

## TECHNICAL SUPPORT AND SERVICES FOR CLASSIC CORIANT PRODUCTS

### PART 1 - DEPLOYMENT AND PROFESSIONAL SERVICES FULFILLMENT

#### SECTION 1. DEFINITIONS.

- 1.1. “Infinera/Reseller Proposal” means a detailed proposal (including pricing) and statement of work prepared by Infinera for Infinera’s performance of the requested Deployment Services on Reseller’s behalf.
- 1.2. “Deployment Services” means services related to deploying a Product in End User’s Network, including but not limited to development of detailed installation specification documents unique to a specific End User or location, project management, physical installation of Product, testing and commissioning.
- 1.3. “Classic Coriant Products” mean the following product references: 6300 series (MSPP), hiT 7020 (MSPP), hiT 7025 (MSPP), hiT 7030 (MSPP), hiT 7035 (MSPP), hiT 7060 (MSPP), hiT 7065 (MSPP), hiT 7080 (MSPP), hiT 7500 (POTS), 7090 series (POTS), 8100 series (Edge Routing), 8600 series (Edge Routing), 7610 (Encryption), Groove G30 (Data Center Interconnect), 5xxx series (DCS), DNX xx series (DCS), SPS-1000 (DCS), 3 years SN 9000 (MSPP), SN 16000 (DCS), iT 7300 series (POTS), mTera (POTS), 7100 series (POTS), 8800 series (Edge Routing)
- 1.4. “Furnish Installation Materials” means ancillary materials that are required to physically install a Product.
- 1.5. “Professional Services” means services related to performing specialized services which requires in-depth knowledge and skills of Classic Coriant Products such as Network Architecture and Design, Network Planning and Optimization, Network Audit, Network Integration Services, Network Modernization & Migration Services, Network Upgrade Services, Spares Consulting and Network Management System Services.
- 1.6. “Reseller/End User Proposal” means a detailed proposal (including pricing) and statement of work prepared by Reseller for its End User for the requested Deployment Services.

#### SECTION 2. PURPOSE AND INTENT.

- 2.1. The purpose of this Exhibit is to set forth the process for fulfilling End User requests for Deployment Services and /or Professional Services, where Reseller will perform some or all of those Deployment Services and/or Professional Services.
- 2.2. To the extent that Reseller performs Deployment Services, Reseller agrees to the following:
  - (a) Reseller’s performance of Deployment Services shall conform with Infinera’s Classic Coriant Product Program Deployment Guidelines.
  - (b) Reseller’s performance of Professional Services shall conform with the following guidelines: Professional Services core services (which include INM service)s will be done by or strictly supervised by Infinera Professional Services personnel until such time when any third party resource, partner or subcontractor has been trained, certified and then vetted by Infinera Professional Services personnel to perform said services.
  - (c) Reseller will use commercially reasonable efforts to procure all required Furnish Installation Materials from a local source. Furnish Installation Materials not procured locally may be purchased from Infinera.
  - (d) Reseller will participate in regularly scheduled operations review meetings with Infinera, at which time Reseller’s Deployment Services delivery capabilities and performance will be reviewed in accordance with the Classic Coriant Product Program Deployment Guidelines attached as Schedule 1 to this Part 1. Reseller and Infinera will jointly develop ongoing action plans as necessary, which may include training and other developmental goals.
  - (e) The following services are required to be purchased from Infinera and will conform to the criteria listed below:
    - 7100 Acceptance Testing

- 7300 Acceptance Testing and Transmission Planning

Others to be mutually agreed on project-specific basis.

- 2.3. To the extent that Reseller chooses, at its discretion, to purchase Deployment Services from Infinera, such Deployment Services shall be performed by Infinera on Reseller's behalf and the Parties shall comply with the requirements and procedures set forth in Sections 3, 4 and 5 below.

**SECTION 3. RESPONSIBILITIES OF THE PARTIES.** The following requirements and procedures shall apply to any purchase of Deployment Services from Infinera by Reseller.

- 3.1. Reseller acknowledges that all Deployment and Professional Services to be performed by Infinera are fee-based and require the delivery of an Infinera/Reseller Proposal to, and the issuance of a purchase order by, Reseller before such Deployment Services shall be scheduled.
- 3.2. Reseller will arrange for a review with Infinera of End User's service requirements prior to preparing a Reseller/End User Proposal for, or accepting a purchase order from, End User for Deployment and/or Professional Services.
- 3.3. Infinera will (a) promptly respond to Reseller requests to assess and assist with responding to End User service requests, (b) provide Reseller with reasonable assistance with End User meetings and negotiations, and (c) promptly notify Reseller if Infinera is unable or unwilling to perform the requested Deployment and/or Professional Services.
- 3.4. Infinera will prepare for, and provide to, Reseller an Infinera/Reseller Proposal.
- 3.5. Reseller will prepare for, and provide to, End User a Reseller/End User Proposal.
- 3.6. For the avoidance of doubt, Reseller shall have complete and sole discretion in setting all End User pricing:
- 3.7. Reseller will provide Infinera with a reasonable amount of advance notice of any anticipated or known End User service requirements, in order for Infinera to assess such requirements, determine feasibility and delivery options, and prepare a Infinera/Reseller Proposal.
- 3.8. Reseller acknowledges that Infinera may require direct discussions with End User in order to finalize the aforementioned proposals. Reseller will use best efforts to facilitate such discussions, as reasonably requested by Infinera.
- 3.9. Reseller will not make any commitments to End Users regarding Deployment and/or Professional Services availability or delivery timelines without Infinera's prior written confirmation.
- 3.10. Reseller will issue a purchase order to Infinera for the Deployment and/or Professional Services set forth in the Infinera/Reseller Proposal. Infinera's scheduling and performance of any Deployment and/or Professional Services to End User on Reseller's behalf shall be strictly contingent upon Infinera's receipt and acceptance of Reseller's purchase order for such Services. The start date of Deployment and/or Professional Services shall be subject to Infinera's prior written agreement, but shall be subject to the minimum lead time stipulated in the Infinera/Reseller Proposal. Upon acceptance of Reseller's purchase order, Infinera will schedule the agreed Deployment and/or Professional Services.
- 3.11. Reseller is solely responsible for (a) the delivery and content of all Reseller/End User Proposals to end-End Users, (b) securing purchase orders from End Users for the pertinent Deployment and/or Professional Services, and (c) all obligations and liabilities to the extent set forth in or arising from any Reseller/End User proposal or any contract entered into between Reseller and its cEnd User.

**SECTION 4. PRICING.** Infinera's Deployment Service fees and reimbursable expenses shall be as set forth in the pertinent Infinera/Reseller Proposal.

#### **SECTION 5. INVOICING AND PAYMENT**

- 5.1. Infinera shall invoice Reseller for the applicable Deployment and/or Professional Services fees and expenses as set forth in the pertinent Infinera/Reseller Proposal.



## Schedule 1 to PART 1 - DEPLOYMENT AND PROFESSIONAL SERVICES FULFILLMENT

### Product Deployment Guidelines

#### Scope

This document provides an overview of the requirements for Resellers that will be providing product deployment services to their customers. It shall be used as a guide to develop, maintain and update the Reseller deployment service functions, processes and infrastructure requirements, along with the service performance objectives.

#### Service Organization and Processes for Quality Service

Deployment Services are all activities and operations necessary to implement a Classic Coriant product in the customer's network. "Deployment Services" can mean the implementation of a new system in the customer's network, the upgrade of an existing system, and /or the addition of new functionality to a system.

The essential activities and responsibilities for each function of the deployment process are summarized below. While it is not required to have a separate resource for each area, the Reseller should be competent in all of these functional areas prior to accepting any customer orders for Classic Coriant product Deployment Services.

