



Partner
Program

Distribution and Reseller

Partner Program Guide Indirect Resellers

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1. PRINCIPLES OF THE PARTNER PROGRAM

Welcome to the Alcatel-Lucent Enterprise Partner Program - Distribution and Reseller ("Partner Program") made for purchase and distribution of ALE Solutions. We understand the importance our Business Partners play in meeting our customer's needs and we are committed to enabling their success.

The objective of this Partner Program is to enable Indirect Resellers' business growth ("IRs") and increase their profitability while recognizing their ability to deliver our solutions and associated services. We want to be easy to work with, to support Indirect Resellers for cross-solutions selling while integrating support for future proof solutions. Our Partner Program provides tools, training, support and resources for common success.

The Partner Program provides Indirect Resellers with a vast portfolio of Products, solutions and Services. This highly flexible, scalable Partner Program features a single open framework that covers all communications, network and cloud solutions. It provides Indirect Resellers with benefits and capabilities based on their qualifications, skills and investment.

Specializations are the heart of the Partner Program. Product Specialization is associated with a category of Products and On Demand Offers from ALE portfolio. An Indirect Reseller selects its targeted Specialization(s) based on its business goal and then acquires Specialization(s) through the Certification of its employees. The combination of several Product Specializations allows Indirect Reseller to become a Segment Specialist. An Indirect Reseller is accredited once it becomes a specialist in any of the Specializations.

This Accreditation provides recognition and promotion of Indirect Resellers' expertise, ensuring delivery of a high level of services and protecting the Indirect Resellers' investment.

This Partner Program Guide defines the requirements to be met by the Indirect Reseller to become and remain Accredited under this Partner Program and sets out the corresponding benefits.

ALE may change this Partner Program Guide at any time upon notice to Indirect Reseller via eFlash. ALE will in such case provide Indirect Reseller with the new Partner Program Guide via a web link. Indirect Reseller is granted a maximum of three (3) months following the publication of such new Partner Program Guide to comply.

2. PARTNER PROGRAM BENEFITS

2.1. Enablement benefit

The main benefit of the Partner Program is to grant the Indirect Reseller the right to purchase and distribute ALE Solutions provided that:

- the Indirect Reseller has signed a valid Indirect Partner Charter countersigned by its Distributors and such Charter(s) is(are) still in force;
- the Indirect Reseller complies with the Indirect Partner Charter, this Program Guide and the Legal Package;
- the Indirect Reseller has achieved the associated Specialization and Certification requirements.

2.1.1. Access to Technical Support

The Indirect Reseller has access to Technical Support as described in section 4 below.

2.1.2. Loyalty and incentive program

Indirect Reseller may be eligible to participate in incentive programs developed to promote or encourage the adoption of ALE Solutions or reward Indirect Resellers' performance.

The incentive which could be claimed by Indirect Reseller to the Distributor will be mentioned on the Enterprise Business Portal. Benefiting from the incentive program shall require the complete fulfillment by the Indirect Reseller of its own payment obligations towards Distributor. During the validity of the incentive program, ALE will, at defined period, issue a credit-note to the Distributor, which will include the total amount of the incentive accrued for the Indirect Reseller over the defined period.

By signing electronically the Indirect Partner Charter, the Distributor undertakes to pay the amount of incentive, either by credit-note or by other means of payment to the Indirect Reseller, within a reasonable period of time after receiving the funds from ALE (1 or 2 months or according to common agreement with the Indirect Reseller), and shall in doing so clearly indicate to the Indirect Reseller that the amount is credited or paid as part of the ALE incentive program. If the Distributor fails to provide ALE with a monthly POS report, or fails to pay the incentive to the Indirect Reseller as per the terms above, assuming ALE has issued the right credit note to the Distributor as per the terms above, ALE shall not be held responsible or liable to Indirect Reseller, and Indirect Reseller shall claim the payment of such incentive only from the Distributor.

The incentive is calculated per Distributor and subject to the existence of a valid Indirect Reseller Charter between the IR and each concerned Distributor at the time of its calculation.

2.1.3. Lab and Demo conditions

Indirect Reseller is entitled to special terms and conditions via its Distributor for Lab System and demo equipment and Software in order to deliver demonstration or service to End-Users in the pre-sales phase as well as in post-sales activities.

2.1.4. Access to Enterprise Education Services

ALE through its Enterprise Education Services is committed to providing innovative portfolios of blended learning solutions throughout the world, allowing Indirect Reseller to acquire the skills and competencies needed to achieve their business goals and lead their customers to success.

