



Nokia

Standard Customer/Technical
Support Services



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Statements of Work

1 Introduction

This Statement of Work ("SOW") describes the deliverables, the Parties' respective responsibilities and other conditions applicable for the provision of Care Services ("Service(s)") by Nokia of America Corporation ("Nokia") for Customer, _____ ("Customer"). Performance of the Services described in this SOW shall be governed by the terms of NASPO Participating Addendum No. 5014928 between Nokia and Customer ("Agreement"). No obligation to provide any of the Services described herein arises unless an order for such Service, incorporating the terms of this SOW, has been placed by Customer and accepted by Nokia. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein. Nokia's performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this SOW.

2 Software Support Service

2.1 Service Description

Service consists in providing remote support within the agreed response times for the Supported Products. Support, by way of example: Answering product-related questions, troubleshooting assistance, providing diagnostic procedures, investigating suspected software defects and remedying errors and malfunctions providing access to Patch- and / Maintenance- Releases as may become available.

For situations where part or all the network's functionalities are not available, the Service offers fast restoration of Customer's end-user services or network equipment for Supported Products, including investigation, troubleshooting and continuous remote support by Nokia's experts until the functionality is restored.

2.2 Deliverables

Nokia Deliverables
Online access to product specific customer support content of the nokia.com web-site. Online content may include technical product support information, subscription services, and other facilities, all provided in English language.
Online access to Patch Releases, or Maintenance Releases for Supported Products, when available, and according to the life-cycle defined for each Supported Product.
Online access to Release documentation, describing improvements, minor enhancements, fault corrections as well as standard installation instructions and procedures for Patch Releases or Maintenance Releases in electronic format.
Provide Customer access for opening Ticket Requests, according to agreed service level.
Confirmation of Customer's Ticket Requests

Nokia Deliverables

Troubleshooting of problems, via phone, or virtual private network, down to Supported Products component level, or sufficiently to exclude Supported Products as the root cause.

In the event of service disruption, providing support via phone, or virtual private network for restoring Supported Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible.

Provide solutions to problems by providing software and/or procedural workarounds, where feasible.

Provide in case of material performance-affecting errors or malfunctions in the Software, corrective action to restore product performance. Such corrective action may, at the sole discretion of Nokia, initially include temporary patch changes followed by further modification of the Software to achieve removal of such material errors or malfunctions.

Provide answers to technical queries and requests for information, relating to operational problems experienced by Customer in its daily network operations and maintenance.

2.3 Supported Products and Software

This Service is:

- i) Intended for Supported Products deployed in a commercial communications network and
- ii) Provided for issues detected in said Supported Products that are demonstrable in the currently supported releases of Software, running unaltered, and on an appropriate run-time-environment as specified by Nokia.

Coverage may be extended to Supported Products used in Customer's own lab for testing purposes before and during commercial use in Customer's network. In such events, Service will be provided during normal Business Hours without regard to the Support Level applicable to Customer's other Supported Products and subject to any specific Non-Production Targets set out in section Service Delivery Targets and Service Hours.

Supported Software releases are defined by the life-cycle specific for each Supported Product or product line.

This Service covers Supported Products:

- Installed and integrated by Nokia, or
- Installed by Customer and certified by Nokia, or
- By Customer trained by Nokia.

In general, software corrections are provided either in a scheduled Maintenance Release or in the next Feature Release under development. Decisions of which versions of software will be updated, and whether to include a correction in a Maintenance Release as opposed to including it in the next Feature Release, rests in Nokia's sole discretion.

2.4 Service Levels

Service Level defines the service delivery targets and in addition, the Service Hours and service access methods available to Customer. All requests for assistance from Customer are considered as Ticket Requests.

2.4.1 Ticket Request Classification

To classify a request, Nokia technical support personnel will confirm with Customer the impact of the reported problem to determine an appropriate classification ("TR Classification"). Where the parties disagree on the classification of a particular reported problem, Customer and Nokia technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event the parties are unable to reach agreement on the classification, Nokia reserves the right not to consider the reported problem in the overall SLA performance targets.

Severity definitions for a Ticket Request

Critical	Severity Critical issues are conditions under which a software/feature is inoperative and Customer's inability to use the licensed product/service has a critical effect on Customer operations. These are conditions that severely affect the primary functionality of the product such as: ▪ Product inoperability ▪ A significant reduction in the performance, i.e., traffic/data handling capability, such that designed-for loads cannot be handled ▪ Any loss of emergency capability (e.g. emergency calls, duplex failure) ▪ Safety hazard or risk of security breach. Due to the business impacting nature a Critical issue requires non-stop immediate corrective action until restoration, regardless of time of day or day of the week.
Major	Severity Major issues are conditions under which a software/feature is partially inoperative but is still usable by the Customer. The product is usable, but a condition exists that seriously degrades the product operation, maintenance or administration, etc., and requires attention during pre-defined standard hours to resolve the situation. The urgency is less than in critical situations because of a lesser immediate or impending effect on problem performance, customers and the customer's operation and revenue such as: ▪ Reduction in product's capacity (but still able to handle the designed-for load), i.e. simplex failure (loss of redundancy) ▪ Any loss of administrative or maintenance visibility of the product and/or diagnostic capability ▪ Repeated degradation of an essential component or function ▪ Degradation of the product's ability to provide any required notification of malfunction.
Minor	Severity Minor issues are conditions under which a software/feature is usable by the Customer, with limited impairment on the function(s) of the system. The condition is of a lesser severity than Critical or Major and is not critical to overall customer operations and does not restrict such operations. By default, all issues occurring on non-production environments should be registered as incidents with minor priority, unless stipulated otherwise in the customer contract.
Information Request	An Information Request is any product/technology related question that is not related to a reported problem with the Nokia product or technology. The answer to the question is the resolution for an information request, not the resolution of the underlying problem.

