

Product-Specific Annex

Wave Suite

This Annex for Wave Suite Software Product and WaveSuite Functional Capabilities ("Wave suite") 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 Wave Suite Software and WaveSuite Functional Capabilities is provided by Nokia under the Agreement in addition to the General Terms and the non-conflicting terms of the Standard Terms for Software.

1. Definitions

"Customer Operated Network" means the Customer optical network based on Nokia optical terminal equipment and photonic line systems or multivendor optical terminal equipment or photonic open line systems.

"Capacity Increments" means increments (numbers) of 100Gbit of equivalent coherent line port units within the installed base of *Customer's Operated Network*, used to identify the total amount of Licensed Capacity purchased by Customer in respect to a purchased Wave Suite Functional Capability, both in the original and subsequent Purchase Orders.

"Subscription Period" means the time period (expressed in years) during which a Wave Suite Functional Capability can be used by Customer according to this Annex as indicated in the corresponding Quotation and Purchase Order.

"Wave Suite Software": means Software developed and/or licensed by Nokia from third parties which includes certain Software automation capabilities that can support functions to manage, automate optimize, operate, and monetize the network operations lifecycle of Customer's Operated Network.

"Wave Suite Functional Capabilities"

(hereinafter also referred to as "Wave Suite Functional Capability") means the enabled capabilities within the Wave Suite Software that the Customer may decide to purchase from Nokia, activate (via a License Key provided by Nokia) and use in its Operated Network; the Wave Suite Software Functional Capabilities offered by Nokia are listed in a separate document provided by Nokia in the Quotation and are composed by the "Manage Standard Functional Capability" and the "Optional Automation Capabilities".

"Wave Suite Functional Capability Releases" means new Feature releases associated with upgrades of any purchased Wave Suite Functional Capability developed within the product lifecycle meant for both general availability and made available by Nokia as part of any purchased Wave Suite Functional Capability during the Subscription Period. Wave Suite Functional Capability shall also mean pre-general availability that can be trialed by the customer on a limited term basis before moving to purchasing a full subscription.

2. USE OF WAVESUITE

2.1 WAVESUITE SOFTWARE FUNCTIONAL CAPABILITIES: Subject to Customer's compliance with the terms of the Agreement, and upon Nokia's receipt of full payment of the applicable Fees, Nokia grants Customer a nonexclusive, non-transferable, non-sublicensable, limited license and right to install and use the WaveSuite Software and each WaveSuite Software Functional Capability purchased solely in connection with (a) Customer's Operated Network and (b) for Customer's processing of data originating from its business operations, and (c) own internal operations.

3. LICENSE PERIOD, LICENSED CAPACITY AND INCREMENTS

3.1 Subscription Period: Any WaveSuite Software License to use a WaveSuite Software Capability, the Documentation License, shall be valid only for the term defined in the Quotation ("Subscription Period") and is a term-based License. Customers may purchase a term-based license for WaveSuite Software Capability for any period between one year and ten years.

3.2 Upon the end of the Subscription Period (except for the Manage Standard WaveSuite Functional Capability) as purchased by Customer, the Right to Use such WaveSuite Functional Capability expires, and Customer agrees to cease to use the Optional Automation Capabilities and Documentation. For the sake of clarity, the expiration of the Subscription Period of any WaveSuite Functional Capability shall not impair the right to use Manage Standard WaveSuite Functional Capability or inhibit the operations of the Customer's Operated Network and that shall continue for an indefinite period.

3.3 License renewals of the Term Based WaveSuite Functional Capability License
A WaveSuite Software Capability may be renewed with the same scope of WaveSuite Functional Capability for the same or a different time period as the original Subscription Period, following a new Quotation issued by Nokia and a Purchase Order issued by Customer and accepted by Nokia.

3.4 Capacity Increments: Customer shall not use or consume more Licensed Capacity than specified in a Quotation and in an accepted Purchase Order. Customers' failure to timely submit a new Purchase Order for a Capacity Increment in any WaveSuite Functional Capability subscription shall reserve to Nokia the right to block operations that aim to consume this new additional license capacity (e.g. adding new nodes, etc.). Quantities and features of Licensed Capacity purchased cannot be decreased or scaled down by Customer.

3.5 Expiration of a Subscription Period In the event that a Subscription Period of any Wave Suite Functional Capability expires with failure of the Customer to submit a new Purchase Order to renew, if the Parties fail to reach agreement on a new scope and terms and conditions for any Wave Suite Software Capability and Fees, or if Customer is ceasing to pay, the following will apply:

- a) Customer right to use Manage Standard Capability to operate Customer's Operate Network shall continue for an indefinite period but, for the sake of clarity, without the right or the possibility to upgrade to any new release of any Wave Suite Software Capability.

- b) Customer does no longer has right to use any other Wave Suite Functional Capabilities (any of the Optional Automation Capabilities).

4. DELIVERY AND ACCEPTANCE OF LICENSED WAVESUITE FUNCTIONAL CAPABILITY AND RELEASES

4.1 Delivery: Delivery of the Wave Suite Functional Capability should be considered complete when Nokia provides Customer with a License Key (together with a delivery certificate).