#### Project Management

The Project Management function is responsible for the management and control of project deployment. The goal of the Project Manager is to complete the project execution and the project acceptance by the customer on time, within budget and with the customer's expected quality.

The Reseller will have at least one person with project management skills. The number of people dedicated to project management will be agreed to, based on a function of the installed base complexity and the number of customers.

Due to scale, some projects may have more than a single individual performing project manager functions; in this case a single "lead" individual should be identified for the project.

Project Management tasks may include:

- Act as single point of contact
- Establish project timeline
- Communicate project status
- Coordination of shipments
- Resource scheduling
- Progress tracking
- Ensure project completion and acceptance

#### Detail Engineering

The Detail Engineering function is responsible for generating detailed, site-specific installation specifications based off of an overall network design. This includes generating bill of material specifications, installation scope of work development, materials ordering, and maintaining installation specification records.

This function may require a visit to the customer site prior to the installation activity to perform a site survey, which will be used to ensure that accurate installation specifications and scope of work are generated.

#### Detail Engineering Resources

The Reseller will retain in their employ at least one individual with the appropriate skill set to perform the detail engineering function. The number of people dedicated to detail engineering will be based on a function of the installed base complexity and the number of customers.

#### Detail Engineering Documentation

The Reseller's detail engineering will create and maintain installation specification documents for all product deployments. The documents will include detailed installation information including items such as:

- Rack and shelf location information

- Circuit breaker or fuse panel information
- Cable Running Lists
- Overhead / sub-floor cabling layouts.

### **System Layout**

The installation specification documents will be used as a reference during installation activities and must be maintained at the site during the installation of the system. The documents may be used as a reference on future customer deployments at the same location.

### **Project Procurement and Logistics**

This function is responsible for the administrative and logistics management of all purchases required for a successful project. This includes packaging and transportation coordination, materials tracking and staging, materials integration, and shipping.

The Reseller must provide procurement and logistics as required to support project implementation.

### **Project Procurement and Logistics**

This function is responsible for the physical installation of the equipment (e.g. site preparation, equipment transportation, unpacking, mounting and connection, site cleaning and site documentation update).

### **Installations Standards Documentation**

The Reseller shall utilize the current version of all applicable Classic Coriant product documentation, as posted on the Reseller Portal. Additionally, the Reseller will maintain written documentation that provides general installation quality standards. This document may be developed by the Reseller or may be an existing document produced by a recognized standards body such as Telcordia, ETSI, etc.

All installation personnel will reference these documents in addition to any customer-specific installation requirements documentation.

### **Installation Quality Audits**

The Reseller will conduct periodic formal quality audits of their installation projects to ensure the work is being performed in accordance to the standards described in the quality documents listed above. Results of the audits will be recorded and retained by the Reseller. It is the Reseller's responsibility to take appropriate action to resolve any issues the audit detects.

### **Acceptance Testing and Commissioning**

Acceptance Testing is defined as a set of test procedures to check the product functionality and verify that the installation and cabling of the product is correct. Commissioning includes a basic level of network element configuration required to bring the element to an operational state, such as loading software and entering IP address information, etc. These functions may include tasks such as:

- Verify network and node connectivity

Verify network signal paths

- Provision test circuits
- Execute circuit and facility validation tests
- Measure span loss and signal-to-noise ratios

Test Embedded Operations Network

- Verify network surveillance alarming capabilities
- Create a customized Network Acceptance Test Report

The Reseller's Installation Professional will perform all Acceptance Test and Commissioning procedures as defined in the Classic Coriant Product Documentation, as well as any additional customer-specific requirements. Customer-specific requirements should be defined, documented, and mutually agreed upon prior to the project start and shall be the sole responsibility of the Reseller to complete unless mutually agreed to with Infinera.

The Reseller will retain records, including any applicable system logs and test results, of all acceptance testing and commissioning activities. These records will be made available to Infinera upon request.

### **Tools and Equipment**

The Reseller will implement a set of test instruments that is needed for product hardware acceptance testing and commissioning. This includes all required cabling, computers, software and test sets. Infinera will supply the Reseller a list of tools and equipment required to support the Acceptance Test and Commissioning activities. The Reseller is responsible for purchasing, leasing, or renting the required test instruments when performing the services.

### **Reseller Qualification**

A Reseller must achieve the level of a qualified Product Deployment Services Provider for each Classic Coriant Product being deployed prior to accepting any deployment service orders for Classic Coriant products.

### **Enablement Assessment**

A Regional Services Manager will meet with the Reseller's key support representatives for the purpose of jointly reviewing and ensuring the Reseller has a clear understanding of the Classic Coriant products Deployment Service requirements compared to the Resellers current support structure and capabilities.

### **Enablement Action Plan**

Based upon the description of current Reseller support structure and capabilities, the Regional Services Manager will work with the Reseller to develop an action plan detailing all open areas that need to be addressed by either party, and the time frames these items need to be closed to enable the Reseller to perform Deployment Services in accordance to the standards described in this document.

### **Reseller Mentoring**

The Enablement Action Plan will be based on the Reseller's level of expertise and experience, as well as the complexity and scope of the anticipated customer deployment, the Regional Services Manager will work with the Reseller to develop a Reseller enablement plan consisting of some or all of the following components.

- For a minimum of the first Classic Coriant product deployment, the Reseller will subcontract Infinera to perform the installation, acceptance test and commissioning, with the Reseller deployment professionals onsite to observe. The quantity of deployments that the Reseller must observe before assuming the primary role of installation, acceptance test and commissioning responsibilities will be determined by the Regional Services Manager based on the Reseller's current capabilities, as well as the size and complexity of the project. Any exceptions will be determined by the Regional Services Manager based on Reseller experience and expertise.
- The Reseller will perform the installation, acceptance test and commissioning, with an onsite Infinera subject matter expert present to observe and provide guidance and support. The quantity of deployments that the Infinera subject matter expert will be present will be determined by the Regional Services Manager based on the Reseller's current capabilities as well as the size and complexity of the deployment.
- Infinera will conduct quality audits of the Reseller's deployment activity of Classic Coriant products. The audit may consist of a review of the documentation and installation of the product as well as customer satisfaction surveys. Installation audits may be conducted by an Infinera representative in person, or may be conducted by the submission of photographs and any other applicable log or trace files to Infinera for remote review.

### **Declaration of Qualification**

A Reseller will be considered qualified when a Regional Services Manager has verified that all actions in the Enablement Action Plan have been completed, and the Reseller is operating in accordance to the standards described in this document.

### **Performance Reviews**

Infinera will conduct periodic performance reviews of each Reseller, normally on an annual basis. These reviews will be performed in order to determine whether the Reseller has continued to meet Infinera service standards. In addition, Infinera reserves the right to conduct a performance review at any time, particularly if Infinera becomes aware of any changes in the Reseller's ability to support the service(s) or to address a specific customer complaint.

The requirements outlined in this document will provide the guidelines for the performance reviews. An emphasis will be placed on Reseller activities during the review period. The intention of the performance review is early detection and correction of problems, either on the part of the Reseller or Infinera.

If Reseller fails to satisfy any requirements of this program, a "get-well" plan will be developed and implemented by Reseller in order to become compliant with the requirements once again. If Reseller fails successfully complete the actions in the get-well plan in a time frame mutually agreed upon between Infinera and Reseller, Infinera reserves the right to exclude Reseller from this program.

### **Occasional Training Activities**

Reseller will require at least one deployment professional to view Infinera online training made available for new major product releases, as applicable to the Reseller's End User installed base.

## PART 2 - TECHNICAL SUPPORT SERVICES FULFILLMENT

SECTION 1. DEFINITIONS. Capitalized terms have the same meaning as set forth previously in this Agreement, unless provided otherwise below.

