

Region North America

Guidelines for Broadband Active Networks Distributor
and Solution Provider Channel Members

Edition Seven, 25 January 2022

Notice

The Guidelines included in this document are for Channel Members (as defined below) (the “Guidelines”).

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1 Introduction

Key Definitions:

“**Distributor Channel Member**” means an entity authorized for the purposes of the Partner Program, which can promote, distribute and support Broadband Active Networks products to all Channel Members but is not authorized to resell them to end customers without specific permission from CommScope.

“**North America**” means the United States of America and Canada.

“**Channel Member**” means any authorized member of the Partner Program for Broadband Active Networks products and includes Distributors, Authorized Solution Providers and Select Solution Providers.

“**Channel Portal**” or “**Partner Portal**” means <https://www.commscope.com/membership/>.

“**Partner Program**” means the Partner Program for Broadband Active Networks to which a potential Channel Member applies and is accepted into by CommScope, authorizing the Channel Member to promote and resell Broadband Active Networks products to end customers and/or other Channel Members in accordance with the terms and conditions of the agreement to be executed directly between CommScope and the Channel Member (where applicable), incorporating fully the Channel Members Guidelines, with all such information set out on the Channel Portal.

“**Broadband Active Networks**” means infrastructure products within CommScope’s Access Networks Solutions (ANS), Cable and Connectivity Solutions (CCS) and Networking, Indoor Cellular & Security Solutions (NICS) product segments, (i.e. Satellite Receiver, HFC, Passive Optical Network (PON), Video Processing, CMTS and Edge QAM, Ruckus, Content Management, Network Management, and Professional Services).

“**ILT**” means instructor-led training.

“**QSC**” means the qualitative selective criteria as set out in Exhibit 2.

“**SLA**” means a service-level agreement.

“**MSD**” means the Microsoft Dynamics platform.

“**Candidate Solution Provider**” means a prospective solution provider applying to become a member of the Channel Program that may add features or services to an existing product prior to reselling the integrated product or complete solution.

“**Solution Provider Channel Member**” means an entity authorized for the purposes of the Partner Program, including to sell Broadband Active Networks to end customers (and other Channel Members), and includes Authorized Solution Providers and Select Solution Providers.

“**VILT**” means virtual instructor-led training.

2 Partner Program

The Partner Program is a set of transparent rules shared with all Channel Members, allowing them to invest time and money in selling Broadband Active Networks products with confidence. The Partner Program described in these Guidelines aims to provide all Candidate Solution Providers with the necessary information to become a Channel Member and develop a set of specialized technical and sales skills to continue to meet the QSCs that enable access to a wide range of Broadband Active Networks products.

A high-level summary of the main aspects of the Partner Program is set out in Exhibit 1. Nonetheless, it is important that Channel Members are fully aware of, and comply with, all rules set out in these Guidelines.

2.1 Product Portfolio

CommScope offers a vast array of Broadband Active Networks. These products target a wide range of market segments such as the cable and telecom operator markets. CommScope’s strategy is to ensure optimized alignment between each product and a Channel Member’s skill set. Every Channel Member is eligible to apply for authorization to resell each of the products, or set of products, listed in Table 1. Authorization shall be granted on a product by product basis, depending on the Channel Member’s ability to meet the relevant QSCs.

Table 1 - Product Categories

Categories	Product Group	Products
Broadband Active Networks	Satellite Receiver*	Satellite Receiver
Broadband Active Networks	HFC	Hybrid Fiber Coaxial (HFC), Access Technologies (AT)
Broadband Active Networks	PON	Passive Optical Network (PON), Remote OLT Manager
Broadband Active Networks	Video Processing	Encoders, Ad insertion, Video On Demand, VUE ^{Error! Bookmark not defined.} , vManage ^{Error! Bookmark not defined.}
Broadband Active Networks	CMTS and Edge QAM	Cable Modems Termination System (CMTS) and Edge QAM, Distributed Access architecture (DAA), vManager ^{Error! Bookmark not defined.} , VUE ^{Error! Bookmark not defined.}
Broadband Active Networks	Ruckus	Ruckus ¹
Broadband Active Networks	Content Management	MultiTrust MultiDRM, SecureMedia, MultiTrust TITANIUM CAS ^{Error! Bookmark not defined.}
Broadband Active Networks	Network Management	ServAssure, Assurance ^{Error! Bookmark not defined.}
Broadband Active Networks	Professional Services	Network Transformation Consultancy, Network/Headend Design, Integration Services

¹ To purchase Ruckus, Titanium, and Assurance products from CommScope, Select Solution Providers, Authorized Solution Providers, and Distributors need to sign a written contract variation to their existing Solution Provider or Distributor agreement with CommScope, which varies the terms of the agreement to incorporate product-specific terms for the Ruckus, Titanium, Elemental and Assurance products that CommScope is obliged to include in all Channel Member Solution Provider or Distributor agreements.

In the case of vManager, VUE, Titanium and Assurance products, a Channel Member must ensure that the end customer provides CommScope remote access to its network. The end customer shall raise the case through the Channel Member but CommScope needs to have access to the network to assess the case.

2.2 Partner Program Structure

The Partner Program is comprehensive in nature and is dedicated to Channel Members. Figure 1 highlights the roles and responsibilities of Channel Members.

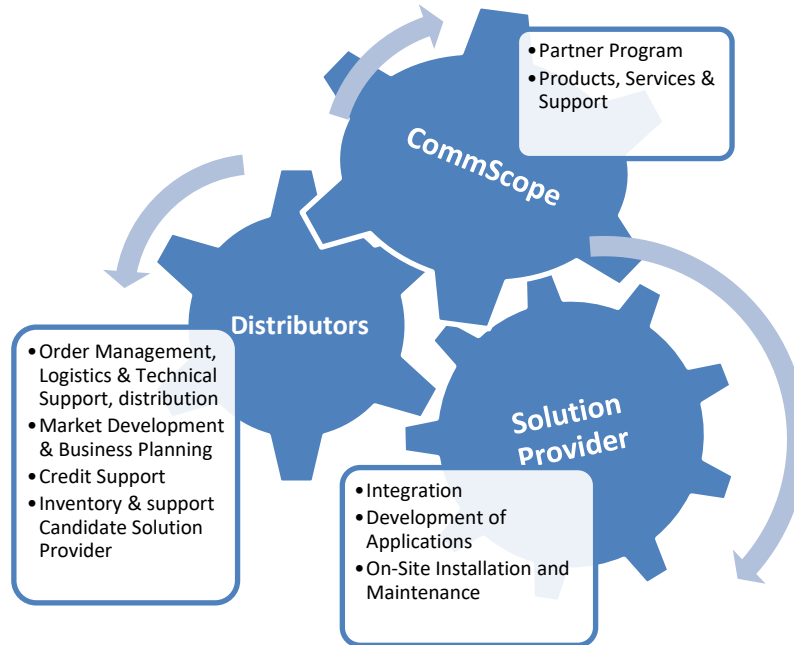


Figure 1 - Roles and Responsibilities of Solution Provider Channel Members and Distributors.

2.2.1 Channel Members

- The Partner Program encompasses the Broadband Active Networks product portfolio.
- The Distributor is a key player in the ecosystem of the Partner Program, bringing important skill sets in logistics, order management, business planning, demonstration equipment, credit-line support and technical support.
- The primary responsibility of a Distributor is to support, technically and otherwise, Authorized Solution Providers in region. In regions where there are no Distributors, an Authorized Solution Provider shall have the opportunity to contract with a Select Solution Provider. Distributors are only appointed when a strict set of criteria is satisfied. This is due to the strategic importance of the relationship between CommScope and its Distributors.
- A Solution Provider Channel Member’s business model objective is to specialize in delivering a variety of CommScope solutions to end customers. Solution Provider Channel Members provide integration (integrate Broadband Active Networks products with existing end customer equipment and equipment from other third parties), concept-validation (lab validation before end customer deployment), development of value added applications (e.g. integration with an existing OSS/BSS platform), on-site installation, maintenance services and local market knowledge.

2.3 Membership Tiers

The tiered structure of the Partner Program rewards Channel Members for hard work and dedication by providing a path for expanding their relationship with CommScope, and in turn, aims to accelerate the growth of their business. At the core of the Partner Program is the idea of investment. As your company increases its commitments to our products, CommScope shall also increase its investment in the relationship with you.

There are two Solution Provider Channel Member tiers in the Partner Program, each with different objectives and “value-add criteria” for selection. The first membership tier is the Authorized Solution Provider. Further Qualification to the Select Solution Provider and the Distributor levels is based upon achieving specific commitments within the Partner Program.

2.3.1 Authorized Solution Provider

The Authorized Solution Provider category makes up the first tier of the Partner Program. This status gives you access to the products, tools and training necessary to begin selling Broadband Active Networks products. When collaborating or working with Distributors, you can focus on what you do best: qualifying and serving customers. Purchases of Broadband Active Networks products and services for this tier can be made through a Distributor, which affords the Authorized Solution Provider the benefit of the Distributor’s logistics expertise and stock holdings (though the Authorized Solution Provider can also purchase from other Channel Members).

