



Nokia Network Infrastructure Channel Partner Program

NI Care Services – Optics GX - Services Exhibit

Version 1.0

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1 Introduction

This Services Exhibit describes the Terms and Conditions for Provision of Nokia Support Services, the deliverables, Parties' respective responsibilities and other conditions applicable for the provision of Engineer, Furnish & Install (EF&I) and Care Services for the following products:

- General Released Products:
 - Optical Networks GX / Optics GX: GX (40/30/Groove),
 - Transcend,
 - ICE-x400G Optics
- Limited Released Products:
 - XTM
 - Flex ILS
 - CX
 - 7090/7300/7100
 - mTera
 - XT500
 - DTN

“Service(s)” by Nokia (“Nokia” as used herein refers to the Nokia entity accepting the applicable Order for Services) to end-customers of a Nokia-authorized partner (“End-Customer”). No obligation to provide any of the Services described herein arises unless a Purchase Order for such Service, incorporating the terms of this Service Description, has been placed by End-Customer through its Nokia-authorized partner and such Purchase Order has been accepted by Nokia. Only the Services specified in the purchase order, as accepted by Nokia, shall be provided, even though other Services may be described herein. Nokia’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this document.

Note: Terms capitalized but not defined herein shall have the meaning ascribed to them in the partner agreement between Partner and the relevant Nokia entity (“Agreement”).

2 Services Terms

Partner may purchase the following Services for the products as identified in 1. Introduction (“Products”) from Nokia under the terms and conditions set forth below.

2.1 Renewable Services.

For renewable Services, Nokia shall provide Partner with notice sixty (60) days before the expiration of the Service term and shall include a quote for the renewal of the Service due to expire. The Parties shall, on an annual basis, meet to review all Products that were added to or removed from Partner’s networks. The Parties agree that, for any renewable Service purchased by Partner, such Service shall only renew upon Nokia’s acceptance of a



valid Purchase Order. Renewals in this manner shall be invoiced in advance for the quoted coverage period.

2.2 Services True-Up.

Nokia may extend coverage to additional Products purchased from Nokia within the Service coverage period. Product added to a particular Service will be subject to a true-up calculation on a pro rata basis from the date of delivery to the Partner of the additional Product to the end of the current coverage period. The renewal quote shall include both the calculated true-up for the current period and the renewal fee for the renewal period of the additional Product to the end of the current coverage period. The renewal quote shall include both the calculated true-up for the current period and the renewal fee for the renewal period.

3 Return Material Authorization (RMA)

During the applicable Product warranty period (“Product Warranty Period”) or Software warranty period “Software Warranty Period”, Partner shall promptly notify Nokia of all potential warranty claims relating to the Product. If it is determined by Nokia that an item of Product needs to be returned, a return material authorization (“RMA”) number shall be assigned by Nokia. During the Product Warranty Period, within thirty (30) days of receipt of a returned item of Product that has a valid RMA number, Nokia shall repair or replace and, if needed, redesign, any such item (hereinafter an “item”) that is defective as to design, workmanship or materials, provided that: written notice of any defect is promptly given to Nokia upon discovery of such defect, and such notice is given to Nokia within the Product Warranty Period. Items subject to a warranty claim should be returned within thirty (30) days of the date a RMA ticket is opened for such item. Replaced items shall automatically become the property of Nokia and their replacements shall become the property of Partner or End-Customer as applicable.

4 Extended Hardware Warranty

Standard Product Warranty Period on the Products is 12 months from delivery to Partner. Partner shall have the option to purchase annual extensions (12 months) to the Product Warranty Period (the “Extended Hardware Warranty”). The fees for the Extended Hardware Warranty are calculated as a percentage of the Product Price, excluding any one-time discounts or other special incentives that Nokia may provide. The Parties acknowledge and agree that the Extended Hardware Warranty fees shall apply to all Products purchased by Partner for a specific End-Customer.

If Partner elects to discontinue this Extended Hardware Warranty and then elects to reinstate the Extended Hardware Warranty coverage after discontinuing such service, or if Partner elects to purchase the Extended Hardware Warranty at any time after the date

any Product is out of warranty, Partner agrees that it shall be obligated to pay a reinstatement fee equal to the fees that Partner would have paid under the Extended Hardware Warranty for any period of discontinuation.