Please note that for MN and NSW Core products Critical Incidents require entitlement for Emergency Service.

2.4.2 Service Delivery Outcomes

The following outcomes of the service delivery are to be used in assessing Nokia's service performance. These are the definitions for the Service Delivery Outcomes. The service delivery targets in the "Service Delivery Targets and Service Hours" section indicates the SLA.

Initial response (Critical)	Nokia's service engineer attempts to contact Customer, typically via phone after initially reviewing the case.
Initial response (all others)	Response sent by Nokia's service engineer after initially reviewing the case. The information communicated in the Initial Response typically includes the name of the contact person who will be handling the matter, the case identification details, a determination of the severity classification of the case, and possibly any requirements for additional information needed from the Customer about the nature of the reported problem.
Restoration	Neutralization of the impact of Customer's end-user services or network equipment in the event of service disruption, where either part or all the network's functionalities are not available.
Temporary Solution	A temporary measure implemented to manage a problem and is intended to minimize harmful effects until a permanent solution can be implemented. A Temporary Solution may include operational advice or a modification and is measured from time Nokia communicates the availability of a Temporary Solution to the Customer.
Solution	A procedural solution, or modification, or answer to address a problem is made available to Customer. If the Solution is for a SW defect, the target shown is when the Software package that corrects the reported problem is made available.
Solution (Information Request)	A clarification and qualified answer to the question, containing information related to operational problems experienced by Customer in its daily network operations and maintenance activities.

Please note that for **MN** and **NSW** Core products Critical Incidents require entitlement for Emergency Service.

2.4.3 Access Methods

Customer's access to Service are as follows:

Service	Access to Service
Critical	24/7, phone
All Other	24/7, phone, email, web

2.4.4 Service Delivery Targets and Service Hours

The following Targets shall apply to service outcomes in response to a Ticket Request within the scope of Service:

ION Products and Services

PRODUCTION ENVIRONMENTS

Service Level: Gold – ION Products

Service Product	Severity	Initial Response 1)	Restoration 2), 3), 4)	Temporary Solution	Solution
Technical Support	Critical	15 M	4 H	NT	30 CD
	Major	1 H	12 H		45 CD
	Minor	4 H	Not applicable	Not applicable	120 CD
	Information Request	4 BH			4 BD

Service Level: Bronze – ION Products

Service Product	Severity	Initial Response 1)	Restoration 2), 3), 4), 5)	Temporary Solution	Solution
Technical Support	Critical	4 BH	NT	NT	NT
	Major	NBD			
	Minor	NT	Not Applicable	Not Applicable	
	Information Request	NT			

NON-PRODUCTION/LAB Environments

This table applies to any Service Level above for Non-Production environments.

Service Product	Severity	Initial Response	Restoration	Temporary Solution	Solution
Technical Support	Critical	4 BH	Not applicable	Not applicable	NT
	Major	8 BH			
	Minor	NBD			
	Information Request	NBD			

General Notes:

- Service delivery performance target is 92 (ninety-two) percent
 - Performance is calculated by using a rolling average over 12 (twelve) months as follows:
 - For all outcomes, due within a calendar month:
(closed within the calendar month / due within the calendar month) x 100%

Specific Notes (referenced in table):

1- Critical Ticket Requests can only be opened by phone. For Major and Minor Ticket Requests opened via the web, 5 minutes will be added to all Respond targets submitted via Nokia's on-line web form. For Major and Minor Ticket Requests sent to Nokia via email, 60 minutes will be added to all Respond targets.

2- Restore targets only apply to outage conditions (service or functionality) that can be entirely neutralized remotely. If an on-site intervention is necessary, the travel time to arrive at Site is added to the Restore time target or discounted from the Restore interval. Additional fees may apply.

3- Target does not apply when Supported Products are not installed in redundant configurations, if available.

4- If Customer requires a service window (i.e. scheduled downtime of the network) to address a reported problem, the scheduled interval will not be included within the Restore time, since during the scheduled period Nokia cannot perform activities.

5- For **Deepfield** products(i) Targets do not apply in circumstances where traffic or data sources (routers, switches, etc.) from Customer's network exceeds the agreed-upon limits or origins. For **Nuage** products(ii) Targets only apply where an LLD (Low-Level Design) or High-Level Design (HLD) document is provided in advance to Nokia's Service team prior to Service commencement.