2.3.2 Select Solution Provider and Distributors

CommScope contracts directly with Select Solution Providers, and Distributors. CommScope takes full responsibility for delivering the Partner Program and providing support to Select Solution Providers and Distributors. All Select Solution Providers and Distributors have the option of sourcing product directly through CommScope (or another Channel Member). In addition, Distributors may choose to offer enhanced logistics value to Select Solution Providers for part, or all, of their business. If a Select Solution Provider opts to purchase through a Distributor for this additional value, the Distributor, at its sole discretion shall establish the price point and the terms of sale with the Select Solution Provider.

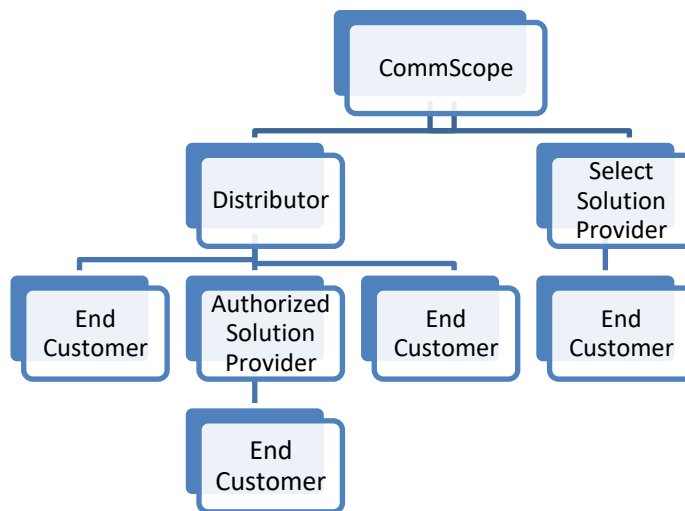


Figure 2 – Purchasing Relationships in the Partner Program*

*This is a suggested Purchasing Relationships flow. However, there is nothing that prevents a Channel Member to buy from any other Channel Member. For example, a Select Solution Provider can buy products from a Distributor.

2.4 Partner Program Membership Levels

One of the most important components of the Partner Program is its set of membership requirements known as the 'CommScope Factors' that define the membership levels. These components dictate specific requirements in 4 (four) key areas:

- **Authorization**
- **Revenue**
- **Responsiveness**
- **Information**

Table 2 - Membership Level Criteria

	Authorized Solution Provider	Select Solution Provider	Distributor
Authorization of Technical Personnel	At least 1 (refer to Table 4)	At least 2 (refer to Table 4)	At least 3 (refer to Table 4)
Authorization of Dedicated Sales Staff	1	3	3
Minimum Revenue (per annum)	US\$100,000	US\$1,000,000	US\$3,000,000
Responsiveness/Support	Help desk, guarantee call back, call tracking (as per QSC)*	Help desk, guarantee call back, call tracking (as per QSC)	Help desk, guarantee call back, call tracking (as per QSC)
Information	Primary Contact	Primary Contact, Channel Member Business and Marketing Plan, Point of Sales, Inventory Report and forecasts	Primary Contact, Channel Member Business and Marketing Plan, Point of Sales, Inventory Report and forecasts

Note: For avoidance of doubt, in assessing whether the minimum revenue target is met, CommScope will also take into account sales that have been invoiced but remain unpaid.

* Authorized Solution Providers may enlist the services of a Distributor to cover the after-normal-business-hours component of the 24/7 technical support. Thereafter, the Authorized Solution Providers membership level criteria and essential QSC (see Exhibit 1, Table 1) shall be amended as follows:

Table 3 – Amended QSC

Recent Track Record	Demonstrated Expertise	Technical Training	Information Tracking and Technical Support	Lab	Valid Technical Support Contract
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QSC	✓	✓	✓	8 hours a day, 5 days a week		
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(Authorized Solution Provider notification of the Distributor written undertaking confirmation shall follow the standard Partner Program application process.)

If an Authorized Solution Provider is unable to enlist the services of a Distributor to cover the after-normal-business-hours component of the 24/7 technical support, then the Authorized Solution Provider shall be required to meet the essential QSC for those product groups (as set out in Exhibit 1, Table 1) and the membership level criteria (as set out in Table 2), and for clarity the above-mentioned amendments shall not apply. If an Authorized Solution Provider intends to apply for SLA directly from CommScope, the Authorized Solution Provider shall call and pay the Distributor and meet the following criteria:

- 3 trained technical personnel
- Lab (excluding video processing products)

2.4.1 Authorization of Technical Personnel and Dedicated Sales Staff and Training Requirements for all Channel Members

To satisfy end customer needs, it is crucial for Channel Members to maintain up-to-date CommScope product knowledge. As part of the Partner Program, CommScope offers technical and sales education delivered through electronic modules and instructor-led classes.

Dedicated Sales Staff

Each Channel Member must appoint a minimum number of dedicated sales staff, as per Table 2. The Channel Member’s dedicated sales staff are advised to attend all CommScope webinars and all CommScope channel conferences.

Technical Training

Product and solution technical training includes education on CommScope product components, features, functionality and configuration.

The engineers must be able to provide solution and/or network design, install equipment, configure customer Information and interface with customers as subject-matter experts and provide Level 1 and Level 2 support on a per product category basis.

Table 4 highlights the number of training authorization requirements for each membership level.

Table 4 – Training Authorization Requirements

	Training				Technical Support Reauthorization		
	Min number of people trained/ (per product)	Type of Training	Frequency	Price	Min number of people reauthorized	Type of reauthorization	Frequency of reauthorization
Authorized Solution Provider	1 (to get access to direct support)	ILT, VILT	<ul style="list-style-type: none"> When requesting to first re-sell product When authorization is missed Whenever Channel Member asks for it Whenever there is a technical personnel change	Refer to CommScope University	1 (to get access to direct support)	Technical Support Scorecard	3 years
Select Solution Provider	2	ILT, VILT or eLearning	Same as above	Refer to CommScope University	2	Technical Support Scorecard	3 years
Distributor	3	ILT, VILT or eLearning	Same as above	Refer to CommScope University	3	Technical Support Scorecard	3 years

Note: Technical Support Scorecard is a quantitative measurement based on online training followed and number of cases opened. Criteria are released on a yearly basis.

Registration and Enrollment in Training Courses

Each Channel Member must enroll in courses according to the product access granted when joining the Partner Program. For the avoidance of doubt, mandatory ethics training follows the same enrollment process but does not count as technical training. To register for training, a Distributor or Select Solution Provider must issue CommScope with a binding, non-cancellable purchase order. Authorized Solution Providers can place a purchase order with a Distributor or Select Solution Provider.

After successful completion of a particular product course, a Channel Member will be granted authorization to resell the relevant products. For product compliancy, Channel Members are required to maintain authorized product knowledge levels for technical staff as indicated in Table 4:

- Authorized Solution Providers are required to have at least one (1) personnel with training validity in force per product or be reauthorized. If an Authorized Solution Provider wants access to direct support, the number of personnel trained should be two (2).
- Select Solution Providers are required to have at least two (2) personnel with training validity in force per product or be reauthorized.
- Distributors are required to have at least three (3) personnel with training validity in force per product or be reauthorized.

Reauthorization is on a three (3)-year basis. Training validity is on a two (2)-year basis. However, if a Channel Member passes the reauthorization process, they are then exempt from the training requirement for a period of three (3) years.

In case of any questions, a Channel Member can find information on-line by accessing the Learning Management System through the Channel Portal, or a Channel Member can contact training@commscope.com directly for help and advice on: (a) training course objectives; (b) how to book

specific training courses; (c) when future training courses will be scheduled for the year; and (d) their training obligation status. Alternatively, a Channel Member can contact their local CommScope sales representative, who can advise on the Channel Member's training obligation status.

For the avoidance of doubt, a Channel Member's failure to complete the mandatory ethics training shall be considered a material breach of these Guidelines and the terms set forth in Section 3 below shall apply.

2.4.2 Revenue Target

A Distributor's and Select Solution Provider's revenue is based on the cumulative CommScope sales of Broadband Active Networks products to the Distributor and Select Solution Provider. An Authorized Solution Provider's revenue is based on the cumulative CommScope sales of Broadband Active Networks products to the Authorized Solution Provider. A Channel Member shall be required to meet the applicable annual target shown in:

Table 3 (the "Revenue Target") which highlights the contribution requirements for each membership level. Revenue should be estimated at sales of the previous year.

At the end of each calendar year, CommScope shall review each Channel Member's performance to ascertain if the QSCs and CommScope Factors have been met, in order to define each Channel Member's level for the next calendar year.

If during a given calendar year a Channel Member reaches the Revenue Target for the next membership level (for clarity, the level above the Channel Member's current authorized membership level), and subject always to the Channel Member successfully meeting the other CommScope Factors, the Channel Member shall be promoted to the next membership level in the Partner Program with immediate effect. Channel Members shall be notified of their membership level change.

2.4.3 Responsiveness Requirements

Ensuring the satisfaction of CommScope end customers is a critical outcome of the Partner Program. CommScope requires that Channel Members maintain prescribed levels of support for help desk, call management and/or call tracking as well as guaranteed call back times. These stipulations help to ensure agreement on levels of responsiveness to customer requests.

Table 2 highlights the requirements for each membership level.

The requirements depend on whether the relevant product groups have an SLA with CommScope.