- 1.1. "Authorized Caller" means a person designated by Reseller as the technical/engineering support interface for the Products.
- 1.2. "Business Day(s)" means Monday through Friday (excluding Infinera holidays at the location from which the pertinent Services are rendered).
- 1.3. "Calendar Day(s)" means all days in a month including weekends and holidays
- 1.4. "Business Hours" for End Users located in the United States means 7:00 a.m. to 7:00 p.m. CT during Business Days. "Business Hours" for End Users located outside of the United States means 8:00 to 17:00 GMT +1 during Business Days.
- 1.5. "Case" means a technical issue, problem or question reported by Reseller to the TAC concerning a Supported Product installed and operational in End User's Network. Case severity levels are classified according to TL 9000 guidelines. There are three (3) classifications of severity level regarding technical issues with the Product: Critical, Major and Minor. Infinera also uses the classification "Inquiry Cases" to designate the severity level of operational questions about the Supported Product. The severity level will determine the priority and escalation process applicable to the Case.

<b>Severity</b>	<b>Description</b>
Critical (Severity 1)	<p>Conditions that severely affect the primary functionality of the Product and because of the business impact to the End User, require non-stop immediate corrective action, regardless of time of day or day of the week, such as:</p> <ul style="list-style-type: none"> <li>• Product inoperability (total or partial outage)</li> <li>• A reduction in the capacity capability (i.e., traffic/data handling capability) such that expected loads cannot be handled</li> <li>• Any loss of emergency capability (e.g., emergency calls)</li> <li>• Safety hazard or risk of security breach</li> </ul>
Major (Severity 2)	<p>Product is usable, but a condition exists that seriously degrades Product operation, maintenance or administration, etc., and requires attention during pre-defined hours to resolve the situation. The urgency is less than in Critical situations because of a lesser immediate or impending effect on system/network performance, End Users and End User's operation and revenues, such as:</p> <ul style="list-style-type: none"> <li>• Reduction in Product capacity (but still able to handle the expected load)</li> <li>• Any loss of Product administrative or maintenance visibility and/or diagnostic capability</li> <li>• Repeated degradation of an essential component or function</li> <li>• Degradation of the Product's ability to provide any required notification of malfunction.</li> </ul>
Minor (Severity 3)	<p>Conditions that do not significantly impair the functioning of the system and do not significantly affect service to End Users. These problems do not affect traffic. Engineering complaints are classified as minor unless otherwise negotiated between the End User and Infinera</p>
General request (Severity 4)	<p>A general request is, for example, an inquiry on documentation, procedures or concepts, without a problem or Product defect present or reported</p>

- 1.6. "Hardware" means that portion of the Product that is not Licensed Materials.
- 1.7. "Irreparable" means a Product that Infinera cannot repair. A Product may be Irreparable if, by way of example but not limitation, it: (a) has been modified, tampered with, improperly handled, improperly installed or not operated in accordance with Specifications or Documentation; (b) was manufactured more than ten (10) years prior and contains obsolete components; (c) has been contaminated; or (d) has physical, corrosive or transient damage (e.g., lightning or water damage).

1.6. “Level” means a certain class of technical support service, as defined below:

Level 1. First call support. Technical support staff responds to technical inquiries regarding Supported Products, installations, configurations. Responsibilities include the following:

- Provide general Product information (post-sales), Hardware and Software configuration, installation, and upgrade support;
- Provide basic support on the standard protocols and features;
- Perform base problem determination, and where possible provide Case resolution
- Collect and record relevant technical problem identification information for escalation to Level 2
- Provide regular problem resolution status reports to the End User and maintain knowledge of the End User's Network
- Maintain an electronic tracking system for all End User requests for support

Level 2. Specialist level technical support. Escalation resource to Level 1. Responsibilities include the following:

- Provide advanced support on all protocols and features
- Perform problem isolation and replication, lab simulations and interoperability testing
- Provide remote diagnostics services
- Define an action plan for issue resolution
- Implement a resolution for a Case that is not the result of an error.

Level 3. Senior level technical support. Escalation resource to Level 2. Responsibilities include the following:

- Isolate a problem/error and implements a resolution
- Develop appropriate workarounds and ensure workarounds are properly reviewed, tested, and documented before being released and used
- Open Supported Product change requests where joint agreement has been reached that a defect exists

Level 4. Backup engineering and technical support. Escalation resource to Level 3. Staff isolates a problem/ error and implements a resolution, including, but not limited to, a Supported Product change (error correction).

1.7. “Network Manager” means the Infinera network management system (NMS) or element management system (EMS) for the Supported Product.

1.8. “No Trouble Found” means that Infinera has tested a Supported Product that Reseller reported as defective and found that such Supported Product meets the applicable Specifications and minimum shippable revision level.

1.9. “Support” means those Services set forth in Section 4 that are available to Reseller if Reseller purchases a Support Agreement.

1.10. “Support Agreement” means an agreement entered into between Reseller and Infinera by which Infinera performs Support for Reseller’s Supported Products.

1.11. “Support Fee” means the fee that Reseller is obliged to pay in order to receive Support during each Support Term, as set forth in the pertinent Support Agreement.

1.12. “Supported Product” means a Product for which Reseller purchases Support, as set forth in the pertinent Support Agreement.

1.13. “Support Term” means the period during which Reseller is entitled to receive Support, as set forth in the pertinent Support Agreement.

1.14. “TAC” means Infinera Technical Assistance Center.

1.15. “Technical Support Engineer” means a person or persons designated by Infinera as the technical/engineering support interface for Reseller.

1.16. “Infinera Repair Center” means the center that repairs Products.

- 1.17. “Third Party Computing Software and Hardware” means hardware and software proprietary to an entity other than Infinera that is used for the operation of End User’s Network Manager platform.
- 1.18. “Turnaround Time” means the period of time that commences when a Product is received at the Infinera Repair Center and ends when such Product is shipped from the Infinera Repair Center.
- 1.19. “Update” means fixes, patches and maintenance releases. Updates do not include new application Software or feature Licenses.
- 1.20. “Upgrade” means a major release. Upgrades do not include new application Software or feature Licenses.
- 1.21. “Used Equipment” means Product that has been purchased or otherwise obtained from parties other than Infinera or a Infinera-authorized reseller.
- 1.22. “Workaround” A workaround is a temporary measure to manage a failure situation and minimize its harmful effect until a permanent solution is implemented. A workaround means a temporary fix to a Supported Product issue that may involve moderate changes to the operational characteristics of the Product or related operational procedures.

**SECTION 2. RESPONSIBILITIES OF THE PARTIES.** The following requirements and procedures shall apply to any purchase of Support from Infinera by Reseller.

- 2.1 Reseller shall provide Level 1 support services to End Users consistent with Infinera guidelines.
- 2.2 Provided that Reseller purchases a Support Agreement, Infinera shall provide Level 2 and Level 3 Support to Reseller for Supported Products.
- 2.3. Reseller shall purchase, and maintain in force, one (1) or more Support Agreements with Infinera, subject to the following parameters:
- (a) Reseller shall purchase a separate Support Agreement for each End User added to Reseller’s Supported Products base.
  - (b) All Support Agreements will include, at a minimum, Remote Technical Support as described below.
  - (c) Support Fees for each Support Agreement will be reviewed quarterly and adjusted to reflect Reseller’s then-current Supported Product base.
  - (d) Reseller shall maintain accurate records of End Users to whom Product has been sold under this Agreement (which records shall include End User name, Product type and quantity), and shall provide the same to Infinera on a quarterly basis for the purpose of verifying entitlement to Support and updating Support Fee calculations.
  - (e) Reseller shall identify the End User and site location when contacting Infinera to purchase a Support Agreement.
- 2.4. Reseller will participate in regularly scheduled operations review meetings with Infinera, at which time the Reseller’s service delivery capabilities and performance will be reviewed. Reseller and Infinera will jointly develop ongoing action plans, which may consist of training and other developmental and support goals.