6- For **Deepfield** products(i) Targets for Critical and Major do not apply in circumstances where traffic or data sources (routers, switches, etc.) from Customer's network exceeds the agreed-upon limits or origins. For **Nuage** products(ii) Targets for Critical and Major only apply where an LLD (Low-Level Design) or High-Level Design (HLD) document is provided in advance to Nokia's Service team prior to Service commencement.

Note (i) including but not limited to Deepfield Core, Deepfield Cloud Intelligence, Deepfield Defender, Deepfield Service Intelligence, Deepfield Subscriber Intelligence, Deepfield Internet Genome

Note (ii) including but not limited to Virtual Network Service, 7850 NSG (Network Service Gateway), 210 WBX, VSP (Virtual Services Platform), 7850 VSG (Virtual Services Gateway), 7850 VSA (Virtual Services Aggregator), as well as all software license types.

Mobile Networks Products and Services

Service Level: Gold

Service Product	Severity	Initial Response 1)	Restoration 2), 3), 4)	Temporary Solution	Solution
Emergency Support Service	Critical	15 M	4 hours	2 BD	30 CD
Software Maintenance Service	Major	1 BH	Not applicable	7 CD	60 CD
	Minor	8 BH		Not applicable	120 CD
	Information Request	4 BH			3 BD

Service Level: Bronze

Service Product	Severity	Initial Response 1)	Restoration 2), 3), 4)	Temporary Solution	Solution
Emergency Support Service	Critical	15 M	1 BD	5 BD	90 CD
Software Maintenance Service	Major	4 BH	Not applicable	Not applicable	180 CD*
	Minor	3 BD			NT*
	Information Request	2 BD			14 CD

*typically, upcoming Feature/Maintenance Release scheduled for the product.

Service delivery performance target is 90 (ninety) percent. Performance is calculated by using a rolling average over 12 (twelve) months as follows:

For all outcomes, due within a calendar month:

(closed within the calendar month / due within the calendar month) x 100%

Please note that Remote Access to impacted systems in the network is mandatory to be able to effectively investigate and provide a Restoration, Temporary Solution or Solution delivery within agreed time periods.

Please note that Service delivery performance target for lab/non-production Support Tickets are not applicable.

Specific Notes (referenced in table):

1- Critical Ticket Requests can only be opened by phone. For Major, Minor Ticket Requests or Information Request can be opened via the web, 5 minutes will be added to all Respond targets submitted via Nokia's on-line web form. For Major and Minor Ticket Requests sent to Nokia via email, 60 minutes will be added to all Respond targets.

2- Restore targets only apply to outage conditions (service or functionality) that can be entirely neutralized remotely. Customer personnel is required to be on-site during restoration.

3- Target does not apply when Supported Products are not installed in redundant configurations, if available.

4- If Customer requires a service window (i.e. scheduled downtime of the network) to address a reported problem, the scheduled interval will not be included within the Restore time, since during the scheduled period Nokia cannot perform activities.

If on-site intervention is required to resolve a hardware problem (e.g., replacing a faulty Supported Products), the Restore/Restoration target is temporarily suspended during that time period. It will restart once the hardware problem is corrected (e.g., a new or repaired Supported Products is installed in the network).

2.4.5 Service Delivery Targets and End of Life

If Customer requires Remote Technical Support under this SoW for a Supported Product for which the Feature Release or Maintenance Release is at end-of-life, Nokia will redirect the service request to Life Extender Service if Customer has purchased such support; otherwise, the service request may be rejected because the service level defined in this SoW is not applicable to end-of-life product releases. If Nokia does accept the service request under this SoW, the SLA tables of the Supported Product in this SoW shall not apply to the service response provided by Nokia and any actions taken to provide Remote Technical Support shall be conducted with no service performance targets.

2.5 Share of Responsibilities

Customer Responsibilities

Ensure that only submitters that are trained by Nokia on Operations and Maintenance of the Supported Products are entitled to report a Ticket Request. Customer shall keep updated and shared with Nokia both the list of entitled submitters and modifications to escalation chains.

Ensure availability of employees which are trained by Nokia on Operations and Maintenance of the Supported Products to assist Nokia's personnel. This may include, without limitation, assistance in performing additional tests, and gathering additional information.

Ensure that the Supported Products are, over time, installed, configured, operated, administrated and maintained in accordance with Nokia's applicable installation, configuration, operation, administration, and maintenance specifications.

Ensure the implementation of all software updates, firmware updates and hardware changes required by Nokia within a reasonable time.

For the Supported Products, Customer shall provide its own means to install fixes, patches, and updates, as and when made available by Nokia.

Maintain a procedure external to the software programs for regular back-up (software, configuration) and for reconstruction of lost or altered files, data, and/or programs.

Customer Responsibilities

Ensure that adequate resources are made available to Supported Products, as defined in Supported Products' documentation. In case of a software only product, the resources include, but are not limited to, CPU, memory, I/O bandwidth, storage and network communication response times.

