

Product-Specific Annex

Instant Bandwidth (NI Optical CX-CX2 Products) Program

This Annex for Instant Bandwidth business model (“Instant Bandwidth”) is part of the Agreement between the Nokia entity and the Customer identified in the applicable Quotation and is effective as of the date of the last signature of the Agreement including this Annex or, where incorporated by reference via a Quotation, the date of Nokia’s acceptance of Customer’s Purchase Order in response to such Quotation, and specifies the terms and conditions applicable to Instant Bandwidth, in addition to the General Terms, when such business model is proposed by Nokia as a specific program.

This business model is an alternative way to address the offering for sale and sale of certain **Nokia NI Optical CX-CX2 Products**, as those are identified as “IB Products” in the “Program Summary” below.

1 Program Summary. The Instant Bandwidth Program (“Program”) enables Customer to pre-deploy bandwidth through the purchase and deployment of hardware on a network link and then provision bandwidth as needed up to the total specified capacity of the hardware through the purchase of licenses for such hardware. In more details, to pre-deploy 500Gbps for Nokia CX Products, or 1200 Gbps for Nokia CX2 Products of bandwidth on a network link and then provision bandwidth in 100G increments as needed through the purchase of licenses.

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) “CHM6/7(S)B”, “CHM6/7(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 CHM6/7P or CHM6/7SP, 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, Customer agrees:

- a. **Network Management:** To use a compatible version of Nokia Digital Network Administrator (DNA) or TNMA to manage the network. The Nokia Quotation may also clarify the cases in which this will

not be required, such as for the (i) the CX Products or CX2 Products, for which the Nokia License Manager (ILM) may be used in place of DNA/TNMS, and (ii) the G40 and CHM6/7 as well as any future Product that would apply, for which Nokia Network Insight ("Network Insight") software must be used.

- b. **Purchase Commitment:** to purchase an additional IB License(s) to meet their purchase commitment – as specified in the Nokia Quotation - 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 CHM6/7P or CHM6/7SP, 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 Customer 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-CHMB7B and CHM6P-CHM7P 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 Quotation.

4. License and bandwidth entitlement reviews. Customer agrees to perform quarterly license/bandwidth utilization reviews to confirm compliance with the Program and the IB License terms ("Network Insight Report"). The report shall be reviewed mutually between Customer and Nokia to agree to any corrections. Customer agrees to send the Network Insight Report quarterly to Nokia by uploading the same to the Network Insight Portal as it will be indicated by Nokia. Customer 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 Customer and Customer 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 Network Insight Upgrade Obligation. IQNOS, IQC, DNA and Network Insight software, or any other software indicated by Nokia in the quotation, is used to manage the use and

management of IB Licenses on IB Products and nodes. Customer will 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, Customer and Nokia shall meet and agree upon a reasonable timeframe after which Customer shall 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.