**SECTION 3. DESCRIPTION OF AVAILABLE SUPPORT SERVICES.** Reseller may purchase any or all of the following Support services from Infinera by entering into a Support Agreement:

Option	Description
Remote Technical Support	Provides access to the TAC for remote Support on technical issues and consultation on Supported Product operation. TAC services are available 24x7x365 for critical cases, with other case severities worked during business hours. Also includes access to Online Remote Technical Support, which provides registered users with Web access to Support information and technical Documentation.
Access to Software Updates/Upgrades	Provides access to the latest generally available Software Updates and Upgrades, if and when available, for the applications licensed from Infinera for Supported Products
Hardware Repair	Provides for the testing, priority repair, revision updating and return of in/out-of-warranty Hardware with a Turnaround Time of thirty (30) calendar Days
Hardware Advance Replacement	Provides a replacement Hardware unit required for the resolution of a Supported Product issue prior to returning a faulty Hardware unit to Infinera
Technical Support On-Site	Provides for the dispatch of a Infinera technical engineer to End User's site if the TAC determines that a Supported Product issue cannot be diagnosed remotely

More detailed descriptions of the above-referenced Support services are listed below, subject always to the final Support descriptions set forth in the pertinent Support Agreement entered into between Reseller and Infinera.

3.1. Remote Technical Support is mandatory for all Support Agreements.

3.1.1. *Intentionally Omitted*

3.1.2. **Support Services.** Infinera shall provide Level 2 and Level 3 back-up technical support to Reseller for Supported Products. Infinera will provide such support twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year for Critical case severities. Other case severities are worked during business hours. Reseller will have access to Infinera's TAC, as well as to Infinera's technical management, as required for escalation purposes. Authorized Callers will be the primary contacts between Reseller and Infinera's TAC. Reseller will be permitted to register up to ten (10) Authorized Callers. Reseller and Infinera will exchange contact information for Authorized Callers, including names, addresses, phone numbers, and e-mail addresses. The information will be reviewed quarterly and updated as required.

3.1.3. **Problem Resolution.** Reseller shall reasonably attempt to resolve all Cases prior to contacting Infinera. Infinera will not contact or provide Support directly to End Users, unless expressly agreed in advance in writing. Infinera will provide an initial response to all Reseller Support requests per Infinera Technical Support Guidelines (a copy of which is available upon request). If Reseller is unable to resolve a Case, then Reseller and Infinera will agree, in good faith, what additional information and/or documentation will be required for resolution. Infinera will work with Reseller in attempting to reproduce and resolve any such Case.

3.1.4. **Case Status.** Reseller may obtain information about Case status by contacting Infinera's TAC or through Infinera's online Case tracking system accessible from the Infinera End User Portal.

3.1.5. **Remote Access.** Resolution of Cases may require Reseller to provide the following: Establishment of a remote connection to End User's network element and adjacent network elements; and End User permission (including but not limited to, log-on accounts and passwords) to perform relevant diagnostic testing and reconfigurations

3.2. Online Remote Technical Support Services

3.2.1 Online Remote Technical Support provides Web access through the Infinera End User Portal to: (a) the latest published Product reference materials and technical notifications; and (b) online Case management. This Service encompasses the following:

(a) Product Materials and Technical Notifications. Provides Web access to the latest published Supported Product reference materials and Documentation, Product and technical release notes and technical support documents.

- (b) Online Case Management. Provides Web access for online Case creation, status monitoring, Case resolution notification and queries to run Case history reports.

### 3.3. Access to Software Upgrades and Updates.

3.3.1 Access to Software Upgrades and Updates provides access to the latest generally available Upgrades and Updates, if and when available, for the applications Reseller has licensed from Infinera for Supported Products in End User's Network. This Service encompasses the following.

- a) Media. Infinera will provide Reseller access to Upgrades and Updates via: (i) secure Web access (at Infinera's discretion) to remotely download Upgrades and Updates
- b) Exceptions. This Service does not include: (i) custom features; (ii) new application Software; (iii) Hardware; (iv) installation of Software; and (v) updates or upgrades for Third Party Computing Software and Hardware.
- c) Terms applicable to Software. All Software provided under the terms of the Support Agreement shall be governed by the same terms and conditions which govern the software acquired from Infinera pursuant to the purchase and license agreement in effect between Reseller and Infinera, or if no such agreement exists, then under the terms of the Infinera Standard Terms and Conditions for Infinera Deliverables, found at [http://www.Infinera.com/legal/documents/Infinera\\_tandc\\_global\\_deliverables.pdf](http://www.Infinera.com/legal/documents/Infinera_tandc_global_deliverables.pdf) or as otherwise provided by Infinera with the Software or in its Documentation.
- d) Resellers that purchase Access to Software Upgrades and Updates as part of their Support Agreement are responsible for distributing all Upgrades and Updates to End Users.

### 3.4. Hardware Repair Services

3.4.1. Hardware Repair provides for the testing, priority repair, revision updating and return of Supported Product Hardware plug-in modules received by Infinera during the Support Term. This Service encompasses the following:

- (a) Priority Repair Turnaround Time. Hardware repair will typically be completed within a Turnaround Time of thirty (30) Calendar Days for returns containing forty (40) or fewer Hardware units per RMA. The Turnaround Time for returns exceeding forty (40) Hardware units per RMA will be as mutually agreed.
- (b) No Trouble Found. Infinera will not charge for Supported Product Hardware that is submitted for repair and found to be No Trouble Found.
- (c) Irreparable. Hardware that is Irreparable will be returned to Reseller without repair.
- (d) Unauthorized Repairs and Used Equipment. If returned Hardware has been repaired or modified other than by Infinera, or is Used Equipment, then Infinera may deem the returned Hardware Irreparable.
- (e) Freight Charges. Reseller ships Hardware DAP, Infinera Repair Center (Incoterms® 2010). Reseller is solely responsible for all freight charges associated with such shipping. Infinera will ship repaired or replaced Hardware DAP, Reseller's premises (Incoterms® 2010).

### 3.5. Hardware Advance Replacement Services

3.5.1. Hardware Advance Replacement. Advance Replacement provides Reseller with a replacement Hardware unit ("Advance Replacement Unit") prior to returning a faulty Supported Product Hardware unit to Infinera. The Advance Replacement Unit shall be a like-for-like replacement of the same issue and model number that meets the Infinera minimum shippable revision level. This Service encompasses the following:

- (a) Advance Replacement Limits and Response Time. Advance Replacement is managed through the designated Infinera Repair Center. Reseller must telephone the designated Infinera Repair Center during its business hours in order to initiate an RMA

for an Advance Replacement request. Advance Replacement Units ship the same day if Infinera receives Reseller's request prior to 13:00 GMT+1 on a Business Day; otherwise, such Advance Replacement Units will ship during the next Business Day. The foregoing shipment estimate is subject to Advance Replacement Unit availability, Force Majeure, carrier availability and Reseller's location.