Set up infrastructure (including hardware, software and connectivity related) to access the product specific customer support content of the nokia.com web-site.

Provide to Nokia expert the login credentials and procedures to access the Customer's network (via network management system(s) or directly to specific network devices)

Provide all information necessary for Nokia to provide the Service without delay on the Supported Products. This includes, without limitation: identification of the releases of the Supported Products; network configuration and recent configuration changes; evidence of problem on the Supported Products; logs, traces and product diagnostic results for the Supported Products and for all the components of the environment of the Supported Products; evidence that resources allocation has been aligned with Supported Product's needs, as defined in Supported Products' documentation; already performed actions; any information to help reproduce the conditions under which the trouble occurred.

Include Severity Level of problem, service disruption status, Supported Product name, contract number, submitter name & location, call-back telephone number and/or email address, system name & location, type and serial and/or license number, and alternate contact.

Perform initial problem diagnostics and analysis to isolate the problem to specific Supported Product. In the event of service disruptions, perform 1st/2nd line troubleshooting and correction attempts following the incident management process of network operations.

Permit Remote Access to affected systems for Nokia's service engineers, using a mutually acceptable solution that reasonably meets the following characteristics:

- Is secure, for the purposes of protecting the Customer's data
- Performs at a minimum throughput of 20 MBytes/s in both directions
- Provides a comprehensive view into the Customer's Supported Product (e.g. Product's Graphical User Interface)
- Includes a mechanism to allow files to be transferred to Customer
- Allows multiple connections (multi-session) for Nokia service engineers, if required
- supports continuous automatic streaming of network data, or machine-initiated transfer of network data, to Nokia.

The solution should not:

- Require a dedicated internet line
- Require Nokia to possess a token from Customer
-

The Nokia shall, during the Term, have the right to introduce at no additional cost for Customer] new, technologically advanced methods of providing and delivering the services in an effort to reduce overall execution time of service delivery, including software robotic automation, Remote Access including SSH, Secure Shell access to Customer network. The new methods will be in full compliance with the obligations contained in this agreement and shall not constitute a Change Request or give rise to a Change control Procedure

Provide additional information within adequate time, proportional to Nokia's service delivery targets.

Perform follow-up and implementation of instructions, guidelines or any remedial advice provided by Nokia including installation of correction or corrective measures

Provide verification of the delivered solution or confirmation of system restoration and closure of TR within reasonable time, proportional to Nokia's service delivery targets.

Allow Nokia to collect network inventory for the purposes of support services, for e.g. notifying on relevant Maintenance Releases and End of Life notifications.

Additional Share of Responsibilities for Nokia Applications Deployed in SDN/NFV Environments

Customer Responsibilities when Supported Product is a VNF Deployed on a Network Function Virtual Infrastructure (NFVI) Not Supplied by Nokia

Maintain the cloud environment, the NFVI such that the Nokia-specified resources are continuously available to the VNF. Events resulting from non-availability of resources are the responsibility of the Customer to resolve independent from Services.

Perform a Baseline Verification Test together with Nokia, including a verification that the Nokia-specified environmental resources (bandwidth, data storage, communication response times) of the NFVI are available to the VNF prior to the commencement of Services.

When triggering Ticket Request, Customer must provide the result of the diagnosis tools from all the components of the NFVI.

Notify in writing any changes in the NFVI that impacts or may impact the operational condition of the Supported Products, no less than thirty (30) days prior to the change, even if this change is aligned with Nokia's applicable installation, operation, administration, and maintenance specifications.

Customer is to implement all software updates/patch in all field systems as required by Nokia within a reasonable time, not to exceed sixty (60) days from the date of availability. After 60-days contents of the update will be considered accepted. Further tickets regarding occurrences of an issue resolved by in undeployed software update/patch will be referred to the pre-existing resolution.

Nokia Responsibilities

Provide instructions and templates for gathering of information from incidents

Provide instructions for opening Ticket Requests.

Provide the login credentials and procedures to establish access to the Nokia's online customer support systems.

Provide deliverables stated in the Deliverables section, according to the targets set in the Service Levels section

In the event of a service disruption, provide continuous remote support for Customer's personnel, until system operation is restored. In addition, keep involved Customer personnel and management informed and updated regularly until the situation is resolved.

Coordinate with Nokia(s) of embedded 3rd party software

2.6 Customer's Obligations

- Customer will be notified upon completion of Services either by receiving a notice of completion or by providing Customer the deliverable(s) specified in this SOW.
- Customer shall have 10 calendar days from such notice to notify Nokia that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted – and Nokia is entitled to close the Ticket Request – on the earliest of:
 - 1) The term of 10 days' notice has passed with no notice of non-conformance from Customer;
 - 2) Customer's acceptance; or
 - 3) Customer's continued use of the Services after the 10 calendar days notice has expired.
- Customer shall promptly provide all required information. In case Customer is not responding to the requests for additional information, Nokia is entitled to close the Ticket Request after three (3) failed attempts.