For Product Groups that do not have an SLA with CommScope

Channel Members are required to provide Level 1 and Level 2 support to all end customers, during business hours, five (5) days per week (excluding weekends and holidays) for each country where a product is sold. Minimum coverage is eight (8) hours a day on each day.

The Level 1 support help desk should, at a minimum, be able to cover the following:

- Order a repair or a service on behalf of the end customer.
- Provide details concerning the warranty status of any items.

When selling to an end customer, the Channel Member should use its best efforts to promote the value of CommScope services and highlight the risk and the cost of the end customer not purchasing these plans.

The Level 2 support help desk should, at a minimum, be able to cover the following:

- Provide help-desk escalation for end customers. Level 2 support issues are usually defined as in-depth operating system or product-functionality questions that may require engineering assistance.

- Utilize environment and application troubleshooting, advanced configuration and engineering escalations (if required) to try to promptly provide customers with the information they need to resolve their issue.

For Product Groups that have an SLA with CommScope

Except where CommScope already provides direct SLA to the end customer, Channel Members are required to resell CommScope support services directly to the end customer. Services shall be provided on an end-customer basis. End customers shall open cases directly with CommScope.

Note: In the case of Titanium, due to restricted access to systems, it is not expected that the Candidate Solution Provider will be able to resolve a high percentage of issues, but other Level 1 requirements are applicable.

2.4.4 Information Requirements

Information requirements reflect the extent to which the Channel Member and CommScope are proactively cooperating to develop the market. Specific commitment requirements include the Channel Member Business and Marketing Plan as well as the Point of Sales Reporting and Inventory Report (see below).

- Channel Member Business and Marketing Plan
All Channel Members should provide to CommScope a business and marketing plan for each calendar year by the end of November of the previous year (the “**Channel Member Business and Marketing Plan**”). The template for the Channel Member Business and Marketing Plan can be located on the Channel Portal under the Partner Program Information Library. The Channel Member Business and Marketing Plan template helps Channel Members to outline their business, strategies and key marketing objectives for the year, and helps with the overall planning process for aligning efforts, accelerating time to market and defining opportunities and challenges.
- Point of Sales Reporting and Inventory Report
Distributors and Select Solution Providers are required to provide their point of sales data on a quarterly basis (the “**Point of Sales Reporting and Inventory Report**”) and upload on the MSD platform. CommScope must receive this data no later than the end of the month following the month for which such data is required. For example, CommScope must receive point of sales data for March no later than April 30th. The Point of Sales Reporting and Inventory Report contains critical information for CommScope. This information helps to provide the basic data to run market analysis to align marketing and business development efforts while ensuring our Channel Member inventory remains under control. Templates for Point of Sales Reporting and Inventory Report are available on the Channel Portal.

The information provided by Channel Members as part of the Business and Marketing Plan and the Point of Sales Reporting and Inventory Report shall be uploaded in the Channel Portal and be kept confidential and shall not be shared by CommScope with any other Channel Member.

2.4.5 Primary Contact

CommScope will, at times, need to send certain important legal and compliance communications to Channel Members. These may include notifications on product discontinuance, important updates as to how the Partner Program is going to operate and other legal information that we are required to provide to you. All Channel Members are therefore required to provide CommScope with the name, work address and email address of a member of their organization with appropriate seniority (the “**Primary Contact**”). The Primary Contact must provide this information by accessing the Channel Portal. CommScope will send all such communications by email to the Primary Contact using the email address they provide, and Channel Members are responsible for ensuring that all such communications are monitored and distributed to relevant members of their organization as they deem appropriate. Any change to the identity or email address of the Primary

Contact must promptly and without delay be notified to CommScope by sending an email to: channelprogram-sp@commscope.com.

As well as sending legal and compliance information about the Channel Program, CommScope may also use the contact information that the Primary Contact provides to send copies of the Channel newsletter and other useful marketing communications about events and new products. If, as a Primary Contact, you would rather not receive such marketing communication then please just let CommScope know by sending a message to the following address: marketing-arris@commscope.com. Primary Contacts will be reminded of their right to “opt-out” of any CommScope marketing emails both at the time that they first provide their contact details and at the time of each subsequent marketing communication. However, Primary Contacts will not be able to opt-out of the legal and compliance notifications discussed in the paragraph above.

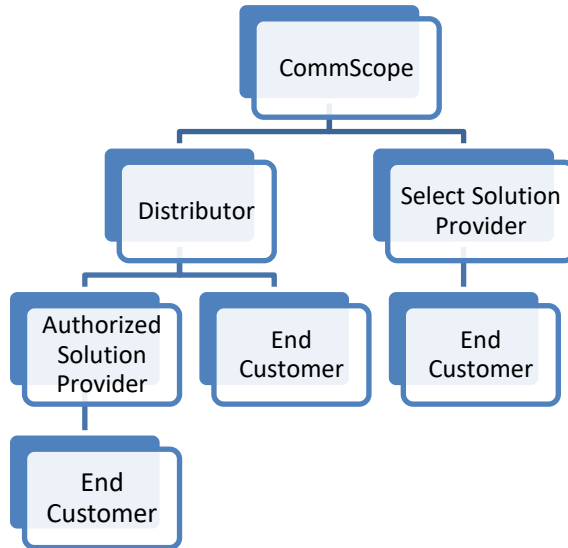
3 Failure to Comply with the Guidelines

A Channel Member’s failure to adhere to the Guidelines, shall be deemed to be a material breach of the Guidelines. CommScope shall notify a Channel Member by email of the material breach and request that the Channel Member remedy the material breach within thirty (30) days, commencing from the date of CommScope’s email notification. If a Channel Member fails to remedy the material breach within the time frame specified above, CommScope reserves the right to terminate the Channel Member’s authorized status in the Partner Program. For the avoidance of doubt, in the event that the Channel Member’s authorized status in the Partner Program is terminated, the Channel Member shall cease to be entitled to any benefits under the Co-op Fund (see further Exhibit 5).

Exhibit 1. Partner Program Summary

This is a high-level summary of the main aspects of the Partner Program. Nonetheless, it is important that Channel Members are fully aware of, and comply with, all rules set out in the Guidelines.

Channel Membership Level (See 2.3)



Partner Program Application Process (See Exhibit 3)

- Step 1** Review Partner Program as detailed in the Guidelines.
- Step 2** Submit an on-line application through the Channel Portal.
- Step 3** Participate in an interview with CommScope.
- Step 4** Be notified of the application result.
- Step 5** Be able to purchase products in approved categories, after receiving the appropriate training

Essential Qualitative Selective Criteria (See Exhibit 2)

- To become a Channel Member, a Candidate Solution Provider must meet certain mandatory QSC. Satisfying the QSC is a critical aspect of the Partner Program as it ensures that CommScope maintains integrity within the Partner Program.
- The minimum QSC needs to be met for each product the Channel Member wishes to gain access are set out below:

	HFC	PON	Video Processing*	CMTS and Edge QAM	Ruckus	Content Management	Network Management	Professional Service
Major Customer Impact	Level 1	Level 2	Level 2	Level 2	Level 2	Level 2	Level 2	
Recent Track Record	√	√	√	√	√	√	√	
Demonstrated Expertise	√	√	√	√	√	√	√	
Technical Training engineers	1	3	3	3	3	3	3	
Information Tracking and technical Support	8 hours a day, 5 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	
Lab		√	√	√	√		√	
Valid CommScope Technical Support contract		√	√	√	√	√	√	

***Note:** For video processing products, Select Solution Providers, Authorized Solution Providers and Distributors may enlist the services of CommScope to cover for the lab and CommScope Technical Support contract requirements. This will be subject to CommScope pre-authorization and a higher SLA fee to the Channel Member to reflect the additional service that CommScope will provide.

Benefit (See Exhibit 4)

Category	Description	Authorized Solution Provider	Select Solution Provider	Distributor
Training Program	Training & Support	√	√	√
Marketing Program	Sales tools (Portal, Webinars, Brand Centre/My CommScope, Newsletters); Case study; Advisory Council; Channel survey; Lead Management	√ (Partial)	√	√
Inventory Program	Inventory Price Protection			√
Sales Program	Opportunity Register	√	√	√

Coop Fund (See Exhibit 5)

- Half (0.5%) per cent of the Distributors’ quarterly invoiced value related to purchases of Broadband Active Networks products only (up to a maximum of US\$50,000 per annum).
- Quarter (0.25%) per cent of the Select Solution Provider’s quarterly invoiced value related to purchases of Broadband Active Networks products only (up to a maximum of US\$50,000 per annum).
- Thirty (30%) per cent of the Co-op Fund (up to a maximum of ten thousand dollars (\$10,000) for Select Solution Providers) is dedicated to support funding of CommScope’s extensive range of training courses.
- The Co-op Fund supports a wide range of methods for promotion of Broadband Active Networks products and services, including for Distributors, and Select Solution Providers: Literature Development; Events; Training & Seminars; Promotional Materials & Signage; and Demonstration Equipment for Lab Purposes.
- To make a claim for reimbursement, complete the Co-op Claim Form online via MSD, accessed through the Channel Portal, with supporting documents. A copy of the third party invoice “paid” or to be paid must accompany all claims. Claims for branded goods must be accompanied by artwork or samples. All claims must be calculated in U.S. dollars and the exchange rate used must be shown on the form. All claims must be presented in the English language.
- The Co-op Fund shall accrue from January 1st to December 31st.