Regardless of the segment Indirect Reseller is focusing on, the Enterprise Education Services training offer takes into account all job functions, needs, and specificities: sales, pre-sales and

post-sales. Indirect Reseller can benefit from training solutions on the latest technologies, be trained throughout the business cycle using a wide range of course options and get support during the Accreditation process. The Enterprise Education Services catalog, training descriptions, schedules, registration details, contacts are all available through the Enterprise Business Portal, for quick and easy access to everything linked to education.

2.2. Marketing benefit

Accreditation enables Indirect Reseller to be recognized for their expertise as Product Specialist and/or Segment Specialist and be promoted among customers. Segment Specialization(s) have a specific logo identification, enabling Indirect Reseller to differentiate themselves and obtain a competitive advantage.

2.2.1. Logo and diploma

Accredited Indirect Reseller can use the Accredited Partner Logo, according to (i) the rules and graphical guidelines provided by ALE and (ii) the provisions referring to Trademarks in the Indirect Partner Charter and the Legal Package. Indirect Resellers having achieved one or more Segment Specialization(s) are entitled to use the associated Logos, for the period the Specialization is granted.

For the avoidance of doubt, this does not apply to Registered Partners. The use of the Accredited Partner Logo and any other ALE advertising material is strictly restricted to the period of time when the Indirect Reseller is Accredited. In case of Accreditation withdrawal, or change of Segment Specialization, Indirect Reseller must immediately stop using such Logo and the materials bearing such Logo, without expecting any financial or material compensation from ALE.

ALE delivers in an electronic format a diploma to each Accredited Indirect Reseller which officially recognizes the full compliancy of the Indirect Reseller for the validity period of the Accreditation.

2.2.2. Enterprise Business Portal

Indirect Reseller is entitled to access the relevant Enterprise Business Portal according to its profile. The Portal delivers and offers multiple services to support its business (ALE Solutions' information, sales resources, marketing resources, Technical Support, etc.).

The Portal and any and all the information provided under the Portal as well as any ALE' technical support are provided "AS IS" and on an "AS AVAILABLE" basis without any representation or endorsement made and without any warranty of any kind whether express or implied, including but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, completeness, security and accuracy. Indirect Reseller is responsible of the passwords and credentials used to access the Portal. It shall take all appropriate measures to avoid wrong, inadvertent or fraudulent use of any granted by ALE and shall take full liability for such wrong, inadvertent or fraudulent use.

Furthermore, ALE does not warrant that the electronic functions contained in the Portal will be uninterrupted or error free, that defects will be corrected, or that the Portal or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the information available through the Portal.

ALE retains all title to any Software that should be made available to download from the Portal. Use of the Software shall be governed by the terms of the Software license as set forth in the Legal Package and the IR Charter.

The Software is made available for downloading solely for use by the Indirect Reseller and/or the End-Users according to the Software license. Any reproduction or redistribution of the Software not in accordance with the Software license is expressly prohibited.

The Software is warranted, if at all, only according to the terms of the Software license. Except as warranted with respect to the Software in the Legal Package and the IR Charter or in the Software license, ALE hereby disclaims all warranties and conditions with regard to the Software, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

2.2.3. Partner Locator with reciprocal web link

The Accredited Indirect Reseller will have the benefit of being made known by ALE, via the online Alcatel-Lucent Enterprise Partner Locator (“Partner Locator”), towards End users. Indirect Reseller details are displayed by Sales Territory, partner types, Product Specialization or Segment Specialization. Each Indirect Reseller shall ensure that all details and logos are accurate and up to date.

ALE may, at its reasonable discretion, reference Indirect Reseller and/or Indirect Reseller’s products by using the name and/or logos of the Indirect Reseller in advertising and promotional materials.

A link to the Indirect Reseller’s web site is accessible on the Partner Locator. It is the Indirect Reseller responsibility to provide ALE with up to date URL address information.

2.2.4. Indirect Reseller webinar briefings

Indirect Reseller are provided with the opportunity to participate in webinar briefings that educate and help in the positioning of ALE Solutions to End-Users. Webinars occur from time to time and are communicated in newsletters, on the relevant Enterprise Business Portal or by email invitation.

2.2.5. Sales and marketing tools

Indirect Reseller is entitled to access and to use sales and marketing resources such as ALE Solutions descriptions, brochures, datasheets, customer presentations, white paper, sales guides, technical overview, customer references, configuration guides, graphics, promotions, briefing centers etc.

Indirect Reseller understands and agrees that such tools are the Confidential and proprietary Information of ALE and as such are subject to the Confidentiality obligation set forth in the Legal Package.