-
- Customer shall promptly apply the solutions provided by the Nokia to address a reported problem's measurements. This includes but is not limited to allowing such operations only during scheduled downtime of the network.
 - Customer will be responsible for any delay caused in establishing satisfactory quality of Remote Access, which shall be deleted from the service performance measurements.
 - All software that is ultimately provided in connection with the Service including, without limitation, Maintenance Releases, Patch Releases or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.
 - Nokia will reserve the right to charge an additional fee in the case of improper initial problem diagnostics and/or analysis to isolate the problem to specific Supported Product

3 Spare Part Management - Advanced Exchange Service

3.1 Nokia Responsibilities

3.1.1 Description

Advanced Exchange provides for the exchange of Customer-owned Field Replaceable Units (FRUs). Nokia will dispatch a functional FRU in advance of receiving the reported defective FRU from Customer. Exchanged FRUs may contain components that are used, remanufactured or refurbished. Exchanged FRUs will be form, fit and functionally compatible.

3.1.2 Supported Products and FRUs

The Services described in this SOW are exclusively for the product(s) and associated Supported FRUs that will be identified.

3.1.3 Service Levels

Advanced Exchange offers the following service levels, as defined in the Supported Product List.

Advanced Exchange in Days (AED): The replacement FRU delivery is measured in Calendar Days or Business Days.

Advanced Exchange in Hours (AEH): The replacement FRU delivery is measured in Calendar Hours or Business Hours.

3.1.4 Deliverables

Following receipt and acceptance of the Hardware Service Request from Customer, Nokia will provide a Return Material Authorization (RMA) as return authorization and instructions on where Customer is to ship their defective FRU.

Nokia will deliver a replacement FRU to the Customer Hand Over Point (HOP) within the applicable FRU Delivery Target in accordance with applicable INCOTERMS.

3.2 Share of Responsibilities

R: Responsible; A: Assist

Service Readiness Process	Nokia	Customer
Document the covered hardware, locations, configurations		R
Define the Supported Product List	R	
Define the Customer Hand Over Points (HOP)	R	R
Define the INCOTERMS	R	
Define the Nokia Hand Over Points (HOP)	R	
Define the Nokia-to-Customer FRU Delivery Target	R	
Define the Customer-to-Nokia FRU Return Delivery Deadline	R	
Designate Nokia contacts	R	
Designate Customer contacts		R
Establish and maintain entitlement records	R	
Provide notice of changes to installed products, locations and configurations on a quarterly basis		R
Define the Hardware Service Request procedures	R	
Declare the Ready for Service Date	R	
Hardware Service Request Approval Process	Nokia	Customer
Initiate the Hardware Service Request (HSR) per Nokia's procedures and provide the following minimum information: - Requester's company name and entitled company name (if different) - Requester's name, phone numbers and email addresses - Identification of the Supported FRU and serial number - Identification of the ship-to location address (HOP) - Nokia assigned service agreement number		R
Minimize the number of No Fault Found (NFF) conditions through utilization of technical support services as appropriate; reference to, and compliance with, manufacturer's diagnostic procedures; and by remaining familiar with Nokia's and the manufacturer's published references	A	R
Verify Hardware Service Request entitlement and approve Hardware Service Request	R	A
Issue Return Material Authorization (RMA)	R	
Hardware Service Request Fulfilment and Completion Process	Nokia	Customer
Deliver replacement FRU to the Customer HOP within the FRU Delivery Target	R	
Ensure the requested delivery site is ready to receive exchanged Parts and that no delays are caused in the delivery attempt		R

Inspect replacement FRU and packaging for correctness and condition and promptly report non-compliances	A	R
Handle electrostatic discharge (ESD) sensitive material in an appropriate manner including the use of ESD protection packaging		R
Remove extraneous, peripheral and ancillary hardware from the defective FRU		R
Include the Failure Report and all relevant documentation in the defective package		R
Provide adequate packing material to protect against a reasonable risk of damage that would normally occur during shipping by common carrier		R
Label the outside of the defective return package with the Nokia assigned RMA number		R
Deliver the defective FRU to the Nokia HOP within the FRU Return Delivery Deadline		R
Inspect defective FRU and packaging for correctness and condition and promptly report non-compliances	R	A
Notify Customer in case exclusion conditions apply	R	
Issue purchase order for replacement of excluded FRUs		R
Replace excluded FRUs at Customer's expense	R	

3.3 General Terms and Conditions

Term	Conditions	Value
Ready for Service	Measured from the provision of the Installed base and configuration detail	4 months
Hardware Service Request Deadline	AE Calendar Day Service	As defined in the Supported Product List
Hardware Service Request Deadline	AE Business Day Service	As defined in the Supported Product List
Hardware Service Request Deadline	AE Calendar Hour Service	As defined in the Supported Product List, measured in calendar hours
Hardware Service Request Deadline	AE Business Hour Service	As defined in the Supported Product List, measured in business hours
Deliver Replacement FRU to Customer HOP	From acceptance of Hardware Service Request	As defined in the Supported Product List
Return Defective FRU to Nokia HOP	From date of replacement delivery at Customer HOP	Fourteen (14) Calendar Days

3.4 Defective Return Delivery Deadline

3.4.1 Exchanged Defective FRUs

Upon receiving the replacement FRU Customer will deliver the reported defective FRU to Nokia's HOP within the Return Delivery Deadline of 14 Calendar Days.