Requirement (See 2.4)

	Authorized Solution Provider	Select Solution Provider	Distributor
Authorization of Technical Personnel	At least 1 (refer to Exhibit 1, Table 1)	At least 2 (refer to Exhibit 1, Table 1)	At least 3 (refer to Exhibit 1, Table 1)
Authorization of Dedicated Sales Staff	1	2	3
Minimum Revenue (per annum)	US\$100,000	US\$1,000,000	US\$3,000,000
Responsiveness	Help desk, guarantee call back, call tracking (as per QSC)	Help desk, guarantee call back, call tracking (as per QSC)	Help desk, guarantee call back, call tracking (as per QSC)
Information		Channel Member Business and Marketing Plan, Point of Sales and Inventory Report	Channel Member Business and Marketing Plan, Point of Sales and Inventory Report
Other Requirements	N/A	N/A	N/A

Training (See 2.4.1)

- To satisfy end customer needs, it is crucial for Channel Members to maintain up-to-date CommScope product knowledge. As part of the Partner Program, CommScope offers technical and sales education delivered through electronic modules and instructor-led classes.
- A Learning Management System is available and can be accessed via the Channel Portal or directly through CommScope University so that all Channel Members have access to on-line training, schedules and information concerning the availability of each training session.

Training		Technical Support Reauthorization					
	Min number of people trained/ (per product)	Type of Training	Frequency	Price	Min number of people reauthorized	Type of reauthorization	Frequency of reauthorization
Authorized Solution Provider	1 (to get access to direct support)	ILT, VILT or eLearning	<ul style="list-style-type: none"> When requesting to first re-sell product When certification is missed Whenever Channel Member asks for it Whenever there is technical personnel change 	Refer to CommScope University	1 (to get access to direct support)	Technical Support Scorecard	3 years
Select Solution Provider	2	ILT, VILT or eLearning	Same as above	Refer to CommScope University	2	Technical Support Scorecard	3 years
Distributor	3	ILT, VILT or eLearning	Same as above	Refer to CommScope University	3	Technical Support Scorecard	3 years

Exhibit 2. Essential Qualitative Selective Criteria

To become a Channel Member, a Candidate Solution Provider must meet certain minimum mandatory QSC. Satisfying the QSC is a critical aspect of the Partner Program as it ensures that CommScope maintains integrity within the Partner Program. Indeed, the QSC protect Channel Members as CommScope will not authorize any Candidate Solution Providers which fail to meet the QSC into the Partner Program. Channel Members represent our brand and protect the end customer, so authorized Channel Members need to be qualified to deliver first class solutions and services.

The minimum QSC that needs to be met for each product the Channel Member wishes to gain access to:

Exhibit 2, Table 1 - Essential QSC

	HFC	PON	Video Processing*	CMTS and Edge QAM	Ruckus	Content Management	Network Management	Professional Services
Product Example	Hybrid Fiber Coaxial	Passive Optical Network (PON), Remote OLT Manager	Encoders, Ad insertion, Video on Demand, (Software Encoders, Transcoders, Packagers and Origin Servers), VUE, vManager	Cable Modems Termination System (CMTS) and Edge QAM, R-PHY, Distributed Access architecture (DAA), vManager, VUE	Ruckus	MultiTrust MultiDRM, MultiTrust TITANIUM CAS	ServAssure, Assurance	Network Transformation Consultancy, Integration Services
Major Customer Impact	Level 1	Level 2	Level 2	Level 2	Level 2	Level 2	Level 2	
Recent Track Record	✓	✓	✓	✓	✓	✓	✓	
Demonstrated Expertise	✓	✓	✓	✓	✓	✓	✓	
Technical Training engineers	1	1	3	3	3	3	3	
Information Tracking and technical Support	8 hours a day, 5 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week	
Lab		✓	✓	✓	✓		✓	
Valid CommScope Technical Support contract		✓	✓	✓	✓	✓	✓	

***Note:** For video processing products, Distributors, Select Solution Providers and Authorized Solution Providers may enlist the services of CommScope to cover for the lab and CommScope Technical Support contract requirements. This will be subject to CommScope pre-authorization and a higher SLA fee to the end customer.

Definition of QSC Categories

Recent Track Record: Having effectively sold products in this industry in the past two (2) calendar years.

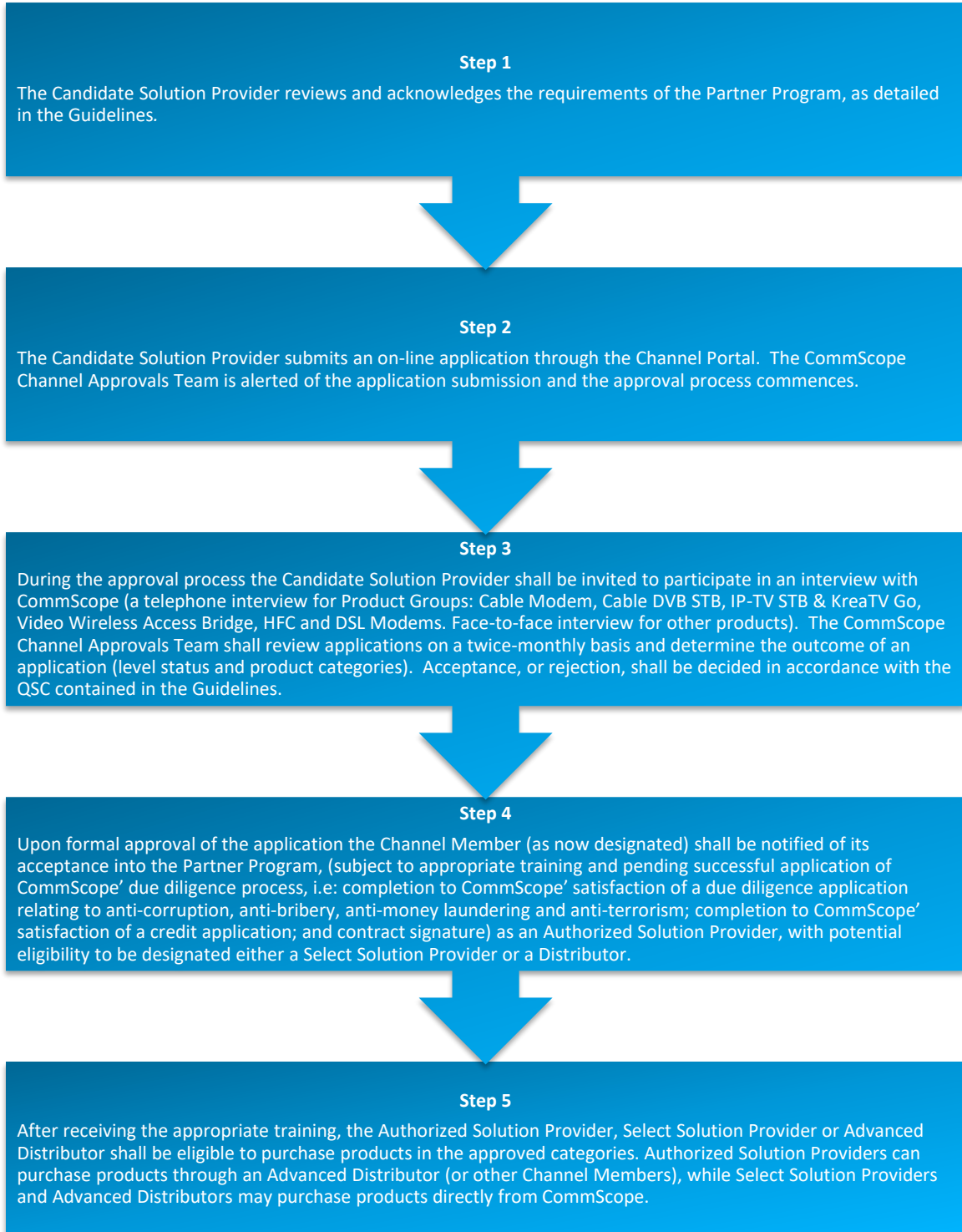
Demonstrated Expertise: Having proven technical experts in each chosen product category.

Technical Training: Investing in training (authorization) of at least one (1) full-time field engineer for each relevant product category. The number of technical personnel needed to be trained depends on the membership level and the product family; please refer to Table 4.

Information Tracking and Technical Support: Maintaining prescribed levels of support for help desk, call management and/or call tracking, as well as guaranteed call-back times. These stipulations help to ensure agreement on levels of responsiveness to customer requests. For different products, minimum five (5) days a week, eight (8) hours a day, up to seven (7) days a week, twenty-four (24) hours a day (please refer to Exhibit 1, Table 1 above).

Lab: Investing in lab equipment on a per product category basis after being accepted into the Partner Program.
Valid Technical Support Contract: Require a service contract that can be ordered in the same way as a product to ensure a minimum service quality level at the end customer premises.

Exhibit 3. Partner Program Application Process



Note: If an applicant wishes to challenge a decision, please escalate this through your CommScope local sales representative or through channelprogram-sp@commscope.com.

