Lucent Technologies
Bell Labs Innovations



Lucent 5ESS® Switch Solutions
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5ESS® SWITCH
GLOBAL WARRANTY POLICY

Warranty Policy

This document defines the Global Warranty Policy for the 5ESS® Product Family. This document updates the 5ESS® Switch Global Warranty Policy and replaces all previous issues.

This document is for planning purposes only and does not modify or supplement official specifications or warranties relating to Lucent or 3rd party supplier products or services. For information on warranty agreements with Lucent, refer to the customer's sales agreement. Unless this document is specifically referenced in an agreement with the customer and incorporated therein, it shall not constitute a part of the agreement nor be used in the construction or interpretation thereof.

Warranty Coverage

Two types of warranty for the Lucent 5ESS® Switch products are:

(1) Hardware Warranty
(2) Software Warranty

Lucent warrants to the original customer only:

(1) Hardware manufactured by Lucent or purchased by Lucent pursuant to its procurement specifications will be free from defects in material and workmanship and will conform to the Lucent specifications for such products;
(2) Software developed by Lucent will be free from those defects, which materially affect performance in accordance with Lucent specifications.

Warranty does not include any technical support services, e.g. Remote Technical Support, On-Site Support, or Enhanced Technical Services.

Warranty Start and Length

Standard warranty lengths for 5ESS® Switch products are:

- Hardware warranty —12 months from the date of shipment, unless Lucent installs, in which case the Warranty Period begins on the earlier of:
  (1) the date Lucent completes installation or
  (2) the 31st day after delivery, if Customer schedules or delays installation by more than 30 days after delivery ("deemed installation completion").

- Software warranty—90 days from the date of:
  (1) installation complete of a new office or a retrofit of an office to the Standard rated generic or the Limited Availability (LA) rated generic, and
  (2) License To Use software features on the Standard rated generic or the LA rated generic.

The hardware and software warranties are described in more detail in the Attachments 1 and 2 and summarized in Attachment 4.

Vendor Items

With respect to hardware or software furnished by Lucent but not manufactured by Lucent, Lucent assigns to the customer the warranties given to Lucent by the vendor(s).

Warranty Registration

Hardware and software warranty will be automatically registered in Lucent's warranty and services entitlement management system.

Attachments:
Attachment 1 - Software Warranty
Attachment 2 - Hardware Warranty
Attachment 3 - Related Information
Attachment 4 - Warranty Summary Tables
Attachment 5 – Definitions

Attachment 1: SOFTWARE WARRANTY

Software Warranty Scope

Lucent warrants to the customer only that software developed by Lucent will be free from those defects, which materially affect performance in accordance with Lucent specifications. With respect to software furnished by Lucent but not developed by Lucent, Lucent assigns to customer the warranties given to Lucent by its vendor(s).

If, under normal and proper use, a defect or non-conformity appears in warranted software during the applicable warranty period and customer promptly notifies Lucent in writing of such defect or non-conformance, and follows Lucent's instructions regarding return of such defective or non-conforming Software, then Lucent will, at no charge to customer, either (1) repair, replace or correct the same or (2) if Lucent determines that it is unable or impractical to repair, replace or correct the Software, provide a refund or credit not to exceed the original purchase price or license fee. Lucent does not warrant that the operation of a release will run uninterrupted or error-free.

Any defect must be demonstrated by the customer and verified by Lucent. Lucent reserves the right to make the final determination of the severity level of any defect. Availability of all software services and support is contingent upon the age and lifecycle rating of the software release.

Software warranty applies to the licensed software for;

(1) new 5ESS® Switch starts and 5ESS® Switch retrofits to the Standard rated release or to the Limited Availability (LA) rated release and
(2) new 5ESS® Software features licensed on the Standard rated release or on the LA rated release.

Software warranty entitlements are based on the lifecycle rating of the generic software release.

(1) “Initial Warranty” applies to new 5ESS® Switch starts and 5ESS® Switch retrofits to the Standard rated 5ESS® Software release. Initial Warranty includes remedies for Severity Level 1 through Severity Level 4 defects.

(2) “Base Warranty” applies to retrofits to LA rated 5ESS® Software release and features licensed to use on both the Standard rated release or the LA rated release. Base Warranty includes remedies for Severity Level 1 through Severity Level 4 defects on the Standard rated release and remedies for defects for Severity Level 1 defects on the LA rated release.

Attachment 1: SOFTWARE WARRANTY—continued

(3) No warranty is applied to retrofits to Discontinued Availability (DA) rated or Terminated rated 5ESS® Software releases and no warranty is applied to 5ESS® Software features licensed on the DA rated or Terminated rated releases.

The following chart summarizes warranty entitlements based on generic lifecycle rating.