Indirect Reseller benefits from regular information from ALE. This may be information push and/or periodic newsletters. Such information address multiple Partners’ profiles and resources and cover multiple key areas of interest such as sales, marketing, technical support, training, ALE Solutions, events etc.

2.2.6. Executive Briefing Centers

ALE owns Executive Briefing Centers (“EBC”) which are fully equipped showrooms offering visitors demonstrations of ALE latest Solutions. EBC are places where Indirect Resellers, End-Users and prospects can better discover new ALE Solutions and learn about latest innovations.

3. PARTNER PROGRAM REQUIREMENTS

3.1. Product Specializations and Segment Specializations

Product Specializations

Depending on the revenue threshold per Product or On Demand Offer, a set of Certificates is required to become a Product Specialist. The revenue threshold (Essential or Plus Levels) is based on the Specialization Business Level. For some Product Specializations, there is only one level (no revenue threshold).

In the first 6 (six) months of business with ALE, counted from the date the Indirect Reseller Charter is signed, the Indirect Reseller must achieve at least the Essential set of certificates for the main business selected.

Product and Segment Specializations requirements

		Specialization Business Level	
Product Specializations		0-100kEUR	> 100kEUR
Communications	OXO Connect ^(1+ 5)	Essential Level	Plus Level
	OmniPCX Enterprise ⁽⁵⁾		
	OpenTouch™ ⁽²⁺⁵⁾		
	Contact Center Solution ⁽²⁺⁶⁾		
Network	LAN Network ⁽³⁺⁴⁾	Essential Level	Plus Level
	WLAN Network ⁽³⁾		
	Data Center Networks	Plus Level	
	ClearPass ⁽²⁾	Essential Level	
On Demand Offer	OpenTouch™ Enterprise Cloud Provider	OmniPCX Enterprise Essential Level + 2 ACSR OTEC	

Essential Level	1 ACSE + 1 AQPS + 1 ACSR on the dedicated solution
Plus Level	1 ACSE + 1 ACPS + 2 ACSR on the dedicated solution

(1): No AQPS/ACPS required

(2): For Essential Level ACPS instead of AQPS

(3): No ACPS required for Essential Level

(4): Business threshold is 250KE instead of 100KE

(5): Business level does not include common Hardware and phone sets.

(6): No ACSR required.

Segment Specializations

A Segment Specialization consists of several Product Specializations.

Segment Specializations		Plus Level		Essential Level
SMB	=	OXO Connect	+	LAN and WLAN Network
Enterprise	=	OmniPCX Enterprise or OpenTouch	+	LAN and WLAN Network
Hospitality	=	1 ACSE + 1 ACPS + 2 ACSR Hospitality *	+	OmniPCX Enterprise or OpenTouch and LAN Network
Network	=	LAN Network and WLAN Network	+	No additional specialization required

(*) : Hospitality is not a Product Specialization.



The list of existing Product Specializations and Segment Specializations may evolve from time to time. Changes will be published on the Enterprise Business Portal.

3.2. Training plan

All Indirect Resellers must develop a training plan to meet ongoing market requirements and to undertake joint opportunities in accordance with this Partner Program Guide.

ALE makes training available via online self study sessions, online webinars and regional classroom sessions. The terms and conditions applicable to such training are defined in the Price List in effect as of the date of provision of such training.

3.3. Staff Certifications

(i) Minimum number of Certified staff required

In order to obtain a Specialization, the Indirect Reseller must ensure that it directly employs staff Certified as per the requirements of this Partner Program Guide. Certifications defined in the chart below are mandatory to obtain the corresponding Specialization. The Indirect Resellers will work toward obtaining the necessary certifications to attain Specialization in the various ALE Solutions that they distribute.

If the Indirect Reseller wishes to distribute ALE Solutions for which there is no Product Specialization available, but a training and Certification is available, it shall obtain the additional training and Certifications.

Depending on the requirements of a Specialization, employees of the Indirect Reseller may have to achieve one or several of the Certifications defined below (this information is also available on the Enterprise Business Portal).

When the Indirect Reseller has a business level greater than 500 kEUR in a Product Specialization, ALE provides certification rules recommendations in order to help the Indirect Reseller defining the number of Certified Employees needed on such product. These are average recommendations and should be increased or decreased depending of different criterias such as business profile, geography, targets etc of the Indirect Reseller. Those guidelines, the “certification rules recommendations” are available on the Enterprise Business Portal.