Exhibit 4 Partner Program Benefits

All Channel Members receive valuable benefits specifically designed to help grow their businesses. Each Solution Provider Channel Member can maximize these benefits by achieving higher levels of authorization, contribution, commitment and customer support services requirements.

Exhibit 4, Table 1 – Partner Program Benefits

Category		Description	Authorized Solution Provider	Select Solution Provider	Distributor
Training Program	Training & Support	Sales and Technical Product Training	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		Central Technical pre-sales Support	1 Hour/Month	2 Hours/Month	2 Hours/Month + joint customer visit
Marketing Program	Sales Tools	CommScope Channel Portal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		Brand Centre/My CommScope: Sales Kits; Collateral; Print-Ready Artwork, Email; etc.		<input type="radio"/>	<input type="radio"/>
		Newsletters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		Webinars	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Events	Access to online & in-person events as available	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Programs	Cooperative Marketing Fund		<input type="radio"/>	<input type="radio"/>
	Case Study Program	CommScope contribution to joint customer case study writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Channel logo	PartnerPRO Network logo		<input type="radio"/>	<input type="radio"/>
	Welcome Certificate	Signed program certificate issued yearly on qualification	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	CommScope Promotional Merchandise Stores	Store offering a variety of CommScope branded items	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Advisory Council	Regional Committee with a broad representation of Channel Members	Invite only	Invite only	Invite only
	Customer Experience Centre	Provision of CommScope facility to arrange customer visits	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Channel Survey	Regionally focused Channel Survey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Lead Management	Access to New Leads	Eligible	Eligible	Priority Access
Inventory Program	Inventory Price Protection	Subject to compliance with the terms and conditions noted below in Section 5.2			<input type="radio"/>

Sales Program	Opportunity Register	Facilitate the register of Channel Member opportunities			
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I. Marketing Program

CommScope Channel Portal: Online resource for all Channel Members providing access to various tools and information to help you market and resell Broadband Active Networks products and solutions. Authorized Solution Providers can have up to three (3) users registered in the single sign on (“SSO”) set forth on the Channel Portal. Select Solution Providers can have up to four (4) registered users.

Brand Centre/My CommScope: On-line Co-Branding Marketing tool available to all Channel Members, accessible through the Channel Portal. This tool provides an array of marketing materials such as datasheets, print ready artwork, advertisements, brochures, email campaign materials available to co-brand, translate, etc.

CommScope Promotional Merchandise Store: CommScope provides access to a store where all Channel Members can purchase a variety of CommScope branded merchandise at reasonable prices. Access to the promotional merchandise store is through the Channel Portal.

Newsletters: Issued to Channel Members on a regional basis, newsletters shall provide updates on products and solution information, key CommScope dates, event details, training dates, press release related news, market and research.

Webinars: Presented to Channel Members on a regional basis, CommScope shall deliver regular webinars to provide focused product updates, new releases, general channel updates, and other pertinent information to be shared-with Channel Members

Channel Events:

Channel Conference: CommScope offers online & in-person regional conferences. As available, Channel Members will be invited to attend.

Advisory Council: Regional Advisory Council Meetings will take place with a select group of Channel Members who provide a broad representation of all Channel Members. CommScope will randomly select the advisory members so that each level in the Partner Program and each product category is evenly represented. Periodically, CommScope will renew the advisory members. The Advisory Council is designed to give a platform for CommScope and the advisory members to openly share, discuss and explore issues, ideas, strategies and direction, together achieving a greater understanding of each party’s mutual needs and creating positive momentum to greater mutual success.

Customer Experience Centre: CommScope has a number of Customer Experience Centers around the globe which Channel Members can utilize to arrange customer visits at an appropriate CommScope facility.

Case Study Program: Offering Channel Members a case study program allowing the opportunity to showcase customer wins in the form of case studies written and funded by CommScope.
Marketing Support Funds: Provide access to co-op marketing funds to Select Solution Providers and Distributors to fund CommScope marketing activities in line with standardized global coop Guidelines.

Channel logo: Provision of program-level PartnerPRO logos to be used by Channel Members to promote their inclusion in the Partner Program on all marketing and sales-related materials.

Welcome Certificate: Provision of a signed Program Certificate indicating the assigned level in the Partner Program provided on a yearly basis, upon qualification in line with the Guidelines, to be made available through the Channel Portal.

Channel Survey: CommScope will regularly conduct regionally focused surveys to measure our Channel Member's loyalty as well as areas requiring improvement.

Lead Management: Consistent process to collate enquiries/leads and distribute to all Channel Members which are authorized to resell Broadband Active Networks products in the product category of the enquiry. The follow-up shall be done through the MSD platform.

II. Inventory Program (applicable to Distributors only)

i. Inventory Price Protection

CommScope may decrease the prices for products at its absolute discretion. Where price decreases apply, accepted purchase orders in backlog, or purchase orders received by CommScope subsequent to the effective date of the price decrease, shall be invoiced at the new reduced price. In the case of products which are held by Distributors in inventory at the time of a price decrease, then CommScope shall credit the Distributor's account with the amount of the price decrease provided that:

- (i) the price decrease is unrelated to movements in currency exchange rates relative to the US dollar;
- (ii) CommScope has been paid, when due, in full for the products concerned, (subject to the agreed payment terms);
- (iii) the Distributor can evidence that the products are held in inventory by the Distributors on the effective date of the price decrease;
- (iv) the products are unsold, unused and undamaged;
- (v) each of the products were shipped from CommScope to the Distributor no more than three (3) months before the price decrease;
- (vi) the Distributor is in full compliance with the Partner Program, particularly in relation to reporting requirements.

For the avoidance of doubt promotional prices shall not be considered to be price decreases and the Distributors shall not be entitled to benefit from price decreases where the Distributors has obtained products at promotional prices.

ii. Stock Rotation Program (applicable to Access Technology products and Distributors only)

This Stock Rotation Program applies to Access Technology ("AT") products only and shall come into effect once eighty percent (80%) of the initial stocking order has been shipped ("**Implementation**"). Provided that the Distributor can document that, at any point in time, it had an inventory worth twenty percent (20%) of the value of the AT purchase orders that it has placed during the previous twelve (12) months, and that such purchase orders are equal to or greater than one million US dollars (\$1,000,000), the Distributor can apply for a rotation of stock on a quarterly basis ("**Stock Rotation**").

The application shall be made to CommScope via a purchase order during the first two (2) quarters following Implementation. The Distributor may return AT products purchased and delivered with a value equal to or less than twenty percent (20%) of the net US dollar value of the CommScope AT products purchased by the Distributor during the previous quarter. During any subsequent quarter, the Distributor may return AT products purchased with a value equal to or less than two percent (2%) of the net US dollar value of CommScope AT products purchased by the Distributor during the previous twelve (12) months.

In order to be eligible for a Stock Rotation the following conditions must be met:

- (a) A Stock Rotation request must be submitted to CommScope by the Distributor no later than the tenth (10th) business day of the calendar month, following the calendar quarter for which Stock Rotation is requested. A return authorization number shall be issued within five (5) business days from the date CommScope receives the request (the "Return Authorization");
- (b) Product shall be returned new, unsold, undamaged and unopened in its original sealed packaging. Demonstration equipment or used products are not eligible for Stock Rotation;
- (c) The Distributor must provide complete valid serial numbers for all products, and associated invoice numbers, to qualify for the full invoice value of products returned;
- (d) Returned products must be shipped prepaid (at the Distributor's expense), to the CommScope designated location, within fourteen (14) business days from CommScope providing the Return Authorization to the Distributor;
- (e) The products must have been shipped to the Distributor less than four (4) months before the Distributor's stock rotation request, except during the first two (2) quarters following Implementation, where the products must have been shipped to the Distributor less than six (6) months before the Distributor Stock Rotation request. For the avoidance of doubt, the initial first two (2) quarters period starts when eighty percent (80%) of the initial stocking order have been shipped;
- (f) The Distributor's Stock Rotation request must be accompanied by a new purchase order of equal or greater value than the value of the products returned; and
- (g) The Distributor is in full compliance with the Terms and Conditions of the Partner Program, particularly in relation to reporting requirements;

Provided that the Distributor complies with all product return requirements, as detailed above and in respect of returned products that the Distributor has already paid for, a full credit will be applied to the Distributor's account in respect of any rotated product returns. Credit will be issued toward invoices to which rotated products relate in accordance with section (f) above.

III. Sales Program

Opportunity Register: Channel Members can register opportunities where one Channel Member can provide proof of work undertaken over and above its contractual obligations, by emailing channelprogram-sp@commscope.com, with your sales representative on copy .

Authorized Solution Providers can enter up to two (2) opportunities at a time (through their Distributor), Select Solution Providers can enter up to three (3) opportunities at a time and Distributors can enter up to five (5) opportunities at a time. This information shall be kept strictly confidential and shall not be shared by CommScope with any other Channel Member. CommScope shall treat all Channel Members fairly as regards opportunities. The Opportunity Log is subject to the following conditions:

- All fields on the MSD platform must be completed accurately and correctly;
- All relevant mandatory training with CommScope must have been completed by the relevant Channel Member and be up-to-date for each CommScope product category; and
- All Channel Member account data must be up-to-date, e.g. Channel Member Business and Marketing Plan etc.