- (a) **Return of Replaced Hardware Unit.** Reseller must return the faulty Hardware unit to the Infinera Repair Center within thirty (30) days after Infinera ships the Advance Replacement Unit. Infinera reserves the right to charge the then-current Product list price for any faulty Hardware units that are not returned within the aforementioned thirty (30) day period.
- (b) **Freight Charges.** Infinera will ship the Advance Replacement Hardware Unit DDP, Reseller's premises (Incoterms® 2010). Provided that Reseller uses Infinera's pre-approved return kit, Infinera will pay the following costs associated with returning the replaced faulty Hardware to the Infinera Repair Center under this Advance Replacement Service: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other reasonable, applicable transportation charges.
- (c) **Exceptions.** Advance Replacement shall not be provided for non-Hardware plug-in modules, including but not limited to racks, cables, batteries, fuses, and connectors or for delivery to End User's unmanned sites.
- (d) **Limits.** This Service covers advance replacement requests as needed during the Support Term. Infinera will provide no more than five (5) Advance Replacement Units per RMA.
- (e) **Irreparable.** Infinera reserves the right to charge Reseller for the Advance Replacement Unit at the Advance Replacement Unit's then-current list price if the returned Hardware unit is Irreparable.
- (h) **Unauthorized Repairs and Used Equipment.** If returned Hardware has been repaired or modified other than by Infinera, or is Used Equipment, then Infinera may deem the returned Hardware Irreparable.

3.6. Technical Support On-Site provides for the dispatch of a Infinera technical engineer to End User's site after the TAC determines that a Supported Product issue cannot be diagnosed remotely. This Service encompasses the following:

- (a) **Availability.** On-Site Technical Support may be requested to resolve Cases that Infinera: (i) has unsuccessfully attempted to diagnose remotely in conjunction with Reseller's on-site support personnel; and (ii) determines cannot be diagnosed remotely.
- (b) **Coverage.** The Service covers the dispatch of a Infinera technical engineer in order to diagnose the Case for Supported Products located at End User's central office or equivalent manned locations (and not at End User's unmanned sites or End User's end-users' sites). This Service covers only the time and travel expenses of the Infinera technical engineer that is dispatched. Materials will be billed separately.
- (c) **Response Time.** With regard to Critical Cases, Infinera will dispatch a technical engineer to End User's site on the first available flight (or other means of transportation, if possible) after determining that on-site intervention is needed, confirming Reseller's consent and obtaining all necessary visas and/or other travel authorizations. With regard to all other Cases, Infinera will dispatch a technical engineer to End User's site after determining that on-site intervention is needed, confirming Reseller's consent and obtaining all necessary visas and/or other travel authorizations (typically during the next Business Day thereafter).
- (d) **Security Clearance.** If Security clearance is required to access the site, Reseller is responsible for all arrangements necessary to ensure Infinera technical engineer will be provided access. Confirmation that the Infinera technical engineer will be able to access the site is required prior to the initiation of travel.

3.7. On-Demand Onsite Technical Support.

3.7.1 Reseller may request on-site support on a per-incident basis, outside of the scope described in Section 3.6. If On-Demand Onsite Technical Support is requested by Reseller, Infinera will use commercially-reasonable efforts to provide such Support. Reseller shall reimburse Infinera for its time and materials at mutually agreeable and reasonable rates, plus other reasonable travel and related expenses approved in advance by Reseller.

### **PART 3 - TRAINING SERVICES FULFILLMENT**

SECTION 1. DEFINITIONS. Capitalized terms have the same meaning as set forth previously in this Agreement, unless provided otherwise below.

- 1.1 “Infinera/Reseller Proposal” means a detailed proposal (including pricing) and statement of work prepared by Infinera for Infinera’s performance of the requested Training on Reseller’s behalf.
- 1.2 “Remote Lab” means services related to the use of lab equipment based in an Infinera facility via a remote connection.
- 1.3 “Reseller/End User Proposal” means a detailed proposal (including pricing) and statement of work prepared by Reseller for End User for the requested Training.
- 1.4 “Training” means instructional services related to the installation, commissioning, operation, administration or maintenance of Products.

SECTION 2. PURPOSE; COURSE DESCRIPTION AND REQUIREMENTS.

- 2.1. The purpose of this Exhibit is to set forth the process for (a) Infinera’s providing Training to Reseller, and (b) fulfilling End User requests for Training, where such Training will be purchased from Reseller by End User and performed by Infinera on Reseller’s behalf as described in this Exhibit.
- 2.2. Training is offered in online form through the Infinera Knowledge Library. Online training can be supplemented with short-duration webcasts, mentoring and/or Training workshops to allow for direct interaction with a Infinera subject matter expert. Available Training delivery options and related details can be found at [www.Infinera.com/training](http://www.Infinera.com/training).
- 2.4. Access to On-line Training content is provided through an annual subscription to the Infinera Knowledge Library. Subscriptions are licenses at an individual user level, and are eligible for renewal after the initial one-year license term.
- 2.5. On-line Training purchases may not be cancelled after the student has received notice or confirmation of admission to the Training library.
- 2.6. Reseller may purchase Training to be (a) delivered directly to Reseller, or (b) resold by Reseller to End Users. Training resold to End Users shall be performed by Infinera on Reseller’s behalf and the Parties shall comply with the requirements and procedures set forth in Sections 3, 4 and 5 below.

SECTION 3. RESPONSIBILITIES OF THE PARTIES. The following requirements and procedures shall apply to any purchase of Training Services from Infinera by Reseller for resale to End User.

- 3.1. Reseller acknowledges that all Training to be performed by Infinera is fee-based and requires the delivery of a Infinera/Reseller Proposal to, and the issuance of a purchase order by, Reseller before such Training shall be scheduled.
- 3.2.
- 3.3. Reseller will arrange for a review with Infinera of End User’s Training requirements prior to preparing a Reseller/End User Proposal for, or accepting a purchase order from, End User for Training to be delivered by Infinera.
- 3.4. Infinera will (a) respond within forty-eight (48) hours to Reseller requests to assess and assist with responding to End User Training requests, (b) provide Reseller with reasonable assistance with End User meetings and negotiations, and (c) promptly notify Reseller if Infinera is unable or unwilling to perform the requested Training.
- 3.5. Infinera will prepare for, and provide to, Reseller a Infinera/Reseller Proposal.
- 3.6. Reseller will prepare for, and provide to, End User a Reseller/End User Proposal.
- 3.7. For the avoidance of doubt, Reseller shall have complete and sole discretion in setting all End User pricing.

- 3.8. Reseller will provide Infinera with a reasonable amount of advance notice of any anticipated or known End User Training requirements, in order for Infinera to assess such requirements, determine feasibility and delivery options, and prepare a Infinera/Reseller Proposal.
- 3.9. Reseller acknowledges that Infinera may require direct discussions with End User in order to finalize the aforementioned proposals. Reseller will use best efforts to facilitate such discussions, as reasonably requested by Infinera.
- 3.10. Reseller will not make any commitments to End Users regarding Training availability or delivery timelines without Infinera's prior written confirmation.
- 3.11. Reseller will issue a purchase order to Infinera for the Training set forth in the Infinera/Reseller Proposal. Infinera's scheduling and performance of any Training to End User on Reseller's behalf shall be strictly contingent upon Infinera's receipt and acceptance of Reseller's purchase order for such Training. The start date of Training shall be subject to Infinera's prior written agreement, but shall be subject to the minimum lead time stipulated in the Infinera/Reseller Proposal. Upon acceptance of Reseller's purchase order, Infinera will provide access to or if applicable schedule the agreed Training.
- 3.12. Reseller is solely responsible for (a) the delivery and content of all Reseller/End User Proposals to end-End Users, (b) securing purchase orders from End Users for the pertinent Training, and (c) all obligations and liabilities to the extent set forth in or arising from any Reseller/End User proposal or any contract entered into between Reseller and End User for Training.

SECTION 4. PRICING. Infinera's Training fees and reimbursable expenses shall be as set forth in the pertinent Infinera/Reseller Proposal.

#### SECTION 5. INVOICING AND PAYMENT

- 5.1. Infinera shall invoice Reseller for the applicable Training fees and expenses as set forth in the pertinent Infinera/Reseller Proposal.