Specific rules for Network on Demand (NOD):

To be allowed to distribute Network on Demand offers, the Indirect Reseller should already be LAN and WLAN Specialist or to have at least the certifications required for Essential Level on LAN and WLAN. Even if there is no NoD Specialization, the Indirect Reseller must have at least one NoD sales and one NoD post sales Certified employees (ACSR Network On Demand and ACCE Network On Demand).

Product Specializations and related Certification names

	Specialization Names	Post-Sales Certifications	Pre-Sales Certifications	Sales Certifications
Communications	OXO Connect	ACFE/ACSE OXO Connect	Not applicable	ACSR OXO Connect
	OpenTouch™	ACFE/ACSE OpenTouch™	ACPS OpenTouch™	ACSR OpenTouch™
	OmniPCX Enterprise	ACFE/ACSE OmniPCX Enterprise	AQPS/ACPS OmniPCX Enterprise	ACSR OmniPCX Enterprise
	Contact Center Solution	ACFE/ACSE OmniTouch™ Contact Centers Standard Edition	ACPS Contact Centers	Not applicable
Network	Lan Network	ACFE/ACSE OmniSwitch LAN	ACPS Campus LAN	ACSR IoT Ready Mobile Campus
	WLAN Network	ACFE/ACSE OmniAccess Stellar WLAN or ACFE/ACSE OmniAccess WLAN	ACPS OmiAccess Stellar WLAN or ACPS OmniAccess WLAN	ACSR IoT Ready Mobile Campus or ACSR OmniAccess Stellar WLAN
	ClearPass	ACFE ClearPass Policy Manager	ACPS BYOD ClearPass	ACSR ClearPass
	Data Center Networks	ACFE OmniSwitch Data Center	ACPS Data Centers	ACSR IoT Ready Mobile Campus
On Demand Offer	OpenTouch™ Enterprise Cloud Provider (*)	ACFE OmniPCX Enterprise	AQPS OmniPCX Enterprise	ACSR OpenTouch™ Enterprise Cloud + ACSR OmniPCX Enterprise

Details about the Certifications requirements are available in the Training Price List.

(ii) Individual Certifications vs. company Accreditation

If a Certified employee leaves the Accredited Indirect Reseller thus causing the Indirect Reseller to no longer comply with the Accreditation criteria, the Indirect Reseller has six (6) months to recover compliance from the date of official leave of the concerned employee. Indirect Reseller acknowledges that if it hires an employee already Certified by ALE, such employee shall not be taken into account to determine the overall Partner Specialization and Accreditation status until the end of the sixth (6th) months following the date such employee left his former employer, unless the hiring Indirect Reseller can show written evidence of no objection from such employee's former employer.

(iii) Certifications validity

Sales, pre-sales and post-sales Certifications are valid for a period of two (2) years from the date the employee has achieved the Certification except for some Certifications for which ALE expressly states in this Partner Program Guide or on the Enterprise Business Portal that the validity period is different.

To maintain his achieved Certification level, the employee must pass a Certification update exam within the validity period. The validity period is then renewed starting from the date of achievement of the update of the Certification. If the employee fails to pass the Certification update exam within the validity period, the achieved Certification expires and will neither be counted for Indirect Reseller's Specialization, nor to access to Technical Support in the case of post-sales Certifications.

For the assessment of Indirect reseller's Specialization(s) achievement, only sales, pre-sales and post-sales Certifications which are valid at the time of the assessment are counted.

Details about the Certification validity and the Certification update process are available on the Enterprise Business Portal.

It is recommended that the employees update their Certification whenever a new Major Release is issued prior to the end of the current Certification validity period.

3.4. Software releases notes

Indirect Reseller shall make available to End-Users, only the ALE notes related to the Software releases which are identified by ALE as being available for public release. Other release notes are confidential.

3.5. Spare parts

Business Partner shall have and maintain an inventory of spare parts for Products distributed, in order to be able to provide on a timely basis, warranty and maintenance services to End-Users.

3.6. Business Plan

When required, at the beginning of each year, but not later than end of March, Indirect Reseller may provide to ALE for approval, an annual business plan ("Business Plan"). For convenience, based on this Business Plan, detailed requirements for Specializations in terms of staff Certifications will be calculated.

3.7. Demonstration capabilities - Lab demo

In order to deliver a proper service to its End Users, Indirect Reseller is required to invest in Lab System and demonstration equipment for each category of Products or solutions that Indirect Reseller is authorized to resell. Through its Distributor, the Indirect Reseller can benefit from special conditions to acquire the needed or required quantity of equipment, Products and Software. These special conditions are provided on the Enterprise Business Portal and may be updated from time to time by ALE. Indirect Reseller undertakes to maintain the Lab System up to date.