Generic Lifecycle Rating	New Generic or Retrofit	License to Use Feature
Standard	**Initial Warranty**	**Base Warranty**
LA	**Base Warranty**	**Base Warranty**
DA	**NA**	**No Warranty**
Terminated	**NA**	**No Warranty**

If a customer replaces the software release by a more recent release of software, any remaining warranty on the earlier release ceases and the warranty for the more recent release becomes effective.

Lucent grants a software license to the customer for the software to be used in a designated processor. The software is only warranted to the original purchaser, and cannot be transferred or passed to another party if the processor is sold or otherwise transferred to another party.

Software Warranty Period and Start

Warranty period is the applicable period of time that software is warranted. The 5ESS® software warranty period is 90 days. The software warranty period begins on the date of shipment or date of license to use, unless Lucent installs, in which case the warranty period begins on the earlier of;

(1) the date Lucent completes installation or

Attachment 1: SOFTWARE WARRANTY—continued

(2) the 31st day after delivery, if customer schedules or delays installation by more than 30 days after delivery ("deemed installation completion").

In no case shall a warranty period commence later than the date customer first puts the Software into use other than solely for testing, whether or not revenue is generated.

Software Warranty Exclusions

During the software warranty period, some defective conditions or non-conformities are not covered under the software warranty. While these conditions may exist, the cause is not due to a defect. These situations are known as exclusions, and any service provided by Lucent to identify or resolve a situation caused by an exclusion will be billed to the customer.

Some common exclusions are as follows:

- Acts of God, such as lightning, fire, flood, etc.
- Actions of third parties or other events outside of Lucent's control such as war, sabotage, or other abuse of the equipment.
- Use of software not in accordance with Lucent's or Lucent vendor's specifications, operating instructions, or license.
- Use of software with incompatible and/or unauthorized hardware or software.
- Customer's modifications, misuse, neglect, accident or abuse; improper wiring, repairing, splicing, alteration, installation, storage or maintenance not performed by Lucent or Lucent authorized agents.
- Causes external to software such as failure to provide suitable operating environment.
- Services in connection with relocation of the software by other than Lucent or Lucent authorized agents.
- Failure of customer to apply previously available remedy for defects offered by Lucent.
- Customer's database errors.

Attachment 1: SOFTWARE WARRANTY—continued

Entitlements Included with Software Warranty

During the warranty period support for Lucent 5ESS® Switch software includes warranty entitlements. These warranty entitlements will be provided as part of the license to use the software. A description of these entitlements follows:

Remedies for Defects: Warranty includes furnishing remedy for defects (a software modification or "fix") for software that is not materially compliant with product specifications. If a software modification is not appropriate, a workaround may be developed to remedy the defect. Software modifications and workarounds are available in accordance with the applicable Lucent Software Support Policy, which is based on the lifecycle rating of the software generic release.

Problem Reporting: Defects may be reported electronically during the warranty period.

Problem Solving Status: Warranty includes access to status updates for customers' previously reported defects.

Availability of all software services and support is contingent upon the age and lifecycle rating of the software release.

Attachment 2: HARDWARE WARRANTY

Hardware Warranty Scope

Lucent warrants to the original customer only that hardware manufactured by Lucent will be free from defects in material and/or workmanship and will conform to the specifications for such hardware. With respect to hardware furnished by Lucent but not manufactured by Lucent or not manufactured pursuant to a Lucent procurement specification, Lucent assigns to the customer the warranties given to Lucent by the vendors of such items.

If, under normal and proper use, a defect or non-conformity appears in warranted hardware during the applicable warranty period and the customer promptly notifies Lucent in writing of such defect or non-conformance, and follows Lucent's instructions regarding return of such defective or non-conforming product, then Lucent will, at no charge to customer, either (1) repair, replace or correct the same at its manufacturing or repair facility, or, at Lucent's option, at the customer's facility, or (2) if Lucent determines that it is unable or impractical to repair, replace or correct the product, Lucent will provide a refund or credit not to exceed the original purchase price.

New hardware added to an existing Lucent 5ESS® Switch product will carry a warranty on the new hardware items only; such growth does not trigger a total system rejuvenation of the hardware warranty. New software added to an existing Lucent 5ESS® Switch Product does not trigger a total system rejuvenation of the hardware warranty.

Lucent ' 5ESS® Switch hardware is only warranted to the original purchaser, and cannot be transferred or passed to another party if the hardware is sold or otherwise transferred to another party.

If Lucent determines that a product for which warranty service is claimed is not defective or is in conformance, the customer pays Lucent costs of handling, inspection, testing, and return transportation and, if applicable, traveling and related expenses.

The hardware warranty provides repair or replacement of the defective or non-conforming product. New, re-manufactured, reconditioned, refurbished, or functionally equivalent products may be used in the furnishing of repairs or replacements.