## **PART 4 - WARRANTY TERMS AND CONDITIONS FOR CLASSIC CORIANT PRODUCTS**

### **Coriant Global Warranty Policy MSPP and Cross-Connect Products**

#### **Overview**

This Coriant Global Warranty Policy describes Coriant's warranty periods for Coriant Products and Services. In addition, this document details customer remedies and Coriant's obligations to correct warranty defects in Coriant Products and Services.

#### **Definitions**

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"DCS" means Digital Cross-Connect System

"Documentation" means the user instructions related to a Product.

"Force Majeure" means causes that are outside the reasonable control of Coriant and cannot be avoided by the exercise of due care, including but not limited to: (a) governmental actions, orders, legislation, regulations, restrictions or rationing; (b) riots, civil disturbances or disobedience, epidemic, quarantine, acts of terrorism or war; (c) strikes, lockouts or shutdowns; (d) shortages of labor or supplies, interruption or lack of transportation, embargo or prohibition of the import or export of goods; or (e) fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy.

"Hardware" means that portion of the Product that is not Licensed Materials.

"Irreparable" means a Product that Coriant cannot repair. A Product may be Irreparable if, by way of example but not limitation, it: (a) has been modified, tampered with, improperly handled, improperly installed or not operated in accordance with the applicable Coriant specifications or Documentation; (b) was manufactured more than ten (10) years prior and contains obsolete components; (c) has been contaminated; or (d) has physical, corrosive or transient damage (e.g., lightning or water damage).

"Licensed Materials" means Software and Documentation.

"List Price" means a Product's price as set forth in the then-current Coriant price list.

"MSPP" means Multi Service Provisioning Platform

"No Trouble Found" means that Coriant has tested a Product that customer reported as defective and found that such Product meets the applicable Coriant specifications and minimum shippable revision level.

"Product" means goods, supplies, parts, components and assemblies, including the Licensed Materials, sold and/or licensed to customer by Coriant or a Coriant-authorized reseller. Coriant may (in its sole discretion and at any time) exclude any of the foregoing from the definition of "Product."

"Re-certified" or "Re-certification" means that Coriant has tested Used Equipment and confirmed that it meets the applicable Coriant specifications. Re-certification may, in Coriant's discretion, be subject to an additional charge.

"Repair Warranty Start Date" means the date on which the repaired Hardware unit is shipped from the Coriant Repair Center.

"RMA" means Return Material Authorization.

"Services" means any work Coriant performs for customer.

"Software" means the Coriant executable computer programs, firmware and other digital instructions and control data associated with a Product. Software does not include source code or proprietary design information.

"Coriant Repair Center" means the center that repairs Products.

"Used Equipment" means Product that has been purchased or otherwise obtained from parties other than Coriant or a Coriant authorized reseller.

"Warranty Start Date" means the date on which the Hardware warranty period starts. Unless otherwise specified by Coriant in writing, the Warranty Start Date is the date of original Hardware shipment from Coriant to the customer.

### **Warranty of Hardware**

Coriant and its affiliates (“Coriant”) warrant that, during the period indicated in the “Hardware Warranty Period” section of this Policy, Hardware will: (a) be free from defects in materials and workmanship, and (b) conform to the applicable Coriant specifications.

Upon receipt of defective in-warranty Hardware, Coriant (in its sole discretion) will determine if such Hardware will be repaired or replaced. Coriant will repair or replace in-warranty Hardware at Coriant’s expense, provided that Coriant determines that the Hardware (a) fails to conform with a warranty described herein, (b) is not Irreparable, (c) has been handled, installed and operated in accordance with Coriant’s specifications, operating procedures and Documentation, and (d) is received at the Coriant Repair Center within the warranty period.

Coriant may use new or factory-reconditioned parts to repair or replace defective in-warranty Hardware. All replaced parts and Hardware will become the property of Coriant. Irreparable in warranty Hardware will be returned to customer without repair or replacement.

### **Warranty Date Confirmation**

Customers may confirm the Hardware Warranty Start Date by contacting a Coriant Repair Order Management Representative and providing the Hardware serial number.

For more information regarding the repair and return process, how to contact a Coriant Repair Order Management Representative, or how to request an RMA, please see the Coriant Global Repair and Return Policy, available at <http://www.Coriant.com>

### **Decommissioning, Removing and Returning Hardware**

Customer is responsible for decommissioning, removing and returning defective in-warranty Hardware.

### **Installing and Commissioning Hardware**

Customer is responsible for installing and commissioning in-warranty repaired or replaced Hardware.

### **Freight Charges**

Customer shall ship all faulty/failed Hardware to Coriant DAP, Coriant Repair Center (Incoterms 2010). Customer is solely responsible for all freight charges associated with such shipping. Coriant will ship the repaired or replaced Hardware DAP, customer’s premises (Incoterms 2010).

### **Out-of-Box Failure**

For Hardware that fails within ninety (90) calendar days of its Warranty Start Date, Coriant will (subject to availability) ship a new replacement Hardware unit to customer at Coriant’s expense.

Customer must request an RMA and ship the out-of-box failure Hardware unit to the Coriant Repair Center. If Coriant does not receive such failed Hardware unit within sixty (60) calendar days after Coriant ships the new replacement Hardware unit, then Coriant will (a) close the RMA, (b) contact customer to obtain a valid purchase order, and (c) invoice customer for one hundred percent (100%) of the new replacement Hardware unit’s List Price.

If a new replacement Hardware unit is not immediately available, then Coriant will ship (subject to availability) a factory-reconditioned replacement Hardware unit (i.e., a like-for-like replacement that meets the Coriant minimum shippable revision level).

In either case, the replacement Hardware unit will carry the remainder of customer’s original warranty period.

Coriant will pay the following costs associated with returning out-of box failure Hardware to the Coriant Repair Center: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable shipping-related charges. Coriant’s obligation to pay the foregoing costs shall be subject to and conditional on the following:

Customer must ship the Hardware to Coriant using the Coriant provided pre-approved return kit

Local laws must allow Coriant to pay the local duties and taxes

Coriant will pay the following costs associated with shipping replacement Hardware to Customer due to out-of-box failure: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable shipping-related charges. Coriant’s obligation to pay the foregoing costs shall be subject to and conditional on the following:

Local laws must allow Coriant to pay the local duties and taxes.

## Hardware Warranty Period

Coriant MSPP and DCS Products receive the following warranty periods for Hardware in years from the Warranty Start Date:

1 year	6300 series (MSPP)
	hiT 7020 (MSPP)
	hiT 7025 (MSPP)
	hiT 7030 (MSPP)
	hiT 7035 (MSPP)
	hiT 7060 (MSPP)
	hiT 7065 (MSPP)
	hiT 7080 (MSPP)
2 years	5xxx series (DCS)
	DNX xx series (DCS)
	SPS-1000 (DCS)
3 years	SN 9000 (MSPP)
	SN 16000 (DCS)

The one (1) year Hardware warranty period also applies to the Interface Card (IFC) and Interface Module (IFM) combination. If one or more separate IFMs are mounted or dismounted by an unauthorized party, the warranty for the IFMs and the IFC are void.

Cables supplied by Coriant will have a one (1) year Hardware warranty from the Warranty Start Date of the shelf or module to which the cable is attached or coming into.

### Warranty of Software

Coriant warrants that, for a period of ninety (90) calendar days from the date of shipment from Coriant, Software will substantially conform to the applicable Coriant specifications and the media on which the Software is distributed will be free from defects in materials and workmanship; provided that the Software is used on Hardware and with the system in which it was originally installed.

Coriant does not warrant that the operation will be uninterrupted or error-free. Coriant will correct substantial program errors or replace defective media at no charge, provided that the errors are reported or the defective media is returned to Coriant during the warranty period.

### Warranty of Services

Coriant Services shall be performed in a professional and workmanlike manner and conform to the applicable Coriant specifications at the time of performance of the Services. Coriant warrants its Services for ninety (90) calendar days from the date of completion of the Services. Coriant will re-perform those Services that do not conform to the applicable Coriant specifications at Coriant's expense.