3.8. Marketing requirement

Reciprocal Web link

When an Indirect Reseller displays the Accredited Partner Logo on its website a link to ALE public website must be included by such Indirect Reseller.

4. TECHNICAL SUPPORT

To complement its existing post-sales capabilities in the implementation, customization and integration of Products and On Demand Offer as the case may be, Indirect Reseller is entitled to access ALE Technical Support center provided the calling employee is post-sales Certified on the concerned Product and On Demand Offer, per the requirements set forth hereinafter, and there is a Service contract in force for the concerned Products and On Demand Offer (when applicable).

Notwithstanding the foregoing and anything to the contrary herein, in the event Indirect Reseller does not have the minimum competencies and skills necessary to sell, install and/or maintain such concerned Products and On Demand Offer, it shall, prior to any such actions, consult its Distributor to get complementary Services, in order to ensure End-User satisfaction.

4.1. Indirect Reseller s' obligations

Indirect Reseller must maintain its own service organization for providing warranty services for the Products and On Demand Offer Level 1 and Level 2 Support, free of charge to its End-Users, consistent with ALE warranty services. ALE reserves the right to directly provide such Technical Support for Products and On Demand Offers to any End-User (i) if such End-User specifically requests ALE to provide such Technical Support, or (ii) if the Indirect Reseller fails to provide correctly such Technical Support after the receipt of a five (5) Business Days prior written notice from ALE.

If Technical Support has to be provided by ALE due to Indirect Reseller's failure, the Distributor is entitled to invoice the Indirect Reseller the costs and standard fees associated with the provision of such support by ALE according to the then applicable Price List.

Welcome center on Indirect Reseller 's site

Indirect Reseller's Welcome Center shall be open to End Users at least during Business Hours and according to the Service Level Agreement (SLA) (see table below).

Initial response

Indirect Reseller must guarantee a minimum response time for a Severity 1 issue of 2 hours, and in line with the Service Level Agreements made with its End-Users, but no later than 48 hours.

Problem tracking

Indirect Reseller shall set up a tracking system to collect and store Hardware references and revisions, Software revisions, LED indicators, error messages, Software configurations, remote access details, and problem descriptions. The problem tracking system shall track, monitor and report service response time in order to manage Service Level Agreements if requested by the End-Users.

Problem resolution

Indirect Reseller will use problem severity definitions, consistent with those of ALE, set forth below. Indirect Reseller shall report unresolved cases to ALE using the guidelines defined below. Indirect Reseller shall implement with End-Users an escalation process consistent with such guidelines. Once the case is reported, the Indirect Reseller and ALE will work in good faith to develop and execute a plan that will provide a timely and satisfactory resolution.

Indirect Reseller is responsible to provide the End-Users with a technical contact and with regular progress updates, and to purchase and maintain equipment to collect data and perform problem diagnosis. To enable ALE to carry out the Services the Indirect Reseller shall ensure that the End-User:

- allows ALE to have remote access during Business Hours to the concerned Products (the expense of providing such access to be borne by the Indirect Reseller);
- makes back-up copies of its data;
- provides ALE with on site and/or remote access and support to ease ALE's performance of its obligations.

Indirect Reseller shall provide an accurate description of the problem and its severity, stating the circumstances that lead to the severity condition. The actual severity level may be re-determined by the Parties during the problem resolution process, but ALE will have the final authority as to the actual problem severity level.

ALE shall not be liable for any failure to comply with its obligations under the Services that is caused by or is attributable to any failure by the Indirect Reseller or End-Users to comply with the provisions above.

On-Site visits

ALE may at any time, through an audit, check Indirect Reseller's compliance with these requirements. ALE may perform such audit either on site, remotely by phone, by customer satisfaction enquiries or through written testimonial sent by the Indirect Reseller upon ALE's request, pursuant to the rules set forth in the Indirect Partner Charter.

ALE shall respond to problems related to the Product Software upon the severity of the problem according to the following chart:

Severity Level	Environment		Processed	Criteria	Response Time	Resolution Target	Defect Correction
	Prod	Lab					
Severity 1 / Critical	✓		24x7	<p>The End User's live production environment, telecommunications network, or major business application is down, causing a critical impact to business operations (e.g. severely degraded service quality, continuous disruption of service)</p> <p>ALE requires that a Business Partner's employee with the highest Certification level on the technology as required by the Partner Program Guide is onsite to qualify the issue as a Severity 1. He will be assigned on site till closure of the emergency situation.</p>	60 Minutes (Issues must be reported by phone call)	<p>ALE shall use all reasonable efforts to continue to work on the problem until service is restored and/or a workaround is provided.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 48 Hours.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect in the next Maintenance Release. Where applicable and to speed-up customer resolution, ALE shall use reasonable efforts to correct the defect in a Hot Fix patch.</p> <p>Note that a Hot Fix patch is not subjected to a complete Quality Assurance cycle. Once the correction is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.</p>
Severity 2 / High	✓	✓	Business Hours	<p>The End User's environment is not down, however, there is a severe impact or degradation to business operations or development activities (e.g. degradation of service quality, intermittent disruption of service, blocks integration work, delays final system or acceptance testing).</p>	4 Business Hours	<p>On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to fix the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 5 Business Days.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect within the next Maintenance Release.</p> <p>ALE does not commit to produce Hot Fix patch for High severity issues but keeps the right to do exceptions at its option.</p>
Severity 3 / Medium	✓	✓	Business Hours	<p>The business operations of the End User are noticeably impaired but are able to be continued (e.g. some degradation of service quality, impaired network functionality, or occasional disruption of service).</p>	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect within a future Maintenance Release.</p> <p>ALE shall not produce Hot Fix patch for Medium severity issues.</p>

						corrected, ALE's resolution target is 10 Business Days.	
Severity 4 / Low	✓	✓	Business Hours	There is minimal impact on the business operations of the End User, or the End User requires information or assistance on ALE product capabilities, system installation, or configuration.	1 Business Day	On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to fix the problem or provide a workaround. For issues that do not require a defect to be corrected, ALE's resolution target is 20 Business Days.	If ALE confirms that a licensed software fix is required; at its option but without obligation, ALE may correct Low severity defects in future or subsequent Maintenance Release. ALE shall not produce Hot Fix patch for Low severity issues.

In the event ALE requests any software dumps, tapes, logs or any other documentation from the Indirect Reseller to resolve a reported problem, such documentation shall be forwarded through electronic means (email or ftp) or by post mail at Indirect Reseller's expense, if electronic means are not available. On a case by case basis, the Parties may agree to upgrade or downgrade the severity level of a customer case depending on the impacts on End-User's business.

5. ACCREDITATION LIFE CYCLE

5.1. Registration

A new Indirect Reseller entering into a contractual relationship with ALE is named "Registered Partner" from the validation by ALE of the Indirect Partner Charter("Registration Date") . Appointment as an Indirect Reseller and Accreditation is granted only to the legal entity having executed the Indirect Partner Charter and is personal to such entity and not transferable.

The Registered Partner has six (6) months (the "Registration Period"), from the Registration Date, to achieve the Accreditation.

During the Registration Period, the Registered Partner can order Products and On Demand Offer provided that it has the minimum competencies and skills necessary to sell, install and/or maintain such Products and solutions as per the requirements of this Partner Program Guide. The Registered Partner must as soon as practicable but not later than at the date of its first order for Products, either book a training session for the Products it intends to sell, or book a Certification exam session, in both cases for the number of employees required by this Partner Program Guide. If the Registered Partner is not able to book the training session or exam session prior to placing the order, the Registered Partner shall consult the Distributor to purchase complementary services.

Registered Partners are promoted by ALE towards End-Users via the Partner Locator on the ALE public web site as .

An Accreditation is granted as soon as compliance is reached by Indirect Reseller for one Product Specialization, and is acknowledged by the Accreditation committee review. If the Registered Partner fails in achieving Accreditation within the Registration Period, ALE may terminate the Indirect Partner Charter without further notice, and without any compensation or indemnity whatsoever to the Registered Partner. However, if the Registered Partner has demonstrated, during such period, a strong intent to achieve Accreditation and has made investments to comply with the associated requirements, ALE may grant to the Registered Partner another three (3) month period to comply ("Recovery Period").

If, at the end of the Recovery Period, the Registered Partner is still not Accredited, its relationship with ALE will be terminated by ALE without further notice and without any compensation or indemnity whatsoever to the Registered Partner.

5.2. First Accreditation

For the first Accreditation of the Indirect Reseller, ALE may perform a readiness audit before the end of the Registration Period. An audit report will be provided to the Indirect Reseller, describing the compliance status of the Indirect Reseller. When the Indirect Reseller is fully compliant with all the Accreditation requirements, its application for Accreditation will be submitted by ALE to the Accreditation committee review for approval. The Registered Partner will be informed in writing by ALE of the outcome of the Accreditation committee review. Accreditation and the achieved Specializations will then be valid until the end of the year, or, when the Accreditation review takes place in the 4th quarter of each year, it will be valid until the end of the following year.