5 Extended Software Warranty

Extended Software Warranty warrants licensed Software Products as listed in 1. Introduction to be free from defects in operation and function after expiration of the original Software Warranty. Extended Software Warranty service provides customers with access to the Nokia's Customer Web Portal software download area for applicable Products with entitlement to access Maintenance Releases for licensed Software, if-and-when available. Maintenance Releases contain primarily maintenance items to fix errors and defects but may also contain minor feature enhancements. Nokia Extended Software Warranty service is available as an annual service contract.

6 Software Subscription Service

Partner shall purchase an annual software subscription service (the "Software Subscription Service") for the Software. The Software Subscription Service entitles Partner to all new software releases (on an "if and when available" basis) of the Software. The Software Subscription Service shall be available to Partner on an annual basis, commencing on Software delivery. The Parties acknowledge and agree that the Software Subscription Service shall apply to all Product deployed in Partner's Nokia network, including any laboratory equipment. If Partner elects to discontinue this Software Subscription Service as set forth in section above and then elects to reinstate coverage under the Software Subscription Service after discontinuing such service, or if Partner elects to purchase the Software Subscription Service at any time after the date any Software is first delivered, Partner agrees that it shall be obligated to pay a reinstatement fee equal to the fees that Partner would have paid under the Software Subscription Service for any period of discontinuation.

The Parties acknowledge and agree that the purchase of the Software Subscription Service does not obligate Nokia to develop any future software or future release. Partner acknowledges and agrees that, with regard to any Product or Software licensed under the Agreement, the lack of a future development does not adversely affect Partner's ability to benefit from the Product or Software in a manner consistent with its intended use.

During the Software Warranty Period and during any period for which the Partner has purchased Software Subscription Services for an End-Customer, Nokia agrees to provide to End-Customer all applicable maintenance releases for software bug fixes for a release of Software purchased by Partner for that End-Customer for the shorter of: (i) two (2) years from the initial release date of the Software; or (ii) the release date for the second

Software release following such Software release. Nokia shall have the right to provide such maintenance releases of Software as part of a general release of Software; provided, however, that such provision of a Software release shall not grant the End-Customer with additional right to use licenses to any additional features included in such release. Notwithstanding anything to the contrary in the Agreement or otherwise, Nokia makes no warranty with respect to any third-party software included with the Products. Partner's, End-Customer's and (if applicable) Indirect Reseller's sole remedy with respect to such third-party software shall be pursuant to the original licensor's warranty, if any, to Partner, End-Customer and (if applicable) Indirect Reseller, to the extent permitted by the original licensor.

7 Engineer, Furnish & Install Services

If EF&I (Engineer, Furnish & Install) Services are purchased by Partner, Partner must promptly (i) complete site preparation in compliance with the installation scope of work, (ii) provide Nokia's personnel with full access to the installation sites (iii) provide Nokia information on the installation site and personnel who are familiar with the installation site.

If (i) EF&I Services are required by Partner that are outside of the agreed upon scope of work, or (ii) the EF&I Services ordered hereunder are delayed (in each case, other than by acts, omissions defaults by or the negligence of Nokia), Partner shall pay Nokia the mutually agreed charges for such additional EF&I Services or for the costs of such delay consistent with the pricing in the Partner Portal, in a written quotation, or exhibit issued by Nokia.

To the extent provided herein, the unit-based pricing matrix and scope of work covers standard EF&I services available from Nokia. These include:

- Turnkey Deployment: Site Survey and Engineering, Material Furnishing, installation and Test, Program Management
- Installation and Commissioning: Hardware Installation, Software Installation, Equipment Configuration, Program Management
- Commissioning Only: Software Installation and Equipment Configuration, System Test and Acceptance, Site and Span Commissioning, Program Management
- Fiber characterization

Scope of work will be mutually agreed between Nokia and Partner. Any prices for EF&I services may vary, depending on the actual site conditions and work required, as well as the size of the network being deployed and the schedule for the work.

8 Spares Management

8.1 General

Nokia offers three types of spares management services (“Spares Management Service”): next business day arrival (“Spares Management NBDA”), next business day ship (“Spares Management NBDS”), and four-hour arrival (“Spares Management 4Hr”), each of which requires an annual service contract with Nokia, and each of which is available only for those cities and addresses mutually agreed upon by the Parties.

