)	2
	System Controller	
1002038	System Controller 2 (Syscon 2) card with 256MB memory	1
	Alarm Card & Utility Card	
746754	Alarm Card (M & C-series)	1
	RPR Switch Fabrics	
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring	1
	Subtending Ring Line & I/O Cards	
4002282	1Gbps Subtending Ring Line Card	2
4002283	1Gbps Subtending Ring I/O Card	2
1003270	SFP 850nm, 1.25Gbps, Short Reach, 300m	2
	Ethernet Line Cards & I/O Cards	
746791	Ethernet 10/100BT card - 8 port * Dont une carte de spare à froid	2
746792	Ethernet 10/100BT I/O card - 8 port RJ45 * Dont une carte de spare à froid	2
	M-Series Platform	
1002138	M-Series Chassis, Midplane, 48Vdc Power modules, Fan & Filter Trays, Europe, w/19" rack mounting kit	1
754421	Front Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)	10

Return Material

Authorization Procedure

754423	Rear Blank Card - Single Slot; One required in every empty chassis slot (M, C, or MicroNode)	10
4002973	M-Series DC Filter Tray (Europe)	1
Alimentation -48V		
754444	Power Shelf, 1200W, 3 slots, Vac to 48Vdc	1
754445	Power Rectifier Module, 1200W, Vac to 48Vdc	2
754446	Power Blank Module	1
System Controller		
1002038	System Controller 2 (Syscon 2) card with 256MB memory	2
Alarm Card & Utility Card		
746754	Alarm Card (M & C-series)	1
RPR Switch Fabrics		
1002900	20G RPR switch fabric (G2) for 1G or 2.5G RPR ring	2
RPR Ring I/O Cards		
1002298	RPR over SONET/SDH I/O Card (requires SFP optics)	1
1002391	SFP, 1310nm SONET OC48 IR-1, 20km	1
6984271	Atténuateur optique -10dB FC/PC m/f	2
Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI	2
748004	ASI Output - 8 port	2

Bordereau de prix

Spares)

746759	C-Series Platform AC Power module (C-Series only)	1
M-Series Platform		
754445	Power Rectifier Module, 1200W, Vac to 48Vdc	1
1002038	System Controller 2 (Syscon 2) card with 256MB memory	1
Alarm Card & Utility Card		
746754	Alarm Card (M & C-series)	1

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	RPR Switch Fabrics 20G RPR switch fabric (G2) for 1G or 2.5G RPR ring		1
1002900			
	RPR Ring I/O Cards RPR over SONET/SDH I/O Card (requires SFP optics) SFP, 1310nm SONET OC48 IR-1, 20km		1
1002298			1
1002391			1
	Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI		1
748004	ASI Output - 8 port		1

Bordereau de prix ([REDACTED] ASI)

	Video Line Cards & I/O Cards Video Data Processor Line Card - ASI		4
748015			
748002	ASI Input - 8 port		2
748004	ASI Output - 8 port		2
	Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI		4
748002	ASI Input - 8 port		2
748004	ASI Output - 8 port		2
	Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI		4
748002	ASI Input - 8 port		2
748004	ASI Output - 8 port		2
	Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI		4
748002	ASI Input - 8 port		2
748004	ASI Output - 8 port		2
	Video Line Cards & I/O Cards		
748015	Video Data Processor Line Card - ASI		4
748002	ASI Input - 8 port		2
748004	ASI Output - 8 port		2

Return Material Authorization Procedure

SCHEDULE B 2 COVERED PRODUCTS

The following list is the Additional NON-Prisma IP Covered Products under the Standard Support Level Agreement:

Material Number	Material Desc English	Quantity Ordered
4002020	PRISMA GBE SFP WDM 1310NM(UP TO 5KM)	3
4005585	ILYNX P BB 1V 4A DEC V2	14
4005587	ILYNX P BB 1V 4A ENC V2	14
4007876	D9655 IP Streamer with 8 ASI inputs	3
C9828005	KIT DECO F BL9TE6H ILYNX	2
C9828006	KIT DECO F BL6TE3H ILYNX	38
C9828018	KIT DECO B BL6TE3H ILYNX	38
V9521737	VENTURI PS II EU	10
V9524201	ILYNX RACK	6
V9524203	ILYNX PROC	6
V9524206	ILYNX P COMBI-CON POWER	12
V9524209	ILYNX O/E/LA STM1	26
V9524210	ILYNX BB 1V 4A DEC	14
V9524211	ILYNX BB 1V 4A ENC	14
V9524225	ILYNX PE STM1	26
V9524251	ILYNX P PROC	6
V9524288	ILYNX AGGREGATE ROUTER	10
V95295130047	ROSA/COPERNICUS SU3,0 DRIVER PACK 0047	1

Return Material Authorization Procedure

For clarification purposes, the following are the sales orders under which the above Covered Products appear. Specific details are available from these sales orders.