Exhibit 5. Co-op Marketing Guidelines

1. The Co-operative Marketing Fund

CommScope understands that the success of its products is predominantly reliant on the success of its valued Distributors and Select Solution Providers. That is why we are pleased to contribute to the marketing expenses of our Distributors and Select Solution Providers. CommScope accomplishes this through its sales-boosting Partner Program co-operative marketing fund (the “Co-op Fund”).

The Co-op Fund is comprehensive in nature and easy to use. It is designed to assist our, Distributors and Select Solution Providers in implementing more effective marketing activities. The mutually beneficial objective of the Co-op Fund is to promote sales of Broadband Active Networks products to our shared customers and end users. The Co-op Fund can be used to help successfully increase both the Channel Member’s and CommScope’s market shares, as well as help to grow the size of CommScope’s market in general.

CommScope is pleased to provide Co-op Fund to assist valued Distributors and Select Solution Providers to market their businesses by promoting Broadband Active Networks products. For any questions regarding any issue on Co-op Fund, please contact your dedicated regional marketing contact.

2. Co-op Fund Benefits

The Co-op Fund is provided to help defray costs incurred by the Distributor or Select Solution Provider when they are promoting Broadband Active Networks products using programs and activities that have received prior written approval from CommScope’s regional Marketing contact, as well as to assist with the cost of undertaking product training.

The Co-op Fund provides a number of significant benefits for the applicable Channel Members, and CommScope, by delivering:

- Targeted promotional support for Distributor or Select Solution Provider.
- Increased awareness of the CommScope brand image to end users of the Broadband Active Networks products.
- Enhanced image of the Distributor or Select Solutions Provider's network.
- Prized assistance to the Distributor or Select Solution Provider in promoting and selling Broadband Active Networks products.
- Valued support for a wide range of approved marketing efforts to compliment individual requirements.
- Thirty percent (30%) of the Co-op Fund, (with a maximum of ten thousand (\$10,000) for Select Solution Providers) is dedicated to support funding of CommScope's extensive range of training courses.

3. Eligibility

Distributors and Select Solution Providers are in good standing (including but not limited to satisfying invoices on time and generally complying with the Partner Program rules) are eligible to apply for Co-op Fund once a Distributor or Select Solution Provider Agreement is executed with CommScope. To receive the Co-op Fund, Distributors or Select Solution Providers must submit for approval a specific, dedicated marketing/promotional plan within three (3) months of the signing of the agreement (an example of a marketing plan is shown in Appendix A of these Co-op Guidelines) and thereafter on an annual basis in support of their overall CommScope Partner Program business plan.

4. Co-op Marketing Fund Availability

The Co-op Fund is available to all Distributors and Select Solution Providers, with a signed CommScope agreement, whose advertising and promotions comply with the Co-op Guidelines contained herein and approved by CommScope regional Marketing. The Co-op Fund is calculated on an annualized basis, with a cap at fifty thousand US dollars (\$50,000). The Co-op Fund for the calendar year begins accruing on January 1st and ends on December 31st of the same calendar year (the "**Relevant Calendar Year**"). The Co-op Fund account shall be accrued with an amount equal to half (0.5) percent of the Distributor's quarterly invoiced value related to purchases of Broadband Active Networks products only (with the exception of Cable Modem and Cable QAM Set Top Box product categories); and quarter (0.25) percent of the Select Solution Provider's quarterly invoiced value related to purchases of Broadband Active Networks products only (with the exception of Cable Modem and Cable QAM Set Top Box product categories). CommScope reserves the right to review and amend the Co-op Fund at any time by giving the Channel Member a minimum of thirty (30) days written notice.

As stated herein, the Co-op Fund is provided to help you to market and grow your business by promoting Broadband Active Networks products. To help drive investment focus and assist in promoting strategic growth, CommScope shall cap the Co-op Fund (see Table 1 for eligible activities list) at fifty thousand US Dollars (\$50,000) per Relevant Calendar Year unless:

- a) demonstration equipment investment in a given Relevant Calendar Year is more than twenty-five thousand US Dollars (\$25,000); or
- b) the Co-op Fund is invested in a CommScope funded head (see Appendix E for details).

5. Business Development Fund

In addition to the Co-op Fund, CommScope also provides its direct contracting Channel Members the ability to access a strategic business development fund (the “**Strategic Business Development Fund**”).

The Strategic Business Development Fund is available, on application, on an annual basis for the period commencing January 1st and ending on December 31st to all Distributors and Select Solution Providers in full Partner Program compliance. The qualifying Channel Member will be required to submit their Channel Member Business and Marketing Plan, by uploading the file to the Channel Portal, no later than by 31st March of the then current calendar year. The Channel Member Business and Marketing Plan must be in alignment with CommScope’s channel strategy. In addition, the Channel Member Business and Marketing Plan needs to be credible and demonstrate the activities that require funding to support growth potential. All Channel Member Business and Marketing Plans submitted by 31st March of the given calendar year will be reviewed by the core channel team consisting of Operations, Sales and Marketing. A decision will be communicated to all Channel Members that have submitted an application no later than by the end of the second calendar quarter (Q2).

Both the Co-op Fund and the Strategic Business Development Fund will follow the Distributor and Solution Provider Channel Member Guidelines and will be administered through the Channel Member’s Co-op Fund account on the Channel Portal. If a Channel Member is successful with their application, the approved sum will be added to the balance of the Channel Member’s Co-op Fund account and requests and claims will be processed pursuant to the terms set forth in these Co-op Guidelines in the Relevant Calendar Year.

6. Distribution of Co-op Fund

Distributors and Select Solution Providers receive Co-op Funds from CommScope, as detailed above, based on their invoiced orders on all eligible Broadband Active Networks products in the previous calendar quarter or the previous three (3) months. Whilst the Co-op Fund is accrued during the Relevant Calendar Year, such Co-op Funds are made available at the end of each calendar quarter from March 31st of the then Relevant Calendar Year until March 31st of the next Relevant Calendar Year.

The Co-op Fund is received as a credit note booked to the Distributor’s or Select Solution Provider’s account. This Co-op Fund can be drawn down against future orders received by CommScope from the Distributor or Select Solution Provider before the end of the next Relevant Calendar Year. No advance or cash payments are available.

7. Use of the Co-op Fund

The Co-op Fund can be used against costs incurred by the Distributor or Select Solution Provider when advertising or promoting Broadband Active Networks products.

The Co-op Fund supports a wide range of methods for promotion of Broadband Active Network’s products and services, including for Select Solution Providers and Distributors:

- Literature Development
- Events
- Training & Seminars *
- Promotional Materials & Signage
- Demonstration Equipment for Lab Purposes**

Additional approved activities for Distributors:

- Direct Mail
- Point-of-Sale Material
- Advertising
- Web Design and Social Media
- Funded Heads

* In order to assist with the investment in training, CommScope shall dedicate thirty percent (30%) of the approved Relevant Calendar Year Co-op Fund (with a maximum of ten thousand US dollars (\$10,000) per Co-op Fund Relevant Calendar Year for Distributors and Select Solution Providers) accrued by Distributors and Select Solution Providers on a quarterly basis for product training. Further details can be found in Appendix D.

** CommScope encourages Channel Members to use the Co-op Fund to support their lab requirement for technical support.

A comprehensive listing along with requirements and proof of performance documentation required are shown in Table 1 under the Qualifying Media section of these Co-op Guidelines. There shall be a partial reimbursement to CommScope if non-CommScope products appear in the promotion or advertising. When considering using the Co-op Fund for gifting customers, please see the guidance provided in Appendix F.

To make a claim for reimbursement your marketing activity must be submitted for approval via MSD and must have received prior written approval from CommScope's regional Marketing contact, via MSD. CommScope reserves the right to reject claims that have not received prior written approval.

8. Obtaining Prior Approval

Prior approval is required for **all** Co-op Fund requests and corresponding claims. Without prior approval from your dedicated regional marketing contact, the reimbursement of your activities cannot be guaranteed.

Basic information you must provide to obtain prior approval includes:

- Objective(s) of activity (e.g. increased sales, brand awareness, enhance product knowledge)
- Brief description of promotion (when, where, etc.)
- Estimated costs
- Draft copy (where applicable)

For ease of approval this process shall be managed through MSD which can be accessed through the Channel Portal.

To minimise the chance of rejection of your proposal, please ensure adherence at all times to all terms and conditions of the Co-op Fund rules set out in these Co-op Guidelines.

The approval of any marketing program/campaign is at CommScope's discretion and depends on the correct application of the Co-op Guidelines. CommScope must also be informed about the results of any such marketing program/campaign (samples, sales success, etc.) no later than one (1) month after the marketing program ends. Claims can only be made when all receipts have been submitted to CommScope.

9. Making a Claim for Reimbursement

Agreed upon costs of your promotions (excluding VAT) shall be reimbursed from your Co-op Fund.

To make a claim for reimbursement, complete the Co-op Claim Form online via MSD accessed through the Channel Portal, and submit it together with the required supporting documentation via the online system to your dedicated regional marketing contact for approval.

Necessary supporting documentation:

- A copy of the third party invoice “paid” or to be paid must accompany all claims
- Claims for branded goods must be accompanied by artwork or samples
- All claims must be calculated in U.S. Dollars (\$USD) and the exchange rate used must be shown on the form
- All claims must be presented in the English language

For an overview of reimbursable marketing activities and programs, please refer to the section headlined ‘Qualifying Media’.