After the replacement module arrives at the site, the defective module must be returned to Nokia within ten (10) calendar days. If the defective module is not returned within thirty (30) calendar days, Partner will be invoiced for the replacement module at Partner’s contracted price.

8.1.1 Spares Management Next Business Day Arrival (NBDA)

Spares Management NBDA is available in the continental United States, countries in the European Union, and other countries if requested and approved by Nokia. It provides, in the event of a hardware failure, that advanced delivery of a replacement module will arrive at the designated Partner site no later than the following business day after the Return Material Authorization (“RMA”) is issued. Nokia will provide delivery of a hardware replacement module by the next business day provided that the RMA number is issued before 2PM local time (PT in the Americas, CET in Europe). All RMAs issued after 2PM local time will be processed the next business day and arrive the following business day thereafter.

8.1.2 Spares Management Next Business Day Ship (NBDS)

Spares Management NBDS provides, in the event of a hardware failure, that advanced delivery of a replacement module will ship to the designated Partner site no later than the following business day after the RMA is issued. Shipment of the replacement module shall be initiated the next business day after the Return Material Authorization (RMA) number is issued.

8.1.3 Spares Management four-hour Arrival (4Hr)

Spares Management 4Hr is available in the continental United States, countries in the European Union, and other countries if requested and approved by Nokia. It provides, in the event of a hardware failure, that advanced delivery of a replacement module will arrive at the designated Partner site within 4 hours from the time the RMA is issued.

8.2 Assumptions and Additional Conditions

The provision of Spares Management Service by Nokia is subject to each of the following assumptions:

- If Partner elects to purchase Spares Management Service, the Service must be purchased for Partner's entire Nokia network for a specific End-Customer (excluding, for Spares Management 4Hr, Partner laboratory equipment).
- In the event Partner purchases Spares Management Service for Products following expiration of their original warranty period, it must also purchase Extended Hardware Warranty for a concurrent duration for such Products.
- If Partner purchases Spares Management NBDA, this Service shall provide next business day ship replacement service for all Partner laboratory equipment; Spares Management 4Hr shall not apply to Partner laboratory equipment.
- For Spares Management NBDS, Nokia ships the spares from a central Nokia spares hub location unless otherwise mutually agreed.
- For Spares Management Nokia shall provide the Service in accordance with an agreed schedule once the following occur: (i) Partner provides a complete list of the sites that it seeks to cover by this Service (addresses and/or GPS coordinates consistent with the delivery locations for the Product); (ii) the Parties agree on the list of sites to be covered by this Service; and (iii) Nokia accepts a Purchase Order for the Spares Management Service.

8.3 Partner Responsibilities.

Partner shall be responsible for each of the following:

- Provide Nokia with a complete listing of all Products covered by Spares Management Service, including serial numbers, in order to properly establish and track Service entitlement.
- Provide a site identification or site contact number.
- Ensure that authorized staff for operation and maintenance is available during the entire support period to provide Nokia with information (e.g., model, serial number, current failure symptoms, etc.) upon request.
- Promptly notify Nokia of any additions, changes and relocations of equipment covered under this Service.

8.4 Exclusions

The following items and conditions are excluded from the Spares Management Service:

- Defects or malfunctions caused by:
 - Failure of Partner to follow Nokia's installation, operation, or maintenance instructions.
 - Failure of Product caused by third-party products.
 - Abuse, misuse, or negligent acts of personnel not contracted by Nokia.
- Consumable items that are not under maintenance support coverage or items that are otherwise excluded from the Field Replaceable Unit (FRU) list.

9 First Line Maintenance – 4 Hour Engineer Arrival

9.1 General

First Line Maintenance – 4 Hour Engineer Arrival Service (“FLM”) provides an on-site technical support engineer (“TSE”) to remove a defective FRU and install its replacement, or to facilitate fault isolation that cannot be performed remotely. The TSE will arrive at the Partner site within 4 hours of Nokia’s confirmation that a dispatch is required. This Service is available 24 hours a day, 7 days a week, 365 days a year (24x7x365) on a basis.