Customer will follow the shipping instructions for returning defective FRUs to Nokia and will use the return label if one is provided. Customer must always return the specific FRU that was reported defective. Deviating RMA numbers, item codes or serial numbers will be rejected and returned to Customer.

3.4.2 Unreturned Defective FRUs

FRUs for which Customer fails to comply with the Return Delivery Deadline requirements will be treated as Unreturned FRUs.

If Customer fails to return the reported defective FRU to Nokia as specified or returns material that is excluded from coverage as specified in "Exclusions" section, Customer agrees to pay Nokia the undiscounted price for the Advanced Exchange FRU(s) and \$500 per item in restocking fees.

When informed of Unreturned FRU instances by Nokia, Customer will acknowledge notification of such instances within 14 Calendar Days and will issue to Nokia a respective purchase order within 30 days of Nokia's notification of such instances, or otherwise provide documented evidence that Nokia's claim of Unreturned FRUs does not apply.

3.5 Warranty Period

The warranty period for repaired or replaced Supported FRUs is six (6) months from the date of delivery to Customer's HOP or the remainder of the original warranty period granted under the Supply Contract, whichever is longer.

4 Software Subscription Plan

Nokia and Customer will perform the responsibilities assigned to them, respectively, in this SOW.

Table Legend: N=Nokia; C=Customer (aka Customer)

Tasks	N	C
Software Subscription Plan (SSP)		
Provide all Feature Releases of software for network/node elements, management systems for specific network elements or families of network elements, and other network-related applications. ▪ Applies to Generally Available products. ▪ May include third party software if supported and licensed through Nokia. ▪ Includes Feature Releases as well as Patch Releases and Maintenance Releases. ▪ Applies to the following "Products/Features Covered": • 9500 MPR: 24 nodes • 7705 SAR -8: 20 nodes • Note: if a Feature Release contains a new feature for which an additional license/activation fee is required, this must be purchased separately.	x	
Distribute Feature Releases via Internet download, CD, DVD, tape, or file transfer protocol (FTP).	x	
Provide Release Notes, list of changes, and procedural updates.	x	
Provide new/upgraded firmware for control card (if required).	x	
Distribute Patch Releases and Maintenance Releases via Internet download, CD, DVD, tape, or file transfer protocol (FTP).	x	

Tasks	N	C
Provide a softcopy or hardcopy of a generic procedure document on how to upgrade the Product(s). Where installation services are provided, this documentation will not be provided.	X	
Prior to commencement of SSP: - Upgrade products to the specified release level at Customer's expense. - Have Technical Support (TS) agreement in effect prior or simultaneously with the SSP term.		X
During SSP term: - Provide commercially available computing hardware for the Products according to product specifications. - Update the "Products/Features Covered" information on an annual basis or allow Nokia to perform an audit of Customer's network at Customer's expense. - Allow Nokia to verify the accuracy of the reported parts shown as "Products Covered." - For selected products specified by Nokia, engage Nokia to perform the installation of any Release.		X
Responsibilities related to the Feature Release download: - Designate in writing the Customer contact responsible for receiving downloads - Not allow access to any other person. - Requests for access for a non-employee will require a non-disclosure agreement and will be at Nokia's sole discretion. - Notify Nokia in writing immediately of any change in the employment or authorization status of any personnel with authorized access. - Comply with terms of use stated on the download site.		X

5 Field Maintenance

Nokia and Customer will perform the responsibilities assigned to them, respectively, in this SOW.

Table Legend: N=Nokia; C=Customer (Customer)

Tasks	N	C
Field Maintenance – Corrective Maintenance		
Carry out on demand on-site corrective first level maintenance relative to maintained products, taking into account that the remote first diagnosis and the definition of the faulty equipment are carried out by Customer in the frame of its network operations. Apply SLA's which cover the on site intervention time spent from the receipt of the AR to the arrival time of the technician. SLA's are: Standard Business Day (SBD): On-site arrival of 4 business hours. Excludes weekends and holidays. Work performed after 5 p.m. local time is billed separately. For requests received after 1 p.m. Monday – Friday, the technician will arrive at 9 a.m. the next business day. Geographic restrictions: Customer location must be within 50 miles from the nearest field service center.	X	
Provide Nokia's Welcome Center as Customer's unique entry point for Field Maintenance to create Assistance Requests ("AR") and monitor AR's to closure.	X	
Nokia Welcome Center contacts the main Field Operating Center ("FOC") who handles the dispatching activity, co-ordinates on site activities, monitors the associated spares parts delivery from the Spare Parts Management Center ("SPMC"), and performs on site intervention according to the agreed SLA.	X	
Place requests for site visits to the Nokia Welcome Center after first diagnosis.		X
Welcome Center logs calls and assigns unique reference number for AR.	X	
FM representative will: - Verify the trouble description with Customer. - Review active alarms and equipment alarm history. - Diagnose reported trouble and alarms using available test equipment and tools.	X	