Attachment 2: HARDWARE WARRANTY—continued

Hardware Warranty Period and Start

The hardware warranty for Lucent 5ESS® Switch manufactured hardware and firmware media (including those products purchased by Lucent pursuant to a Lucent procurement specification) is remedies for defects for a 12-month period. Lucent will repair or replace defective hardware at one of its authorized repair centers, or, at Lucent's option, at the customer's facility.

Warranty period is the applicable period of time that hardware is warranted. The 5ESS® hardware warranty period is 12 months. The hardware warranty period begins on the date of shipment, unless Lucent installs, in which case the warranty period begins on the earlier of;

(1) the date Lucent completes installation or
(2) the 31st day after delivery, if customer schedules or delays installation by more than 30 days after delivery ("deemed installation completion").

In no case shall a warranty period commence later than the date customer first puts the hardware into use other than solely for testing, whether or not revenue is generated.

The warranty period for repaired Lucent hardware will be the remainder of the original hardware warranty period or 6 months after the repair date, whichever is longer.

Commercially available hardware (3rd party hardware) is warranted to be free from defects in material and workmanship for the warranty period given to Lucent by the supplier.

Hardware Warranty Exclusions

As in the software warranty, there are situations where the hardware warranty does not apply. Lucent makes no warranty with respect to defective conditions or non-conformities resulting from the following:

- Acts of God, such as lightning, fire, flood, etc.
- Acts of war, sabotage, vandalism or other incidents beyond Lucent's control
- Customer modifications
- Misuse, neglect, accident or abuse
- Improper wiring, repairing, splicing, alteration, installation, storage, or maintenance

Attachment 2: HARDWARE WARRANTY—continued

- Use in a manner not in accordance with Lucent ' or a vendor's specifications or operating instructions
- Failure of the customer to apply previously applicable Lucent modifications and corrections
- Products which have had their serial numbers or month and year of manufacture removed or altered
- Expendable items, including but not limited to; fuses, light bulbs, motor brushes, and the like.
- Items not manufactured by Lucent or purchased by Lucent pursuant to its procurement specifications.

Attachment 3: RELATED INFORMATION

For more information on the Lucent Software Support Policy, refer to:

- Lucent web page,
- Your Account Executive for Switch Products.

For information on Lucent's other support services, refer to:

- Lucent Services Market Manager, or
- Your Lucent Technical Assistance Center or Local Customer Support Contact

Attachment 4: WARRANTY SUMMARY TABLES

Software Warranty Type	Period	Applies To	Start	Scope of Defects Addressed
Initial Warranty	**90 days**	• **New Office** • **Retrofit to Standard rated generic**	**Notice of installation complete or deemed installation completion**	**Updates that include: Remedies for Severity Levels 1 through 4 defects.**
Base Warranty	**90 days**	• **Feature License to Use** • **Retrofit to LA rated generic**	• **Feature License to Use – date of license to use software.** • **Retrofit to LA generic - notice of installation completion or deemed installation completion.**	**Updates that include:** • **Remedies for Severity Levels 1 through 4 defects related to a Feature for Feature License to Use on Standard rated generic.** • **Remedies for Severity Levels 1 defects related to the Feature for Feature License to Use on Limited Availability rated generic.** • **Remedy for Severity Level 1 defects for Retrofit to Limited Availability rated generic.**
3rd Party	**Pass-through**	**Commercially available software not manufactured by Lucent but used in conjunction with Lucent hardware and software.**	**Date of license to use software.**	**Remedy for defects provided to Lucent by its supplier, if assignable.**

Attachment 4: WARRANTY SUMMARY TABLES—continued

Hardware Warranty Type	Period	Applies to	Start
Lucent manufactured hardware and hardware manufactured pursuant to a Lucent procurement specification.	**12 Months**	• **Lucent installed hardware.** • **Lucent furnish only hardware.**	• **Notice of installation completion or deemed installation completion** • **Ship Date**
3rd Party hardware used in conjunction with Lucent 5ESS® Switch product	**Pass-through**	**Commercially available equipment not manufactured pursuant to Lucent specification but used in conjunction with the 5ESS® Switch hardware.**	**By its supplier, if assignable.**
Lucent repaired hardware	**Remainder of warranty period or 6 months (whichever is longer)**	**Lucent repaired hardware.**	**Ship date of repaired hardware.**

Attachment 5

Definitions

Feature License To Use: Feature License To Use is granted when Lucent provides the Right To Use (RTU) the software on the designated switch. Software features are warranted for a 90-day period, which begins on the day Lucent provides the customer the License To Use the software; for example, when Lucent provides an “electronic key” to activate the feature(s).

Software Support Policy (SSP): A policy that defines the lifecycle of each software release and support services provided during each phase of the lifecycle. There are 2 SSPs: one for the North American Region (NAR) and one for the non-NAR International Regions. The latest versions of these documents are available at the Lucent website, http://www.lucent.com/.