5.3. Validity & re-assessment

Partner Accreditation and granted Specializations will be re-assessed annually by ALE in October.

At any time during the term of the Indirect Partner Charter and as long as it distributes Products or On Demand Offer, Indirect Reseller must ensure that it remains compliant with the Accreditation and Specialization requirements, especially in terms of staff Certifications.

Notwithstanding the foregoing, ALE may at any time during the term of the Indirect Partner Charter, asks the Indirect Reseller to take corrective actions in the event of non compliance by the Indirect Reseller with any of the Accreditation criteria, without prejudice to the right of ALE to terminate the Indirect Partner Charter for breach.

At any time during the year, if the Indirect Reseller becomes fully compliant with the requirements of a new Specialization, its status is automatically updated by the Accreditation committee review.

5.4. Outcome of the annual Accreditation committee review

In October, when Indirect Reseller's Accreditation level is re-assessed, the result is communicated in writing to the Indirect Reseller. The Specializations and Accreditation requirements achieved by the Indirect Reseller on December 31st will be used to determine the official Partner Accreditation for the following year.

Each year on January 1st, the Indirect Reseller's status on ALE Partner Locator, is updated and the annual Accreditation diploma is issued.

6. EXHIBITS

Exhibit1 Definitions

In addition to terms elsewhere defined in the Indirect Partner Charter of Legal Package, terms used herein with a first capital letter shall have the meaning below. In case of contradiction or discrepancy, the definitions below shall prevail to the necessary extent.

- “Accreditation”: shall mean the authorization granted to the Indirect Reseller by ALE, for a given period of time, for the distribution of ALE Solutions, and which reflects at the time it is granted, the compliance by the Indirect Reseller with the criteria corresponding to its status of Accreditation as set forth in this Program Guide. “Accredited” shall be interpreted accordingly.
- “Accredited Partner Logo” means the specific Logo and related pictures and designs as defined by ALE, as applicable, to identify the Indirect Resellers under the Alcatel-Lucent Enterprise - Partner Program.
- “ACFE” means ALE Certified Field Expert, an employee of the Indirect Reseller having successfully passed the Certification exam to become a post-sales professional for installation and Level 1 maintenance on ALE Solutions.
- “ACPS” means ALE Certified Pre-Sales, an employee of the Indirect Reseller having successfully passed the Certification exam to become a pre-sales expert on ALE Solutions.
- “ACSE” means ALE Certified System Expert, an employee of the Indirect Reseller having successfully passed the Certification exam to become a post-sales Expert for support to ACFE on complex installation and Level 2 maintenance on ALE Solutions.
- “ACSR” means ALE Certified Sales Representative, an employee of the Indirect Reseller having successfully passed the Certification exam to become a Certified sales representative on ALE Solutions.
- “ALE” designates in this Partner Program Guide either ALE International, a France corporation with principal place of business at 32 avenue Kleber, 92700 Colombes, France or ALE USA Inc., a Delaware corporation with principal place of business at 26801 Agoura Road Calabasas, California 91301, USA, depending on the country involved with the understanding that ALE USA Inc. is the entity leading this Partner Program for the NAR Region (United States & Canada) and ALE International is the entity leading this Partner Program for any other country in the world, except China.
- “AQPS” means ALE Qualified Pre-Sales, an employee of the Indirect Reseller having successfully passed the Certification exam to become a pre-sales professional on ALE Solutions.
- “Business Day/Business Hour”: shall mean, unless otherwise specified, a day/hours on which banks are open for business in the country where the Party performing the concerned obligation is established.
- “Certified Employee”: shall mean an Indirect Reseller’s employee who successfully completes the exams defined in the Certification Program. Only such staff having an employment contract or engaged by the Indirect Reseller on a permanent and exclusive basis may be taken into account to award the Specialization. Certification is a personal and nominative examination process that is linked to the employee to support the Specialization of their current employer.
- “Certification Program”: shall mean, for each Specialization, the then current requirements in terms of number of Indirect Reseller’s employees who must (i) have and

maintain a defined level of skills and competencies and (ii) have passed the corresponding exams with ALE. "Certification" shall be interpreted accordingly.

