

END USER INSTANT BANDWIDTH PROGRAM TERMS

1. Program Summary. The Instant Bandwidth Program (“Program”) enables Infinera Resellers to pre-deploy 500Gbps for CX Products, or 1200 Gbps for CX2 Products, of bandwidth on a network link and then provision bandwidth in 100G increments as needed through the purchase of licenses for its End User. The Infinera specific Products and line modules eligible for this program are (i) the XT-500B and the CX-xxxE-500SB/CX-100E-500FB (“CX”) Products, (ii) the CX-100E-1200FB-Cn (“CX2”) Products, and (iii) the AOLx, AOLx2 and AOFx line modules (“AOxy[2]-500B” and together with CX and CX2 the “IB Products”).

The first 100G of capacity for a CX and AOxy[2]-500B, or 200G of capacity for a CX2, is included with the purchase of a pair of IB Products for a network link (“IB Link”) without a need to purchase a separate license. Bandwidth beyond 100G requires the purchase and issuance of a license (“IB License”), which entitles an End User to turn up 100G of incremental bandwidth on the IB Link. The IB License is offered on a perpetual basis or for a specific period of time, a “time-based” IB License.

2. Program Requirements: To participate in the Program Reseller agrees:

- a. To use a compatible version of Infinera Digital Network Administrator (DNA) to manage the network. This is not required for the CX or CX2, for which the Infinera License Manager (ILM) can be used in place of DNA.
- b. That it will not turn up additional capacity on an IB Link using a competitor’s product until it has exhausted the capacity on the IB Link as indicated through the purchase of IB Licenses.
- c. That, within twelve (12) months from the date of shipment of IB Products, the End User is required to purchase an IB License for an additional 100G for CX Products or AOxy[2]-500B, or an additional 300G for CX2 Products, of incremental bandwidth in each Instant Bandwidth IB Product purchased. If such License has not been purchased at the end of twelve (12) months, Infinera will deliver such IB License and invoice Reseller for such License. Such invoiced amount is due and payable per the payment terms set forth in the Agreement.

3. Instant Bandwidth Equipment. The AOxy[2]-500B line modules along with the family of service interface modules (“TIM-xB”) on the DTN-X platform provide optical interfaces to the fiber transmission medium. The TIM-xB may only be ordered and used with AOxy[2]-500B hardware.

4. Instant Bandwidth Licenses. IB Licenses are used to enable incremental bandwidth, working or protection/restoration, on IB Products. The IB Licenses represent a permanent or temporary right-to-use for incremental bandwidth on IB Products and are specific to the Instant Bandwidth hardware type. IB Licenses will enable incremental 100G of line-side bandwidth and are issued to Reseller electronically, for delivery to the specific End User, with unique serial numbers for tracking purposes. Activation and use of bandwidth is restricted until the IB License is activated on the IB Product.

- a. **Time-Based IB Licenses.** Time-based IB Licenses provide bandwidth on a monthly basis, and the monthly license fee is equal to ten percent (10%) of the IB License price set forth in the Partner Portal or in a written quotation or exhibit issued by Infinera. The minimum period of a time-based IB License is two (2) months, and the time-based IB License option is not available for the CX and CX2 Product.
- b. **IB Credit Pool.** From time to time Reseller and Infinera may agree and allow Reseller to create a pool of IB Licenses ready to use by Reseller on credit (“IB Credit Pool”). IB Licenses used out of the IB Credit Pool will be invoiced and the IB Credit Pool will be replenished by Infinera with new IB Licenses on a monthly basis. Reseller will be charged as per the approved price of the respective PONs used from the IB License Credit Pool. Infinera’s Services team will validate and audit the use of IB Licenses and the IB Credit Pool to confirm billing accuracy. The IB Credit Pool option is not available for the CX and CX2 Product.

5. Right to Audit & Program Breach. Reseller agrees to allow Infinera to perform periodic network audits to confirm Reseller's compliance with the Program and the IB License terms. Therefore the Parties agree that, upon thirty (30) days' written notice, Infinera may audit Reseller's network to confirm that Reseller's End User is using the IB Products in conformance with the IB License(s) and the terms of the Agreement ("Audit"). Under the Audit, Reseller agrees to permit Infinera access to Reseller's DNA database(s), at Reseller's option, through either (i) Reseller sending the database(s) to Infinera or (ii) Infinera retrieving the database(s) via remote login. If DNA is not available for the installed Instant Bandwidth CX or CX2 hardware, an alternative mechanism to obtain the CX or CX2 configuration database will be made available.

Upon successful retrieval of the network database(s), subject to all confidentiality obligations, Infinera will determine whether any usage anomalies are detected. The first time it is determined that Reseller is not in compliance with the terms of the Program or has used functionality for which it has not purchased an IB License ("Program Breach"), Infinera shall meet with Reseller to resolve any anomalies in good faith, and Reseller agrees to purchase any additional IB Licenses necessary for Program compliance.

In the event of repeated Program Breaches, the Parties agree that Infinera may invoice Reseller and Reseller will immediately purchase all of the Licenses necessary to fully fill the remainder of the line modules on the breaching Link.

Infinera reserves the right to amend or discontinue the Program at any time in the future.

6. IQNOS, IQC and DNA Upgrade Obligation. IQNOS, IQC and DNA software is used to manage the use and management of IB Licenses on IB Products and nodes. Reseller agrees to require the End User to upgrade to newer versions of software to avail itself of feature functionality that may be available as part of future software releases. Upon software availability, Reseller and Infinera shall meet and agree upon a reasonable timeframe after which Reseller shall require the End User to upgrade its network to operate the newer version of software. The frequency of such a software upgrade is not expected to be more than once every 12 months.

7. IB Link. An IB Link is defined as a connection path enabling optical transport between two network sites where the optical transport signal is terminated at both ends of the IB Link with IB Products providing conversion of the optical transport signal to the electrical domain. At least one of the line modules in this Link is an Instant Bandwidth line module. The IB Link may contain one or more optical modules of other types in the path that do not provide any conversion of the optical signal to the electrical domain.

Reseller shall require the End User to purchase IB Licenses to fill capacity on the IB Products terminating the IB Link prior to purchase of additional IB Products for the same IB Link. Thus full IB License activation shall be undertaken on IB Products before additional IB Products are deployed on the same IB Link.

IB Link termination sites may be permitted to have more than one incompletely filled (less than full capacity activated) line modules under the following conditions –

- a. The available IB Link is comprised of Instant Bandwidth hardware module(s) that are functionally inappropriate for the service or application envisioned (for example: needing greater switching directions via a different Instant Bandwidth hardware module type)
- b. There are node configuration restrictions, such as available slots, that may require additional chassis to be used for IB Link bandwidth growth.