9.2 Scope of Service

FLM includes the following:

- Obligation for the TSE to arrive at the designated Partner site within 4 hours after the site dispatch request is confirmed and initiated by Nokia.
- Note that FLM is available only for those cities and addresses mutually agreed upon by the Parties.

9.3 Assumptions and Additional Conditions

- Replacement FRUs are not included with this Service. However, the above Service can be combined with the purchase of an Nokia Spares Management Service.
- Nokia shall provide FLM in accordance with an agreed upon schedule once the following occur (i) Partner provides a complete list of the sites that it seeks to cover by this Service (addresses and/or GPS coordinates consistent with the dispatch locations for the TSE); (ii) the Parties agree on the list of sites to be covered by this Service; and (iii) Nokia accepts a Purchase Order for FLM.
- The determination as to whether or not the dispatch of a TSE is necessary will be made by Nokia.
- FLM must be purchased for Partner’s entire Nokia network for a specific End-Customer.

9.4 Partner Responsibilities

- Provide Nokia with a complete listing of all Products covered by this Service, including serial numbers, in order to properly establish and track Service entitlement.
- Provide the TSE with a site identification badge and on-site Partner staff contact information.
- Ensure that authorized staff for operation and maintenance is available during the entire support period, to provide Nokia with information (e.g., model, serial number, current failure symptoms, etc.) upon request.

- Notify Nokia of any additions, changes and relocations of equipment covered under this Service.
- Provide the replacement FRU to the TSE at site, unless a Spares Management Service is purchased.

10 Additional Services

From time-to-time Nokia may provide additional services to Partner (“Professional Services”). Professional Services may include, but are not limited to, Services set forth below.

- Network Operation Center (NOC) Management
- Dedicated Engineering Service(s)
- Network Auditing / Network Assessment Service
- Migration Services
- Software Consulting Services
- Custom Scope Based Services performed in accordance with and at a price set forth in a mutually agreed and signed scope of work. Sample scopes of work available upon request.

Generally, the prices set forth for Professional Services may vary, depending on the actual circumstances of site location/conditions and the level/scope of potential work required.

11 Technical Assistance Center Support Service

11.1 Technical Assistance Center (TAC)

Nokia provides a technical assistance center (“TAC”) to assist Partner in obtaining a quick response to network faults or troubleshooting questions. TAC support is a standalone Service purchased separately or as part of a maintenance and support bundle. TAC service is a pre-requisite for the purchase of other support and maintenance services. If Partner purchases TAC Service, the Service must be purchased for all Products in Partner’s Nokia network for which support is available for purchase. The TAC logs and tracks trouble tickets for reported faults, and are available 24 hours per day, 7 days per week, every day of the year (24x7x365).

- Direct main HQ TAC number: 1.408.572.5288
- Direct toll-free number in the United States:+1 800-443-5555
- Email: techsupport@infinera.com

11.2 TAC Incident and Escalation Procedures

11.2.1 Incident Classification Levels

With respect to the terms utilized in Table 1. Performance Objectives., the following definitions shall apply:

- **“Initial Response”** is achieved when Partner speaks with the appropriate Nokia technical support engineer. The measurement of Initial Response time does not apply when a Partner call is related to a previously reported case.
- **“Service Restoration”** is achieved when Nokia provides Partner with a workaround that restores service and that can be used by Partner with minimal inconvenience or impact on Partner’s business operations. A workaround may include a temporary fix and/or operational advice.
- **“Resolution”** is achieved when Nokia provides a permanent solution or Nokia and Partner mutually agree to close the case.

11.2.2 Care Severity Levels

Case severity levels are classified according to TL9000 quality management system. Severity level determines the priority and escalation process for the case.

There are three classifications of severity level regarding technical issues with the Product: Critical, Major and Minor. Nokia also uses the classification “Inquiry Case” to designate the severity level for operational questions.