Tasks	N	C
- For hardware failure of a Maintained Product, replace the defective part (using a part purchased or provided by Customer) and test. For non-Maintained Product(s), refer trouble back to Customer for resolution. - Replace Field Replaceable Units ("FRUs") from spare parts batch, and test that the replaced unit is working properly. - Provide on-site assistance to the operation staff for problem analysis. - Perform cabling verification up to distribution point and problem correction. - Perform software reload and reconfiguration, where applicable. - Provide short-run solutions for a functional or an operational problem. - Be equipped with all necessary tools unless otherwise stipulated to Customer, such as laptop, terminal emulator, file transfer programs, current maintenance software, etc.		
Reporting and review: - Manage all issues to closure which may include escalations if applicable. - Provide Customer visibility to database tracking the status of their reported ARs.	X	
Provide Nokia with a complete listing of all products to be covered under this Service also known as "Maintained Products."		X
Nominate a contact person who will interface with Nokia for all Field Maintenance activities.		X
Provide a site ID or contract number for each site covered under the SOW.		X
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.		X
Provide adequate communications facilities and workspace for Nokia personnel to perform Field Maintenance services.		X
Grant the Nokia (or its third party company) FM Representative access to all sites that are covered by the service on a 24 hour per day, 365 days per year basis.		X
Be responsible for all maintenance related tasks covering all equipment, installation and facilities outside of the Network Elements or Maintained Products covered by this service.		X
Not move, remove or add parts/boards from/in the Network Elements/Maintained Products covered by this service without advance notification to Nokia.		X
Provide Nokia with any modification of the network configurations that have an impact on the maintenance services quality or efficiency.		X
Document all equipment and sites that are covered by a spare parts service. If the spare parts management is under Customer's responsibility, Customer shall ensure that the replacement unit in good condition will be on site for use by the FM Representative.		X
Be in charge of its network operation, including initial remote diagnosis and detection of the faulty equipment/component(s) via appropriate Customer-applicable remote technical support provider(s).		X
Customer owns its spare parts pool.		X
Have remote technical support and repair contracts with its different equipment suppliers. Be responsible for all maintenance contracts not related to Nokia products.		X

8 Glossary

8.1 Definition of Terms for Software Support Service

“Business Day (BD)” refers to a normal full working day of Nokia’s applicable technical support facility, except those days that are observed public holidays.

“Business Hour (BH)” means the elapsed 60-minute period where services are to be delivered, unless otherwise specified, from 8:00 AM – 5:00 PM during the Business Day or from one Business Day to the next.

“Business Minute (BM)” means a minute of time where services are to be delivered from 8:00 AM – 5:00 PM during the Business Day.

“Calendar Day (CD)” means Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and shall be inclusive of national, state or local holidays.

“Hour (H)” means any consecutive 60-minute (min) period.

“Hardware” means all or any specific physical product manufactured by Nokia and/or third parties.

“Feature Release” means the collection of commercially significant functionality and SW corrections, made available by the Nokia as a deliverable of separate commercial agreement.

“Maintenance Release” means a Release containing SW corrections, made available by the Nokia as a deliverable of Nokia Support Service Agreement.

“Minute (M)” means any consecutive 60-second period

“No Target (NT)” means Nokia will use commercially reasonable efforts to perform the corresponding activity, if feasible at Nokia’s sole discretion

“Patch Release” means an unscheduled release containing SW corrections or other remedial measures, made available by the Nokia as a deliverable of Nokia Support Service Agreement.

“Release” means (unless the release type is specified) all Software release types supplied under this SOW.

“Remote Access” means the ability of Nokia to log into the Supported Products from a remote distance and to perform the Service and/or an audit once a data connection has been established between Supported Product and Nokia’s support center(s).

“Service Hours” means the times when the work will be performed. Service Hours 8/5 means that work is done during normal Business Hours. Service Hours 24/7 means that work is done 24 hours a day, 365 days a year.

“Ticket Request” or **“TR”** means a transaction process initiated by the Customer for the delivery of Software Support by Nokia. A Ticket Request will be considered valid when Nokia formally acknowledges such request by providing Customer with a Ticket Request identifier.

“Software” means any software, computer program, object code, listing or related material in machine-readable or printed form (including Third Party software and firmware), or any updates and modifications thereto, that are included in the Products or licensed separately, regardless of the form or media on which it is delivered, but excluding free and open source software and source code.

“Supported Product” means those products for which Software Support is purchased in accordance to this SOW and are specifically identified in the section/appendix “Supported Products List”. Different products or products additional to the number of Supported Products stated in this section are not covered in this SOW. Software Support is only available for Supported Products that are commercially deployed and operational.

“**Support Policy**” defines what kind of release types are made available, in what intervals, and how each release type is supported by the Nokia.

8.2 Definition of Terms for Spare Part Management - Advanced Exchange Service

“**Business Day**” refers to a normal full working day and unless otherwise specified shall mean Monday, Tuesday, Wednesday, Thursday and Friday except those days that are designated holidays by a government where services are to be delivered.