10. Timing of Promotions & Reimbursement of Claims

The Co-op Fund shall be accrued during the Relevant Calendar Year and shall be used to contribute to the Distributor or Select Solution Providers costs for approved expenditure for promotions that run during such time period. Distributors and Select Solution Providers have until 31st March following the Relevant Calendar Year to submit any Co-op Fund claims for such Relevant Calendar Year. After this date, any remaining Co-op Fund for the Relevant Calendar Year shall be forfeited. However, to enable correct accounting accruals all approval requests for the Relevant Calendar Year must be received by CommScope by March 1st after the Relevant Calendar Year. After this date, prior approvals can no longer be booked against that particular Relevant Calendar Year Co-op Fund. Any approvals submitted after March 1st shall therefore be automatically carried over into the next Relevant Calendar Year Co-op Fund. For example, for an activity taking place on December 15th, which has already received approval for the corresponding Co-op request, the claim, together with the necessary supporting materials, must be submitted no later than March 31st of the following calendar year.

Note: Marketing activities and promotions that shall be implemented after March 1st cannot be claimed from the Co-op Fund for the previous Relevant Calendar Year and shall therefore be automatically carried over into the next Relevant Calendar Year Co-op Fund.

11. Advertising & Messaging Standards

All marketing programs must be in compliance with all laws, rules and regulations in the country where the product is marketed and promoted. The Distributor or Select Solution Provider is wholly responsible for any such marketing program.

Note: CommScope expressly disclaims any liability or responsibility for any marketing program implemented by the Distributor or Select Solution Provider. CommScope’s approval of any marketing program purely relates to eligibility for the Co-op Fund and nothing more.

Advertising text and messages about Broadband Active Network’s products must be accurate and truthful. Any activity including inaccurate or misleading messages shall be automatically rejected.

The Distributor is responsible for the marketing activities of its Authorized Solution Providers. CommScope shall not under any circumstances credit or approve any activity directly to an Authorized Solution Provider. The Distributor

should also make sure that an Authorized Solution Providers activity are properly implemented to comply with these Co-op Guidelines.

12. Use of Channel Identifier Logos & Trademarks

Please refer to the “PartnerPRO Network Brand Guidelines” on the Channel Portal to download the appropriate PartnerPRO Network Channel Identifier logos. Claims that do not show the correct authorized PartnerPRO Network Channel Identifier logo shall be rejected.

The authorized use of the CommScope logo, PartnerPRO Network logo and PartnerPRO Network Channel Identifier logos, must be followed at all times. A Distributor or Select Solution Provider should ensure that its appropriate personnel and advertising agencies are fully aware of and abide by the “PartnerPRO Network Brand Guidelines” at all times.

Note: CommScope shall not, under any circumstances, reimburse a Distributor or Select Solution Provider for an activity in which the correct CommScope logo, PartnerPRO Network Channel identifier logos is used improperly or misrepresented in any way.

13. Qualifying Media

The Co-op Fund programs are subject to CommScope’s prior written approval and are listed below. The actual percentage of costs that can be claimed depends on the manner in which Broadband Active Networks products are advertised. Qualifying Media are shown in Table 1.

Exhibit 5, Table 1 - Qualifying Media for the CommScope Co-op Fund

Qualifying Media	Expenses Covered	Requirements for promotion	Proof of Performance Documentation
Apply to Distributors and Select Solution Providers			
CommScope Sales Literature Reimbursement: up to 50%		Printing Fees	Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Sales brochures (produced by the Distributor) Reimbursement: up to 100%	Cost of literature (printing and artwork typesetting)	Photograph of Broadband Active Networks product(s) CommScope brand exclusive Distributor or Select Solution Provider logo to be used	Sample of brochure Copy of third party invoice(s) paid or to be paid (converted to USD \$ and translated in English)
Trade Show, Road Show, Exhibition and other Event Reimbursement: up to 50%	Booth space or conference room hire, graphics, pre-show promotions No reimbursement for beverages, travel and hotel expenses	Must feature/include Broadband Active Networks product(s) in display and demonstration Distributor or Select Solution Provider logo to be used	Photograph of booth with product(s) displayed Copy of third party invoice(s) paid or to be paid (converted to USD and translated in English)
CommScope Training and Conferences Reimbursement: up to 100%	Programme / Session cost – 30% of total Co-op Fund (Distributor not exceeding \$10,000) accrued on a quarterly basis - to include hotel and travel expenses which shall not exceed \$2500/year	Broadband Active Networks product and sales course / conference	Copy of third party invoice(s) paid or to be paid and participation fee(s)
Distributor Select Solution Provider and End-user Seminar Reimbursement: up to 100%	Cost of hire room No reimbursement for beverages, travel and hotel expenses	Use of event to drive incremental or new opportunities for CommScope business	List of participants, agenda and program, pictures of session Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Promotional items and giveaways (directly supplied by CommScope) Reimbursement: up to 100%	Production costs Limit: \$5,000 per Co-op Fund Relevant Calendar Year (total including items produced by Distributor or Select Solution Provider)	Distributor or Select Solution Provider logo to be used	Sample of item Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Demonstration Equipment for use in Demo Lab Reimbursement: up to 100%	Cost of demonstration equipment purchased from to set up a Demo Lab, etc. (not for resale) including but not limited to, lab equipment required for technical support for Product groups.	Photograph of Demo Lab CommScope brand exclusive area	Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English) Photograph of Demo Lab
Promotional items and giveaways (produced by the Distributor and Select Solution Provider) Reimbursement: up to 50%	Production costs Limit: \$5,000 per year (total including items produced by CommScope)	Distributor, or Select Solution Provider logo to be used	Photograph of signage. Copy of third party invoice(s) paid (converted into USD and translated in English)
Additional approved activities applying to Distributors			

Qualifying Media	Expenses Covered	Requirements for promotion	Proof of Performance Documentation
Dedicated CommScope Funded Head	See Appendix E for full details	See Appendix E for full details	See Appendix E for full details
Direct Mailings, Telemarketing activities Reimbursement: up to 100%	Artwork, copy writing, printing, fulfillment, postage, Call centre costs	Photograph of Broadband Active Networks product(s) CommScope brand exclusive in mailer Distributor logo to be used	Copy of postage receipt (converted to USD) Sample of mailer with listing Copy of third party invoice(s) paid or to be paid (converted to USD and translated in English)
Point of Sales Material Reimbursement: up to 100%	Artwork Production	To feature Broadband Active Networks product(s) Distributor logo to be used	Sample of item Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Print advertising in newspapers and magazines Reimbursement: up to 100%	Space / artwork typesetting	Photograph of Broadband Active Networks product(s) Distributor logo to be used	Tear out page containing advertisement showing the publication and date Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Web page design, updates/maintenance Reimbursement: up to 100%	Design and maintenance	To feature Broadband Active Networks product(s) Distributor logo to be used	Link to test site. Approval of test site prior to live version. Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Radio/ Television Advertising Reimbursement: up to 75%	Agency costs, Airtime costs	To feature Broadband Active Networks product(s) Distributor logo to be used	Taped sample, Airtime schedule Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Yellow Pages printed or online Reimbursement: up to 50%	Space / artwork typesetting	Distributor logo to be used and shown in significant type size	Tear out page containing advertisement showing the publication and date. Screenshot and web link. Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Indoor / Outdoor Signage Reimbursement: up to 100%	Space / Layout artwork	Photograph of Active Networks product(s) Distributor logo to be used	Photograph of signage. Copy of third party invoice(s) paid or to be paid (converted into USD and translated in English)
Customer Hosted Visits to a CommScope Tier 1 Tradeshow	Reasonable travel and hotel costs – See Appendix G for full details. Costs covered shall be capped at a maximum of \$10,000 per Co-op Fund Relevant Calendar Year.	Detailed agenda and plan for visit approved by Regional Sales Lead.	Full receipts, copy of agreed plan and approval.

Appendix A: Channel Member Business Plan Template 20xx

Company Name:

20xx Main Projects/ \$ Revenue in 20xx

Name	Product(s)	Date	20xx expected revenue (USD)	Total expected project revenue (USD)	Critical success factors

20xx Sales Forecast Summary

Products	180 days (M\$)	1 yr (M\$)	3 yrs (M\$)	Critical success factors
Hybrid Fiber Coaxial (HFC), Access Technologies (AT)				
Passive Optical Network (PON)				
Encoders, Ad insertion and Video On Demand				
Cable Modems Termination System (CMTS) and Edge QAM				
Ruckus				
MultiTrust MultiDRM, MultiTrust TITANIUM CAS				
ServAssure, Assurance				
Professional Services				
Satellite Receiver				

Resource Allocation:

	Dedicated Sales Staff	Dedicated Sales Engineer	Shared Sales Head	Shared SEs	Other Dedicated Resources
Next 12 month					
Next 24 month					
Next 36 month					

Marketing Initiatives for 20xx:

Activity	Country	Date	Cost (USD)	CommScope support needed?

Appendix B: CommScope Co-op Fund Program Exceptions

1. Suspension of Reimbursement

CommScope reserves the right to suspend Co-op Fund payments under this scheme if the Distributor Channel's or Select Solution Providers receivable account with CommScope or other Program are not current or other contractual obligations are not met.