### Warranty of Repaired Coriant Hardware

The warranty period for any repaired or replaced Hardware is either the remainder of the Hardware's original warranty period or a period of ninety (90) calendar days from the Repair Warranty Start Date, whichever is longer.

Out-of-warranty Hardware that is repaired will receive a new warranty period of ninety (90) calendar days from the Repair Warranty Start Date.

For in-warranty or out-of-warranty Hardware that is Irreparable, no warranty is provided.

### Warranty of Used Equipment

Coriant makes no warranty whatsoever as to Used Equipment that has not been Re-certified and re-licensed by Coriant.

Coriant warrants that Used Equipment that Coriant both Re-certifies at the Coriant Repair Center and re-licenses will conform to the applicable Coriant specifications for a period of ninety (90) calendar days from the Repair Warranty Start Date. Where system Recertification has been performed at customer's site, no warranty is provided for the Used Equipment system or Used Equipment modules in that system.

### Warranty of Non-Coriant Products

Notwithstanding any of the foregoing, third party products, hardware or software that are sold under the name of the original manufacturer will carry only the warranty of the original manufacturer to the extent the manufacturer permits. CORIANT MAKES NO

FURTHER WARRANTIES RELATED TO SUCH PRODUCTS, HARDWARE OR SOFTWARE, AND THE WARRANTIES DESCRIBED IN THIS POLICY SHALL LIKEWISE NOT APPLY.

#### **Unauthorized Repairs**

If returned Hardware has been repaired or modified other than by Coriant, then the warranties on the returned Hardware are void. Coriant will deem the Hardware Irreparable and return the Hardware without repair.

#### **Unauthorized Resellers**

Coriant will not honor or provide any warranty on Hardware submitted by an unauthorized reseller for repair.

#### **No Trouble Found**

If an in-warranty Hardware unit is returned to Coriant and found to be No Trouble Found and the foregoing occurs three consecutive times for the same Hardware unit, then Coriant will replace such Hardware unit; provided that it has not been manufacturing discontinued.

#### **Additional Conditions and Exceptions**

Warranties on Products are non-transferable. Only the original purchaser-licensee of a Product may make warranty claims.

All warranties shall be void, and Coriant shall have no warranty or other liability for damages of any kind, for Product that has not been handled, installed, operated or shipped in accordance with Coriant's specifications and operating procedures, or for Used Equipment that has not been both Re-certified at a Coriant Repair Center and re-licensed, or for any other equipment contained in the system into which such Products or Used Equipment is/are installed or operated.

Warranties do not apply to consumable items, including but not limited to batteries, cables (except as expressly set forth otherwise above), and air filters.

Failure to comply with any of the terms of this Coriant Global Warranty Policy will result in invalidation of the warranty.

#### **Exclusion of Warranties and Limitation of Liability**

EXCEPT AS STATED ABOVE, CORIANT MAKES NO OTHER WARRANTIES FOR PRODUCTS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORIANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION CAUSED BY, PERTAINING TO OR ARISING OUT OF ANY DEFECTIVE PRODUCT OR SERVICE IS LIMITED TO REPAIR OR REPLACEMENT (AT CORIANT'S OPTION) OF THE DEFECTIVE PORTIONS OF THE PRODUCT OR RE-PERFORMANCE OF THE SERVICE DURING THE APPLICABLE WARRANTY PERIOD.

CORIANT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY AND EVEN IF CORIANT WAS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LIABILITIES. CORIANT'S LIABILITY SHALL NOT EXCEED THE NET PURCHASE PRICE OR LICENSE FEE PAID FOR THE AFFECTED PRODUCT OR SERVICE CAUSING THE DAMAGES, LOSS OR LIABILITY.

THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS WILL NOT APPLY ONLY IF AND TO THE EXTENT APPLICABLE LAW REQUIRES LIABILITY BEYOND AND DESPITE THESE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

## Coriant Global Warranty Policy Packet Optical Transport and Edge Routing Products

### Overview

This Coriant Global Warranty Policy describes Coriant’s warranty periods for Coriant Products and Services. In addition, this document details customer remedies and Coriant’s obligations to correct warranty defects in Coriant Products and Services.

### Definitions

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“Documentation” means the user instructions related to a Product.

“Force Majeure” means causes that are outside the reasonable control of Coriant and cannot be avoided by the exercise of due care, including but not limited to: (a) governmental actions, orders, legislation, regulations, restrictions or rationing; (b) riots, civil disturbances or disobedience, epidemic, quarantine, acts of terrorism or war; (c) strikes, lockouts or shutdowns; (d) shortages of labor or supplies, interruption or lack of transportation, embargo or prohibition of the import or export of goods; or (e) fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy.

“Hardware” means that portion of the Product that is not Licensed Materials.

“Irreparable” means a Product that Coriant cannot repair. A Product may be Irreparable if, by way of example but not limitation, it: (a) has been modified, tampered with, improperly handled, improperly installed or not operated in accordance with the applicable Coriant specifications or Documentation; (b) was manufactured more than ten (10) years prior and contains obsolete components; (c) has been contaminated; or (d) has physical, corrosive or transient damage (e.g., lightning or water damage).

“Licensed Materials” means Software and Documentation.

“List Price” means a Product’s price as set forth in the then-current Coriant price list.

“No Trouble Found” means that Coriant has tested a Product that customer reported as defective and found that such Product meets the applicable Coriant specifications and minimum shippable revision level.

“Product” means goods, supplies, parts, components and assemblies, including the Licensed Materials, sold and/or licensed to customer by Coriant or a Coriant-authorized reseller. Coriant may (in its sole discretion and at any time) exclude any of the foregoing from the definition of “Product.”

“Re-certified” or “Re-certification” means that Coriant has tested Used Equipment and confirmed that it meets the applicable Coriant specifications. Re-certification may, in Coriant’s discretion, be subject to an additional charge.

“Repair Warranty Start Date” means the date on which the repaired Hardware unit is shipped from the Coriant Repair Center.

“RMA” means Return Material Authorization.

“Services” means any work Coriant performs for customer.

“Software” means the Coriant executable computer programs, firmware and other digital instructions and control data associated with a Product. Software does not include source code or proprietary design information.

“Coriant Repair Center” means the center that repairs Products.

“Used Equipment” means Product that has been purchased or otherwise obtained from parties other than Coriant or a Coriant authorized reseller.

“Warranty Start Date” means the date on which the Hardware warranty period starts. Unless otherwise specified by Coriant in writing, the Warranty Start Date is the date of original Hardware shipment from Coriant to the customer.

### **Warranty of Hardware**

Coriant and its affiliates (“Coriant”) warrant that, during the period indicated in the “Hardware Warranty Period” section of this Policy, Hardware will: (a) be free from defects in materials and workmanship, and (b) conform to the applicable Coriant specifications.

Upon receipt of defective in-warranty Hardware, Coriant (in its sole discretion) will determine if such Hardware will be repaired or replaced. Coriant will repair or replace in-warranty Hardware at Coriant’s expense, provided that Coriant determines that the Hardware (a) fails to conform with a warranty described herein, (b) is not Irreparable, (c) has been handled, installed and operated in accordance with Coriant’s specifications, operating procedures and Documentation, and (d) is received at the Coriant Repair Center within the warranty period.

Coriant may use new or factory-reconditioned parts to repair or replace defective in-warranty Hardware. All replaced parts and Hardware will become the property of Coriant. Irreparable in warranty Hardware will be returned to customer without repair or replacement.

### **Warranty Date Confirmation**

Customers may confirm the Hardware Warranty Start Date by contacting a Coriant Repair Order Management Representative and providing the Hardware serial number.