SCHEDULE B, continued
As of _____, 20____

Sales Order #	
	34628
	47253
	28474

Following are the covered sites under the Prisma IP™ Standard Support Level Agreement:

Site:	To be completed after installation
Site ID:	To be completed after installation
Address:	To be completed after installation

	Name	Phone	E-Mail
Primary Contact and Authorized Caller 1	To be completed by Customer	To be completed by Customer	To be completed by Customer
Authorized Caller 2	To be completed by Customer	To be completed by Customer	To be completed by Customer
Authorized Caller 3	To be completed by Customer	To be completed by Customer	To be completed by Customer

Approved by: _____ Date: _____

For: [CUSTOMER] _____

Approved By: _____ Date: _____

For: Scientific-Atlanta Europe N.V.

**Return Material
Authorization Procedure**

SCHEDULE C

Prices

1. Annual Fee. The Annual Fees for the Initial Period for the Covered Services for Covered product detailed in schedule B1 shall be as follows:

€ [REDACTED] (50,000) for the Initial Period based on Prisma IP Covered Product sales as of **15th July 2005**.

Annual Fees for the Covered Services for the Covered Products in the Initial Period is based upon [REDACTED] (ten) percent [REDACTED] (10%) of the selling price of the equipment.

The annual fee for subsequent years of support shall be based upon eight percent (8%) of the selling price of the Covered Products.

All purchase orders for additional Prisma IP equipment (including spares or equipment network expansions), as covered by Section 2.3 of the Agreement, shall be included in this Agreement at the annual rates provided above minus any prorated adjustments for partial year additions. Customer shall include a line item on each incremental purchase order for Prisma IP equipment at [REDACTED] (ten) percent [REDACTED] (10%) of the selling price of the equipment.

Prices for Additional Services. The prices for any Additional Services provided under the Agreement are at [REDACTED]'s

Standard Rates, including standard charges for travel expenses, time and materials.

2. Annual Fee. The Annual Fees for the Initial Period for the Covered Services for Covered Products detailed in schedule B2 shall be as follows:

€ [REDACTED] (30,000) for the Initial Period based on Covered Product sales as of **15th July 2005**.

Annual Fees for the Covered Services for the Covered Products is based upon [REDACTED] 12% percent of the selling price of the equipment.

The annual fee for subsequent years of support shall be based upon [REDACTED] thirteen percent (13%) of the selling price of the Covered Products.

All purchase orders for NON-Prisma IP additional equipment (including spares or equipment network expansions), as covered by Section 2.3 of the Agreement, shall be included in this Agreement at the annual rates provided above minus any prorated adjustments for partial year additions. Customer shall include a line item on each incremental purchase order for equipment at [REDACTED] (fifteen) percent [REDACTED] (15%) of the selling price of the equipment.

Prices for Additional Services. The prices for any Additional Services provided under the Agreement are at [REDACTED]'s Standard Rates, including standard charges for travel expenses, time and materials.

**Return Material
Authorization Procedure**

SCHEDULE D

**IF YOUR [REDACTED] PRODUCT NEEDS TO BE RETURNED FOR REPAIR, PLEASE USE
THE FOLLOWING PROCEDURE.**

1. To request a return materials authorization (RMA) number, contact the Customer Service Representative assigned to your account (see Attachment 1 for Customer Service Representative Contact information). When calling, please be prepared to provide the following information:
 - Your name, company, telephone and fax numbers and e-mail address;
 - Part and/or model number (if applicable) of the product to be returned;
 - Quantity of product to be returned;
 - Reason for product return and repair disposition authority.

Alternatively, you may complete the attached RMA fax request form and fax it to a Customer Service Representative, or e-mail your completed request form to: (elc.servicesciatl.com).

**Note: PLEASE DO NOT RETURN ANY POWER CORDS, ACCESSORY CABLES OR OTHER
ACCESSORY PRODUCTS. Instructions for ordering replacement power cords, accessory cables
or other accessories can be provided by a Customer Service Representative.**

2. A purchase order number or advance payment to cover estimated charges will be requested at the time a Customer Service Representative issues an RMA number. For credit card or cash in advance customers, a proforma invoice will be sent to you upon completion of product repair listing all charges incurred.

Note: In-Warranty product can incur costs through damage, misuse, cosmetic or no problem found.

3. Once an RMA number has been issued, a confirmation e-mail or fax will be sent to you detailing the RMA number, product and product quantities authorized for return, together with shipping address details and RMA terms and conditions. All product returned to [REDACTED] should be marked to the attention of Factory Service and sent to the address provided by the Customer Service Representative in the confirmation e-mail or fax. For both in-warranty and out-of-warranty repairs, you are responsible for paying your outbound freight expense, any applicable import and/or export duties and taxes. [REDACTED] will pay the return freight expense for in-warranty repairs.

4. Product returned for repair, both in-warranty and out-of-warranty, should have a tag attached to the product detailing the failure mode. A supply of tags can be obtained free of charge by calling a Customer Service Representative. A listing of the part numbers for such tags is set forth in Attachment 1.

