

## Nokia Channel Partner Program

### Additional Terms for Instant Bandwidth Products

#### General.

Products sold on an Instant Bandwidth basis are subject to the additional terms set out in this document. Instant Bandwidth Products initially come with a license to use only a portion of the overall capacity of the Product. Where the End-Customer wishes to use the Instant Bandwidth Product for additional capacity it must purchase additional bandwidth licenses. There is a commitment placed on the End-Customer to purchase additional licenses within one year of initial shipment of the Instant Bandwidth Product.

**1 Program Summary.** The Instant Bandwidth Program (“Program”) enables Partners to pre- deploy 500Gbps for CX Products, or 1200 Gbps for CX2 Products, of bandwidth on a network link and then provision bandwidth in 100G increments as needed through the purchase of licenses for its End-Customer. The Nokia specific Products eligible for this program are: (i) CX-xxxE-500SB/CX-100E-500FB (“CX Products”); (ii) CX-100E-1200FB-Cn (“CX2 Products”); (iii) the AOLx-500, A/SOLx2-500, and A/SOFx-500 line modules (“A/SOxy[2]-500B”, “A/SOxy[2]-500P”); (iv) XT-500SB/XT-500FB (“XT-500B”); (v) “XT(S)3300-YB”, “XT(S)33xx-YBT”, “XT(S)33xx-YP”; (vi) “XT(S)36xx-YB”, “XT(S)36xx-YP”; (vii) “A/SOFx-1200YB”, “A/SOFx-1200YP”; and (viii) “CHM6(S)B”, “CHM6(S)P”, (individually and collectively, as applicable, the “IB Product(s)”). (and together with CX and CX2 the “IB Products”).

- a. **IB Products with Initial Capacity:** IB Products containing “B” suffixes in the PON name listed on Nokia’s quote have a specified amount of licensed bandwidth usage included within the purchase price of such IB Product. Usage of the IB Product for additional bandwidth requires the purchase and issuance of an IB License for a specified amount of additional bandwidth.
- b. **IB Products with no Initial Capacity:** IB Products with “P” suffixes in the PON name have no bandwidth included within the purchase price and require the purchase and issuance of an IB License for a specified amount of bandwidth to use the Product. A minimum of one (1) license is required to be made with the purchase of any IB Product. In the case of CHM6P or CHM6SP, the minimum Initial Capacity requirement to be purchased with the purchase of such hardware Product is:
  - i) Two (2) Long Reach (LR) 100G licenses,
  - ii) Three (3) Intermediate Reach (IR) 100G licenses, or
  - iii) Four (4) Short Reach (SR) 100G licenses.

**2. Program Requirements:** To participate in the Program, Partner agrees:

- a. **Network Management:** To ensure the End-Customer uses a compatible version of Infinera Digital Network Administrator (DNA) to manage the network. This is not required for (i) the CX Products or CX2 Products, for which the Infinera License Manager (ILM) can be used in place of DNA, and (ii) the G40 and CHM6 as well as any future Product that would apply, for which Infinera Network Insight (NI) must be used;
- b. **Purchase Commitment:** End-Customer is required to purchase an additional IB License(s) to meet their purchase commitment for each IB Product purchased per the following schedule:
 

Within twelve (12) months from the date of shipment of IB Products, licenses purchased must total no less than the following capacities:

  - (i) 200G for CX Products, A/SOxy[2]-500B, A/SOxy[2]-500P, or XT-500B,
  - (ii) 500G for CX2 Products,
  - (iii) 400G per A/SOxy-1200YP, XT(S)33xx-YP, and XT(S)36xx-YP.



In the case of CHM6P or CHM6SP, Purchase Commitment is equivalent to two times the minimum Initial Capacity requirement, thereby requiring the additional purchase of

- (iv) Two (2) Long Reach (LR) 100G licenses,
- (v) Three (3) Intermediate Reach (IR) 100G licenses, or
- (vi) Four (4) Short Reach (SR) 100G licenses.

If Purchase Commitment has not been met as per the schedule outlined above, Nokia will deliver such IB License and invoice Partner for such License. Such invoiced amount is due and payable per the payment terms set forth in the Agreement.

**3. Instant Bandwidth Licenses.** IB Licenses are used to enable incremental bandwidth on IB Products. The IB Licenses represent a right-to-use for incremental bandwidth on IB Products and are specific to the Instant Bandwidth hardware type. IB Licenses enable the IB Products to be used for a specified amount of incremental line-side bandwidth and are issued electronically with unique serial numbers for tracking purposes. IB licenses for CHM6B and CHM6P products may be transferred between products of the same type. IB licenses for other products are non-transferable unless otherwise indicated in the PON description in Nokia's quote.

**4. License and bandwidth entitlement reviews.** Partner agrees to perform quarterly license/bandwidth utilization reviews to confirm compliance with the Program and the IB License terms ("NI Report"). The report shall be reviewed mutually between Partner and Nokia to agree to any corrections. Partner agrees to send the NI Report quarterly to Nokia by uploading the same to the NI portal. Partner shall purchase additional licenses within thirty (30) days of the first report of bandwidth usage beyond the licensed level ("Extra Usage Event"). In the event of repeated Extra Usage Events, the Parties agree that Nokia may invoice Partner and Partner will immediately purchase all of the Licenses necessary to meet the bandwidth utilized in the IBW Link and fully fill the remainder of the line modules on the breaching Link.

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

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

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