“**Business Hour**” shall mean the elapsed 60-minute period where services are to be delivered during normal working hours and unless otherwise specified shall mean from 8:00 AM – 5:00 PM during the Business Day or from one Business Day to the next.

“**Calendar Day**” shall mean Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and shall be inclusive of national, state or local holidays.

“**Calendar Hour**” shall mean the elapsed 60-minute time period where services are to be delivered during a Calendar Day.

“**Delivery Target**” shall mean the day and time by which Nokia will fulfill its delivery responsibilities and shall be determined based on Customer’s fulfillment of its responsibilities by the Hardware Service Request Deadline

“**Field Replaceable Unit**” or “**FRU**”, shall mean the product assembly or subassembly or part that can reasonably be removed from service and/or installed without the use of uncommon tools and/or methods. Nokia shall have sole authority for defining the FRUs to be supported under this SOW, the “Supported FRU List”. Each FRU is assigned an identifier to distinguish it for support purposes. This FRU identifier will be used in communication between Customer and Nokia when discussing FRUs to be supported. All replaced FRUs will be compatible with the Form, Fit, and Function of the defective unit being replaced. Each FRU will also have an assigned serial number to uniquely identify and distinguish it from other FRUs of similar type.

“**Fit**” means the suitability or readiness of a product or FRU for a particular application.

“**Form**” means the weight, density, chemical or product composition, size, shape, structure, appearance, protocol, pattern, composition, configuration and marking/identification of product and software.

“**Function**” means the set of features that the product or FRU has been designed for use, in accordance with its specifications.

“**Hand Over Point**” or “**HOP**”, shall mean the delivery location(s) to which the Customer and the Nokia shall each agree to deliver their respective FRUs.

“Hardware Service Request” or **“HSR”** is a reference to the service transaction of numeric or alpha-numeric composition used to track the status and completion of the Hardware Service Request. The issuance of a HSR shall mean that Nokia has authorized the HSR per the terms of this Agreement and therefore shall indicate the commencement of all applicable service delivery commitments.

“Hardware Service Request Deadline” shall mean the day and time, as determined by the location where the supported FRU located, by which Customer must initiate a Hardware Service Request to meet the Delivery Target, unless otherwise mutually agreed.

“Hour” shall mean any consecutive 60-minute period.

“No Fault Found” or **“NFF”** shall mean that Nokia has determined that a FRU which has been reported as defective contains no faulty components and passes diagnostic testing. A FRU that has been determined No Fault Found by Nokia will not have any components replaced and will not be physically or materially altered.

“Ready for Service (RfS)” shall mean the date at which Customer may begin initiating service requests under this SOW.

“Repair” shall mean the diagnosis and replacement or reconfiguration of components necessary to restore FRU(s) to their original published operating specifications. Repair may include, at Nokia’s sole discretion, the replacement of the entire FRU with a Form, Fit and Functionally compatible FRU. Replacement components may be new, remanufactured, refurbished, or used and certified as meeting like-new operating standards. Any removed components will become the property of Nokia.

“Return Delivery Deadline” shall mean the interval within which Customer will ship or deliver the reported defective FRU to Nokia’s HOP.

“Replacement” or **“Exchange”** shall mean a compatible FRU swap between Nokia and Customer.

“Supported FRU” shall mean a FRU that is eligible for Hardware Service.

“Supported Product” shall mean the system that resides at a Supported Site and is comprised of Supported FRUs and will identify both the type of product and the specific instance of product that is eligible for service.

“Supported Product List” shall mean the list attached hereto and forming an integral part hereof, which shows the list of supported FRUs hereunder, as well as further terms related thereto.

“Supported Site” shall mean the physical location of where Supported Products and Supported FRUs reside and shall be the basis for Nokia’s service resource planning such that only Supported Sites are eligible for services, unless otherwise mutually agreed.

9 Appendices

9.1 Software Support Service: Supported Products List (SPL)

Product Name	Quantity	HW/SW Releases	Location (optional)	Service Product	Service Level

* Requires to be on current software release otherwise Life Extender – C SLA will be applicable.

9.2 Hardware Support Service: Supported Products List

Product Name	Quantity	HW/SW Releases	Location (optional)	Service Product	Service Level

Note: Reference quotes for BOMs and list of part numbers supported for this SOW will be enclosed.

9.3 SWS & HWS Price

Ordering Instructions	NASPO OI Codes	Product	Service	Quantity
			Total	

Notes:

- All products required to be on current software release for TS Gold, otherwise Life Extender - C service will be applicable.
- Corrective Field Maintenance assumes site is within 50 miles of service location.
- The 4 hour response coverage for corrective field maintenance can be confirmed once specific site location addresses are provided.

9.4 Sites & Addresses for Field Maintenance Support

Site Name	Site Abbrev.	Site Address	City	Latitude	Longitude	Equipment	System SO#	Materials SO#
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Note: *(includes site material for removal of equipment to new shelter @ site WPD)