5. It is preferable that the original packing, including any anti-static and foam wrapping be used on all returned product. Should the original product packing not be available, then adequate packing should be used taking into account the method of shipment of the returned product. You are responsible for delivering the returned product to [REDACTED] safely and undamaged.

6. The RMA number should be clearly marked on all returned product, boxes, packages and accompanying paperwork. RMA's received by the Factory Service receiving department that are not clearly marked may experience delays in the processing of RMA requests.

7. International shipments should be consigned to [REDACTED], Inc. with the notified party on the Airway Bill stated as "Expeditors International for Customs Clearance".

8. On receipt of product returned under an RMA number, a Receipt Notification e-mail or fax will be sent to you by Repair Receiving confirming receipt of product and quantities received. Please check the Receipt Notification to assure the product and quantity of product received by [REDACTED] matches what you shipped.

9. RMA numbers are only valid for sixty (60) days. RMA numbers older than sixty (60) days need to be revalidated by calling a Customer Service Representative before product is returned. Failure to comply with the above may delay the processing of your RMA request.

Please help us to process your repairs/claims as quickly as possible by following the above procedure.

**Return Material
Authorization Procedure**

CUSTOMER SERVICE REPRESENTATIVE CONTACT INFORMATION

NORTH AMERICA

Toll-Free:	[REDACTED]	[REDACTED]
Telephone:	[REDACTED]	[REDACTED]
Facsimile:	[REDACTED]	[REDACTED]
E-mail:	[REDACTED]	[REDACTED]

EUROPE, MIDDLE EAST AND AFRICA

Telephone:	[REDACTED]	[REDACTED]
Facsimile:	[REDACTED]	[REDACTED]
E-mail:	[REDACTED]	[REDACTED]

ASIA PACIFIC REGION

China (mainland) Telephone: Facsimile: E-mail:	[REDACTED]	Japan Telephone: Facsimile: E-mail:	[REDACTED]
Korea Telephone: Facsimile: E-mail:	[REDACTED]	All other Asia Pacific countries: Telephone: Facsimile: E-mail:	[REDACTED]

LATIN AMERICA

Brazil Telephone: Facsimile: E-mail:	[REDACTED]	Caribbean, Central America and Mexico Telephone: Facsimile: E-mail:	[REDACTED]
All other Latin America countries Telephone: Facsimile: E-mail:	[REDACTED]		

PART NUMBERS FOR TAGS TO BE USED ON RMA PRODUCT RETURNS

Digital headend repair tag - [REDACTED]	[REDACTED]	Explorer® set-top repair tag - [REDACTED]	[REDACTED]
Transmission products repair tag - [REDACTED]	[REDACTED]	WebSTAR™ cable modem repair tag - [REDACTED]	[REDACTED]

Return Material Authorization Procedure

S-A SERVICE & SUPPORT

Your Account Information		
Bill To:	Company Name	Account #
	Street Address	
	City, State, Zip Code, Country	
	Contact	
	Phone	
	Fax	
	E-mail address	
Ship To:	Company Name	6-digit ID #
	Street Address	
	City, State, Zip Code, Country	
	Contact	
	Phone	
	Fax	
	E-mail address	

Purchase Order, Warranty and General Instructions		
Your PO# for Repair <small>Authorized by (if no PO provided)</small> <small>Original PO number(s) under which the Unit(s) were shipped, if possible</small>		
	Method of Payment	
	Service Contract if Any	

Item #	Qty	Model/Part No.	Serial No (if applicable)	Symptom or Problem
1				
2				
3				
4				
5				
6				

Your Special Instructions		

IMPORTANT NOTICE: By submitting the product described above to S-A for repair, Customer acknowledges and agrees that it shall pay the amount charged by S-A for the repairs immediately upon receipt of written notice (or pro-forma invoice) from S-A setting forth the date of completion of repairs and the total amount due. If the amount due remains unpaid ninety (90) days after delivery of such written notice to Customer, S-A at its option, shall have the right to retain the product or dispose of such product. S-A may retain the proceeds of any sale of product as payment for the costs associated with the repair and disposition of the product plus reasonable costs of storing the product ("Costs"). By submitting the product to S-A, Customer further agrees that it waives any obligation of S-A to take any actions, other than those actions set forth herein, prior to retaining or disposing of the product. Upon the written request of Customer, S-A will submit to the Customer any amount obtained from the disposition of the product in excess of the Costs.

**Return Material
Authorization Procedure**

[REDACTED]

SCHEDULE D

Additional Services

1. [REDACTED] Product Training:

It is highly recommended that Customers purchasing a support level agreement should purchase the appropriate Customer Training Course. Customer calls for technical support are restricted to calls from the Customer's Covered Product certified personnel or an equivalent level of knowledge via other means. The Prisma IPTM Standard Support Level Agreement is not a substitute for Customer training.