- **“Critical”** means conditions that impact End-Customer service. Critical cases require non-stop immediate corrective action regardless of time of day or day of the week because of the business impact to the End-Customer, such as:
 - Loss of network connectivity or function with End-Customer service impact
 - Sustained loss of network management and control
 - Loss of emergency capability
 - Safety hazard or risk of security breach
- **“Major”** means Product is useable, but a condition exists that impairs Product operation, maintenance or administration or results in deviation from expected network performance. The condition is not critical to overall End-Customer operations and does not severely restrict such operations.
 - Major cases include reports of service disruption that auto-corrected or otherwise mitigated
 - Requests for technical assistance to support new service provisioning or turn-up deemed business critical
- **“Minor”** means problems that are non-service affecting with little or no impairment to Product function. This category is also assigned to “Reason for Outage (RFO)” report requests.
- **“Inquiry”** is assigned to informal requests or questions not associated with a suspected problem or Product defect or requested enhancement.

Nokia shall exercise continuous and uninterrupted efforts, twenty-four (24) hours a day, seven (7) days a week, to achieve Service Restoration for any Critical incidents as soon as possible after they are reported by End-Customer. For all other cases Nokia strives to meet and where possible exceed the performance objectives shown in Table 1. Performance Objectives.

Table 1. Performance Objectives.

Case Classification	Availability	Initial Response	Service Restoration	Resolution
Critical	24x7x365	Immediate response (15 minutes or less) Nokia TAC coordinates all necessary resources, with continuous effort until service is restored.	Four (4) hours	Resolution will be tracked under a corresponding Major or Minor case** once Service Restoration is achieved
Major	Business Days*	Rapid response (one hour or less)	If workaround is possible, it will be provided as soon as possible but no longer than one (1) Business Day*	As soon as possible but no longer than 30 Business Days*
Minor	Business Days*	Response as soon as possible but no later than next Business Day*.	Not Applicable	As soon as possible but no longer than 180 Business Days*
Inquiry	Business Days*	Response as soon as possible but no later than next Business Day*.	Not Applicable	As soon as possible

* “Business Days” are defined as Monday through Friday during normal business hours as generally defined in the applicable country or region excluding Nokia recognized holidays

** Determination based on the effectiveness of the workaround

11.2.3 Important considerations

- Case resolution requires an exchange of information between Nokia and Partner. Nokia understands it may not always be possible to respond immediately, however timely response is expected. If more than two weeks elapse with no Partner response to several communication attempts from Nokia about a case, Nokia reserves the right to close the case.
- Achievement of performance targets may be impacted for reasons beyond Nokia’s reasonable control and exclude time introduced by Partner delay.
- If Partner is planning change activity, such as a software upgrade, informing Nokia in advance will allow Nokia Global Technical Support to plan appropriate resource availability to assist should a technical problem arise during the planned activity.
- Service Level Targets do not apply to Products that are past the End of Support (EOS) date. Nokia will use commercially reasonable efforts to respond, restore, and resolve cases for EOS Products.

11.2.4 Escalation of Unresolved Cases with Nokia.

The Nokia management escalation process is intended to notify and brief various levels of management about customer critical situations. Table 2. Escalation guidelines below explain the guidelines followed by Nokia for management escalation.

Table 2. Escalation guidelines

Case Severity	Escalation Guideline
Critical	<p>Upon Partner’s report to Nokia of the existence of a Critical case, Nokia shall immediately notify Nokia’s Tier 3 Support and any additional Nokia personnel as deemed appropriate. If sufficient progress towards Service Restoration has not been achieved within one hour following Partner report of a Critical case, Nokia Global Technical Support shall, depending on the nature of the case, notify Nokia’s Vice President of Global Services Service & Support and Vice President of Product Engineering (or equivalent roles).</p> <p>If sufficient progress towards Service Restoration has not been achieved within two hours following Partner report of a Critical case, Nokia shall, depending on the nature of the case, notify Nokia’s Chief Operations Officer.</p> <p>Any Nokia management personnel so notified shall be kept informed of progress until Service Restoration is achieved.</p>
All other case Severities	Escalation at the discretion of Global Technical Support based on the circumstances of the case

The Nokia Global Technical Support organization can deviate from this general guideline based on the circumstances of any given case.

If at any time Partner is concerned about the progress of a case, Partner has the right to bring its concerns to its assigned account team or to the Nokia Global Technical Support management team. Management escalation contact information can be found online in the Nokia Customer Portal: <https://www.Nokia.com/technical-assistance-center/>

11.2.5 Reviews

As part of its ongoing support services, Nokia may provide operational reviews and service reports as mutually agreed.

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