

Region North America

(United States and Canada)

Guidelines for Access Network Solutions Distributor and
Solution Provider Channel Members

Edition One, 01 MARCH 2024

Notice

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Introduction

Key Definitions:

“ANS” means CommScope Access Network Solutions business segment.

“Distributor Channel Member” means an entity authorized for the purposes of this Partner Program, to promote, distribute and support Access Network Solutions products to all Channel Members and end customers.

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

“Channel Member” means any authorized member of this Partner Program for Access Network Solutions products and includes Distributors, Authorized Solution Providers and Select Solution Providers.

“Channel Portal” or “Partner Portal” or “CPP” means the CommScope PartnerPro® Portal (CPP) that begins with your “My CommScope” account. MyCommScope – Everything you need to make doing business with us easier: <https://www.commscope.com/membership/>.

“Partner Program” means the Partner Program for Access Network Solutions to which a potential Channel Member applies and is accepted. Thus, authorizing the Channel Member to promote and resell Access Network Solutions 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).

“Access Network Solutions” means infrastructure products within CommScope’s Access Networks Solutions (ANS) business segment. Example: Hybrid Fiber Coaxial (HFC), Passive Optical Network (PON), Video Processing, Video Infrastructure, Cable Modem Termination System (CMTS), DAA Modules, Network Management, and Professional Services.

“ILT” means instructor-led training.

“VILT” means virtual instructor-led training.

“QSC” means the qualitative selective criteria as set out in Section 1.4.1.

“SLA” means a Technical Support service-level agreement.

“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 this Partner Program, to sell Access Network Solutions to end customers (and other Channel Members). This includes Distributors, Authorized Solution Providers and Select Solution Providers.

“24-7” means twenty-four hours a day, seven days a week.

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 Access Network Solutions 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 Access Network Solutions products.

A high-level summary of the main aspects of the Partner Program is set out in Exhibit 2. Nonetheless, it is important that Channel Members are fully aware of, and comply with, all rules set out in these Guidelines.

I. Product Portfolio

CommScope offers a vast array of products under the Access Network Solutions segment. 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

Product Category	Product Examples
HFC	Hybrid Fiber Coaxial (HFC), Access Technologies (AT)
PON	Passive Optical Network (PON), Remote OLT Manager, Domain Manager
Video Processing	Encoders, Ad insertion, Video on Demand
Video Infrastructure	Edge QAM (APEX3000 EQAM and APEX3000-NE), VUE1
CMTS	Cable Modems Termination System (CMTS) and Edge QAM, Distributed Access architecture (DAA)
DAA Modules	RPDs and RMDs, Remote Shelf products
Network Management	¹ ServAssure®, HLX Domain Manager, VTM
Professional Services	Network Transformation Consultancy, Network/Headend Design, Integration Services

¹ To purchase ServAssure products from CommScope, Select Solution Providers, and Distributors need to sign a written contract variation to their existing Solution Provider (SP) agreement with CommScope, which varies the terms of the SP agreement to incorporate product-specific terms for the ServAssure products. A Channel Member must ensure that the end customer provides CommScope remote access to its network. The end customer shall raise any support cases through the Channel Member, but CommScope needs to have access to the network to assess the case.