2. Termination as a Distributor or Select Solution Provider

Notification of termination as a Distributor or Select Solution Provider shall automatically suspend any accrued Co-op Fund. The accrued Co-op Fund shall be cancelled on the date of termination. After notification of termination, only claims for promotions that were received with prior written approval, had occurred, and been invoiced before notification of termination shall be processed. Claims of any marketing activity or marketing program initiated after the date of termination shall be rejected. If dealership termination proceedings are reversed by CommScope, the funds shall be made available again.

3. Breach of Terms and Conditions

CommScope reserves the right to suspend the Co-op Fund and withhold reimbursement to any Distributor or Select Solution Provider whose promotions are in breach of the terms and conditions of these Co-op Guidelines.

Appendix C: CommScope Co-op Fund Claim Form

The Co-op Fund claim form can be found within MSD which can be accessed through the Channel Portal.

Appendix D: Channel Member Training Strategy & Usage of Co-op Fund

Training is a fundamental necessity which provides Channel Members with pertinent product information, practical hands-on experience and the ability to test and endorse understanding, all to an accredited level which imparts a deeper knowledge and enhances the selling proposition of Broadband Active Network's product portfolio.

In order to assist with that investment, CommScope shall allocate thirty percent (30%) of the Co-op Fund (with a maximum of ten thousand US dollars (\$10,000) for Distributors or Select Solution Providers) accrued by Distributors or Select Solution Providers on a quarterly basis, which shall be dedicated to support funding of product training.

For a list of all Channel Member training obligations, as well as how to enrol on training courses offered by CommScope, please view either the Authorized Distributor or Solution Provider Channel Member Guideline documents or visit CommScope University, all of which can be found via the Channel Portal.

Appendix E: Co-op Funded Head

CommScope offers its Distributors of the Partner Program the option to co-fund a sales or pre-sales position (“**Dedicated Resource**”) for a project to be agreed between CommScope and the Distributor with the overall aim of helping to sell and promote Broadband Active Networks products (the “**Project**”). The Dedicated Resource shall be partially funded through the Distributor’s Co-op Fund for a set period of time outlined below. The Dedicated Resource shall be employed and managed by the Distributor. The overall aim is for the Dedicated Resource to be fully absorbed into the Distributor’s headcount.

The Dedicated Resource shall not represent itself as an agent of CommScope for any purpose, nor pledge CommScope’s credit or give any condition or warranty or make any representation on CommScope’s behalf or commit CommScope to any contracts. The Dedicated Resource shall not, without CommScope’s prior written consent make any promises or guarantees with reference to Broadband Active Networks products or services beyond those contained in the promotional or technical material supplied by or approved by CommScope or otherwise incur liability on behalf of CommScope. The Distributor shall be fully responsible for the engagement, salary, expenses and employment costs and liabilities (including any employment related tax) in relation to the Dedicated Resource and if the Distributor agrees to indemnify and hold CommScope harmless on demand against any employment related claims, costs, liabilities and expenses relating to the Dedicated Resource.

Criteria

Distributors are eligible to apply for Co-op Funded Head(s) if they meet the following criteria:

Distributor

- has executed an agreement with CommScope;
- is compliant with the Partner Program rules;
- satisfies the criteria for Co-op set out in the Co-op Guidelines;
- has no outstanding invoices due to CommScope;
- has shown that they can deliver the requirements for the Project to CommScope’s satisfaction;
- has achieved at least \$2,000,000 in revenue through the sale of Broadband Active Networks products or services through the Program in the previous calendar year; and
- has agreed with CommScope on the Goals and Expectations (as defined below) of the Dedicated Resource set out below.

Goals and Expectations of Dedicated Resource

CommScope and the Distributor shall agree on the goals and expectations of the Dedicated Resource (“**Goals and Expectations**”) in order for them to complete the Project. The Goals and Expectations shall be set out in writing and shall include, but not limited to, the following:

- CommScope and Distributor shall agree on the scope of the Project;
- Dedicated Resource to have proven expertise to fulfil the scope of the Project;
- Dedicated Resource to bring value-add to Broadband Active Networks products (i.e. selling their own value on top of the Broadband Active Networks products);
- Distributor to handle the selection and interview process of the Dedicated Resource and present a selected final candidate to CommScope; CommScope shall have right of refusal;
- Dedicated Resource shall be required to attend and maintain the appropriate CommScope product training at CommScope’s cost, excluding travel and hotel costs, which shall be at the cost of the Distributor; and
- Distributor and CommScope shall agree on a predetermined set of key performance indicators (“KPIs”) to which progress of the Dedicated Resource shall be measured against on a quarterly basis. Failure to meet the agreed goals could result in CommScope withholding the Co-op Fund for the Dedicated Resource.

If CommScope and the Distributor cannot agree on the Goals and Expectations of the Dedicated Resource, the Distributor may not have the Co-op Fund Head request approved. Distributor’s may be asked to provide supporting documentation as evidence of the cost incurred.

Dedicated Resource Funding

The table below sets out Distributor’s and CommScope’s contribution towards the Dedicated Resource:

	Year 1	Year 2	Year 3
CommScope Co-op Fund Contribution*	100% of Dedicated Resource Salary	50% of Dedicated Resource Salary	0% of Dedicated Resource Salary
Distributor Direct Contribution	0% of Dedicated Resource Salary	50% of Dedicated Resource Salary	100% of Dedicated Resource Salary

*CommScope’s Co-op Fund contribution is limited to a maximum of eighty thousand US dollars (\$80,000) per Dedicated Resource per year. For the avoidance of doubt, CommScope Co-op Fund shall only contribute towards the salary of the Dedicated Resource and shall not be responsible for any expenses incurred by Dedicated Resource, such as but not limited to, travel expenses, company car allowance etc. with the exception of attendance at any CommScope event or training, when normal CommScope Co-op rules apply.

After nine (9) months from the start of Year 1, Distributor and CommScope shall meet to discuss the performance of the Dedicated Resource and assess whether or not the Dedicated Resource is to continue to Year 2. After the conclusion of Year 2 the Distributor shall fund the Dedicated Resource solely at their own cost for a minimum of twelve (12) months, with the aim of continuing to grow results for CommScope.

Performance of the Dedicated Resource

If the Dedicated Resource does not meet the Goals and Expectations set by Distributor and CommScope for two (2) consecutive quarters, CommScope shall be entitled to withhold Co-op Fund reimbursement until the Dedicated Resource is performing adequately to the agreed KPIs.

Appendix F: Guidance for CommScope Channel Members for Gifting Customers When Using CommScope Co-op Marketing Fund

CommScope would like to reaffirm to our Channel Members that Co-op Fund is provided as a Program benefit to support the promotion of CommScope. All Co-op Fund requests therefore must be closely linked to the promotion of a particular Broadband Active Networks product or solution. Below you can find specific examples aimed at helping you to determine if an activity sits within the approved guidelines for giving gifts to customers.

As a CommScope Channel Member what gifts can you give to your customers using the Co-op Fund?

As a general rule, you should consider: (i) the financial value of the gift - gifts of nominal value are acceptable, while lavish expensive gifts are not; (ii) the frequency of the gift - even a nominal gift if given too often may become unacceptable; (iii) the context in which the gift is given – even a small gift when if given you have a pending bid with the recipient customer’s organization is unacceptable; and (iv) that gifts come in many forms – a charitable contribution is considered a gift too. A monetary or product donation to an organization could be perceived as a controversial alliance or improper favoritism, in particular with regards to government bodies and associations.

If you are ever unsure please reach out to CommScope’s regional Marketing contact.

Items of a nominal value which therefore may potentially be approved for CommScope Co-op Fund usage could include:

- Branded merchandise of a nominal value such as pens, pads, mugs, t-shirts, etc.
- US\$50 gift basket for a seasonal holiday gift.
- Air travel for a bespoke customer visit to a CommScope facility (no business travel and mid-range accommodation only considered).

Items that are considered lavish and shall not be approved for CommScope Co-op Fund usage:

- Personal and/or expensive gifts such as a set of personalized golf clubs or a case of champagne.
- Hospitality including dinners (outside of an organized event agenda).
- Air travel and/or accommodation to attend an industry event.
- Gifts with a value of more than US\$100 per item.

Appendix G: Co-op Fund Usage for Customer Hosted Visits

CommScope offers its Select Solution Providers the opportunity of utilizing their co-op funds to host a single identified customer at a CommScope Tier 1 Tradeshow. The tradeshow list can vary each year: please refer to your regional Marketing contact for the annual schedule of approved events.

The Co-op Funds will cover the following reasonable expenses for the identified key customer decision maker and one (1) Distributor or Select Solution Provider employee, up to a maximum of \$10,000* per Co-op Fund Relevant Calendar Year:

- Airfare (no business class travel)
- Reasonable hotel expenses (4* maximum)

Prior approval must be sought from your CommScope account manager as well as the regional sales lead. A detailed agenda and plan of the visit must be provided. The customer must be 'hosted' by either CommScope, the Distributor or the Select Solution Provider at all times. Any deviation from this will result in denial of the request/claim.

Note: No entertainment expenses nor food and beverages can be included.