- "Distributor" means a partner (i) appointed as such by ALE under the Partner Program, (ii) having a Distributorship agreement in force with ALE and (iii) having countersigned the Indirect Partner Charter.
- "eFlash": shall mean a written communication posted onto the relevant Portal and sent electronically to the BPCM or other designated contact(s). eFlash typically concerns (i) phase in and phase out of ALE Solutions, (ii) changes in ALE Solutions definition, description or specifications, (iii) Price Lists updates, (iv) Program Guide modifications. Electronic records of the posting onto the Portal or of the issuance to the BPCM of the eFlash, will be deemed satisfactory legal evidence of such posting or issuance. Notification through eFlashes shall be deemed received and effective on the second business day upon posting or issuance to Indirect Reseller's contact(s) unless otherwise stated in the corresponding eFlash.
- "Enterprise Business Portal" : shall mean the web portal operated by ALE and dedicated to ALE partners. The URL of the Enterprise Business Portal is <https://businessportal2.alcatel-lucent.com/>
- "Essential Level" means the bundle of minimum Certifications required to achieve one Specialization on one dedicated Product or On Demand Offer based as the case may be on a Specialization Business Level threshold : 1 ACFE + 1 AQPS + 1 ACSR.
- "Indirect Partner Charter" shall mean the documents, and related attachments, including the Legal Package and this Program guide, issued by ALE, and signed by Distributor and each of its Indirect Reseller.
- "Lab System": shall mean one or several sets of Hardware and Software purchased by Indirect Reseller through its Distributor(s) to be used by Indirect Reseller for laboratory use only and not for resale.
- "Level 1 Support": shall mean the following level of support services :
 - provide the End-User with post-sales technical information
 - identify the origin of the issues
 - manage the technical issues, follow up with the End Users and when necessary involve the Level 2 Support
- "Level 2 Support": shall mean the level of support services provided when Level 1 Support services is not successful:
 - identify the most of the technical issues and
 - fix most of the system configuration issues and
 - remote troubleshooting and provide on-site support intervention
- "Level 3 Support": shall mean the level of support services consisting of providing workaround solutions or bug fixing, to solve issues which were not solved at Level 2 Support
- "Major Releases": shall mean an incremental release of Software that provides maintenance fixes and additional features thereto.
- "Price List": shall mean the price list for each ALE Solutions as such list is determined and updated from time to time by ALE according to ALE pricing policy and made available on the relevant Portal.
- "Plus Level" means the bundle of minimum certifications required to achieve one specialization on one dedicated Product or On Demand Offer based as the case may be on a Specialization Business Level threshold: 1 ACSE + 1 ACPS + 2 ACSR

- “Product Specialization” : shall mean a category of Specialization(s) as defined by ALE and includes Products but also On Demand Offer as the case may be.
- “Services”: shall mean the maintenance and support services to be provided to Distributor and as the case may be to Indirect Resellers or End-Users.
- “Specialization Business Level”, means for ALE Products or On demand Offer covered by a given Specialization, the actual amount of purchases of such Products or On Demand Offer, invoiced by the Distributor to the Indirect Reseller over a 12 month rolling period, taxes excluded, declared by the Distributor to ALE through monthly Point Of Sales (POS) reported and effectively paid by the Indirect Reseller to the Distributor and reduced by any credit notes issued by the Distributor in relation thereto. The “Specialization Business Level” does not include any Logistic Fees.
- “Welcome Center” : shall mean the ALE structure providing a single point of contact in several languages to ALE Indirect Resellers, with dedicated email address and phone number.

Exhibit 2 Indirect Reseller Profiles

General principles

In order to become, and remain, a Indirect Reseller under this Partner Program and the Legal Package, the Indirect Reseller must have a profile matching with the following, and must comply with the requirements set forth in this Partner Program Guide. Any further significant change in the Indirect Reseller’s profile might be a cause for ALE to reconsider the Accreditation of the Indirect Reseller and if applicable to terminate the Indirect Partner Charter.

Common profile of all Indirect Resellers

Indirect Reseller should be a sustainable trading company with appropriate assets and staff to provide assurances in respect of its durability to the third parties with which it enters into commercial relations.

Indirect Reseller should have the capabilities and resources required to promote ALE Solutions through marketing actions.

Indirect Reseller should directly hire the appropriate amount of employees corresponding to the requirements of this Partner Program Guide to perform Services to End-Users.

Indirect Reseller must comply with the Business principles as described in the Legal Package.

Indirect Reseller profile

An Indirect reseller is in addition to the general criteria set forth above, a professional information technology and/or network and/or telecommunication products reseller located in a country or region where ALE Solutions are distributed to guaranty support and services to End-Users.

Indirect Reseller achieved or forecasted turnover should be significant to demonstrate its implication in the distribution business. The level of profitability achieved or forecasted by the Indirect Reseller should be sufficient to support its investments in certification, training and marketing activities.

Indirect Reseller may add value to ALE Solutions through the sale of products, applications and/or services sold in association with them.