For more information regarding the repair and return process, how to contact a Coriant Repair Order Management Representative, or how to request an RMA, please see the Coriant Global Repair and Return Policy, available at <http://www.Coriant.com>

### **Decommissioning, Removing and Returning Hardware**

Customer is responsible for decommissioning, removing and returning defective in-warranty Hardware.

### **Installing and Commissioning Hardware**

Customer is responsible for installing and commissioning in-warranty repaired or replaced Hardware.

### **Freight Charges**

Customer shall ship all faulty/failed Hardware to Coriant DAP, Coriant Repair Center (Incoterms 2010). Customer is solely responsible for all freight charges associated with such shipping. Coriant will ship the repaired or replaced Hardware DAP, customer’s premises (Incoterms 2010).

### **Out-of-Box Failure**

For Hardware that fails within ninety (90) calendar days of its Warranty Start Date, Coriant will (subject to availability) ship a new replacement Hardware unit to customer at Coriant’s expense.

Customer must request an RMA and ship the out-of-box failure Hardware unit to the Coriant Repair Center. If Coriant does not receive such failed Hardware unit within sixty (60) calendar days after Coriant ships the new replacement Hardware unit, then Coriant will (a) close the RMA, (b) contact customer to obtain a valid purchase order, and (c) invoice customer for one hundred percent (100%) of the new replacement Hardware unit’s List Price.

If a new replacement Hardware unit is not immediately available, then Coriant will ship (subject to availability) a factory-reconditioned replacement Hardware unit (i.e., a like-for-like replacement that meets the Coriant minimum shippable revision level).

In either case, the replacement Hardware unit will carry the remainder of customer’s original warranty period.

Coriant will pay the following costs associated with returning out-of box failure Hardware to the Coriant Repair Center: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable shipping-related charges. Coriant’s obligation to pay the foregoing costs shall be subject to and conditional on the following:

Customer must ship the Hardware to Coriant using the Coriant provided pre-approved return kit

Local laws must allow Coriant to pay the local duties and taxes

Coriant will pay the following costs associated with shipping replacement Hardware to Customer due to out-of-box failure: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable shipping-related charges. Coriant’s obligation to pay the foregoing costs shall be subject to and conditional on the following:

Local laws must allow Coriant to pay the local duties and taxes.

### Hardware Warranty Period

Coriant Packet Optical Transport and Edge Routing Products receive the following warranty periods for Hardware in years from the Warranty Start Date:

1 year	hiT 7500 (POTS)
	7090 series (POTS)
	8100 series (Edge Routing)
	8600 series (Edge Routing)
	7610 (Encryption)
	Groove G30 (Data Center Interconnect)
2 years	hiT 7300 series (POTS)
	mTera (POTS)
	7100 series (POTS)
	8800 series (Edge Routing)

The one (1) year Hardware warranty period also applies to the Interface Card (IFC) and Interface Module (IFM) combination. If one or more separate IFMs are mounted or dismantled by an unauthorized party, the warranty for the IFMs and the IFC are void.

Cables supplied by Coriant will have a one (1) year Hardware warranty from the Warranty Start Date of the shelf or module to which the cable is attached or coming into.

### Warranty of Software

Coriant warrants that, for a period of ninety (90) calendar days from the date of shipment from Coriant, Software will substantially conform to the applicable Coriant specifications and the media on which the Software is distributed will be free from defects in materials and workmanship; provided that the Software is used on Hardware and with the system in which it was originally installed.

Coriant does not warrant that the operation will be uninterrupted or error-free. Coriant will correct substantial program errors or replace defective media at no charge, provided that the errors are reported or the defective media is returned to Coriant during the warranty period.

### Warranty of Services

Coriant Services shall be performed in a professional and workmanlike manner and conform to the applicable Coriant specifications at the time of performance of the Services. Coriant warrants its Services for ninety (90) calendar days from the date of completion of the Services. Coriant will re-perform those Services that do not conform to the applicable Coriant specifications at Coriant's expense.

### Warranty of Repaired Coriant Hardware

The warranty period for any repaired or replaced Hardware is either the remainder of the Hardware's original warranty period or a period of ninety (90) calendar days from the Repair Warranty Start Date, whichever is longer.

Out-of-warranty Hardware that is repaired will receive a new warranty period of ninety (90) calendar days from the Repair Warranty Start Date.

For in-warranty or out-of-warranty Hardware that is Irreparable, no warranty is provided.

### Warranty of Used Equipment

Coriant makes no warranty whatsoever as to Used Equipment that has not been Re-certified and re-licensed by Coriant.

Coriant warrants that Used Equipment that Coriant both Re-certifies at the Coriant Repair Center and re-licenses will conform to the applicable Coriant specifications for a period of ninety (90) calendar days from the Repair Warranty Start Date. Where system Recertification has been performed at customer's site, no warranty is provided for the Used Equipment system or Used Equipment modules in that system.

### Warranty of Non-Coriant Products

Notwithstanding any of the foregoing, third party products, hardware or software that are sold under the name of the original manufacturer will carry only the warranty of the original manufacturer to the extent the manufacturer permits. CORIANT MAKES NO FURTHER WARRANTIES RELATED TO SUCH PRODUCTS, HARDWARE OR SOFTWARE, AND THE WARRANTIES DESCRIBED IN THIS POLICY SHALL LIKEWISE NOT APPLY.

**Unauthorized Repairs**

If returned Hardware has been repaired or modified other than by Coriant, then the warranties on the returned Hardware are void. Coriant will deem the Hardware Irreparable, return the Hardware without repair and charge a handling fee.

**Unauthorized Resellers**

Coriant will not honor or provide any warranty on Hardware submitted by an unauthorized reseller for repair.

**No Trouble Found**

If an in-warranty Hardware unit is returned to Coriant and found to be No Trouble Found and the foregoing occurs three consecutive times for the same Hardware unit, then Coriant will replace such Hardware unit; provided that it has not been manufacturing discontinued.

**Additional Conditions and Exceptions**

Warranties on Products are non-transferable. Only the original purchaser-licensee of a Product may make warranty claims.

All warranties shall be void, and Coriant shall have no warranty or other liability for damages of any kind, for Product that has not been handled, installed, operated or shipped in accordance with Coriant's specifications and operating procedures, or for Used Equipment that has not been both Re-certified at a Coriant Repair Center and re-licensed, or for any other equipment contained in the system into which such Products or Used Equipment is/are installed or operated.

Warranties do not apply to consumable items, including but not limited to batteries, cables (except as expressly set forth otherwise above), and air filters.

Failure to comply with any of the terms of this Coriant Global Warranty Policy will result in invalidation of the warranty.

**Exclusion of Warranties and Limitation of Liability**

EXCEPT AS STATED ABOVE, CORIANT MAKES NO OTHER WARRANTIES FOR PRODUCTS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORIANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION CAUSED BY, PERTAINING TO OR ARISING OUT OF ANY DEFECTIVE PRODUCT OR SERVICE IS LIMITED TO REPAIR OR REPLACEMENT (AT CORIANT'S OPTION) OF THE DEFECTIVE PORTIONS OF THE PRODUCT OR RE-PERFORMANCE OF THE SERVICE DURING THE APPLICABLE WARRANTY PERIOD.

CORIANT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY AND EVEN IF CORIANT WAS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LIABILITIES. CORIANT'S LIABILITY SHALL NOT EXCEED THE NET PURCHASE PRICE OR LICENSE FEE PAID FOR THE AFFECTED PRODUCT OR SERVICE CAUSING THE DAMAGES, LOSS OR LIABILITY.

THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS WILL NOT APPLY ONLY IF AND TO THE EXTENT APPLICABLE LAW REQUIRES LIABILITY BEYOND AND DESPITE THESE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.