II. 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.

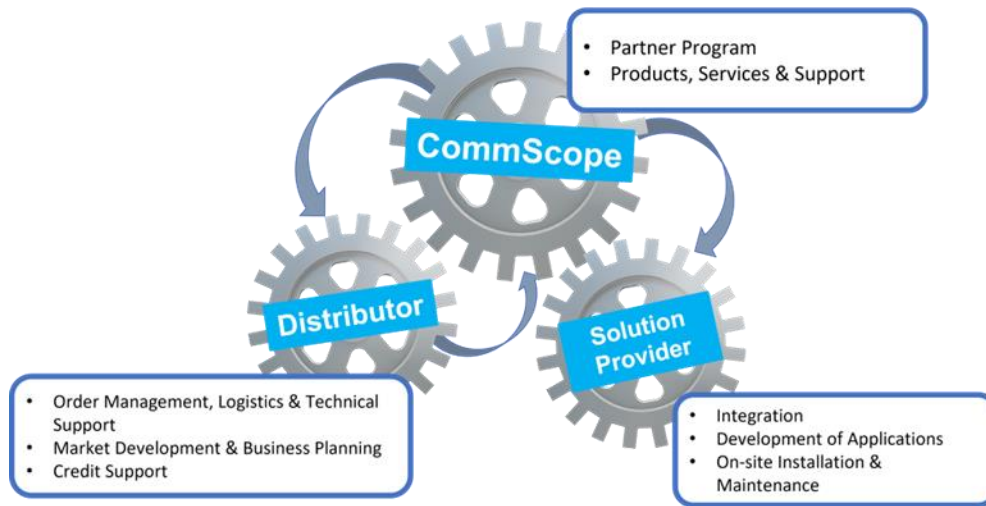


Figure 1 - Roles and Responsibilities of Solution Provider Channel Members and Distributors.

i. Distributors

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.

ii. Solution Provider Channel Members

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 Access Network Solutions 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 operating support system/ business support system (OSS/BSS) platform), on-site installation, maintenance services and local market knowledge.

III. 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 three 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.

i. **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 Access Network Solutions products. When collaborating or working with Distributors, you can focus on what you do best: qualifying and serving customers. Purchases of Access Network Solutions 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 a Select Solution Provider).

ii. **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.

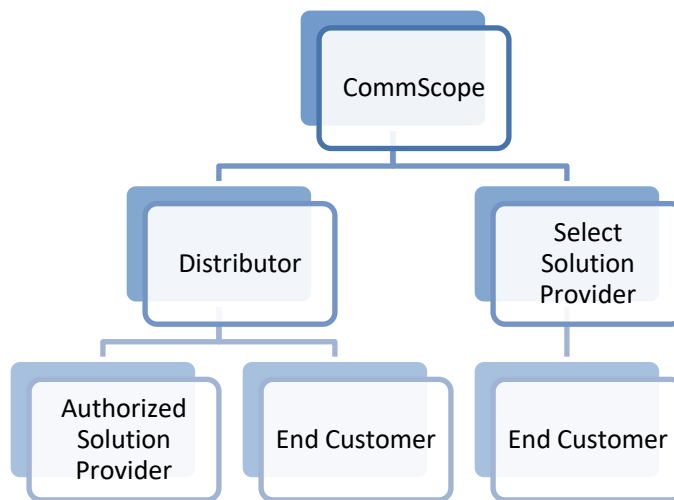


Figure 2 – Purchasing Relationships in the Partner Program*

*This is a suggested purchasing relationship flow. However, there is nothing that prevents a Channel Member from buying directly from any other Channel Member. For example, a Select Solution Provider can buy products from a Distributor.

IV. Partner Program Components

The two most important components of the Partner Program is the Qualitative Select Criteria and the set of membership requirements known as the ‘CommScope Factors.’

To become a Channel Member, a Candidate Solution Provider must meet certain mandatory Qualitative Select Criteria (QSC). Satisfying the QSC is a critical aspect of the Partner Program as it ensures that CommScope maintains integrity within the Partner Program.

Essential Qualitative Selective Criteria

The QSC protects Channel Members as CommScope will not authorize into the Channel Program any Candidate Solution Provider that fails to meet the QSC. Channel Members represent the CommScope brand and protect the end customer, so authorized Channel Members need to be qualified to deliver first-class solutions and services.

The Channel Member must meet the following minimum QSC requirements for each product category of interest.

- i. **Definition of QSC Categories:**
 - (a) Recent Track Record: Having effectively sold products in this industry in the past two (2) calendar years.
 - (b) Demonstrated Expertise: Having proven technical experts in each chosen product category.
 - (c) 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.
 - (d) 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 the ANS product categories, a minimum five (5) days a week, eight (8) hours a day, up to seven (7) days a week, twenty-four (24) hours a day is required (please refer to Table 2).
 - (e) Lab: Investing in lab equipment on a per product category basis after being accepted into the Partner Program.
 - (f) 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.

Table 2 – QSC by Product Category

Product Category	HFC	PON	Video Processing ²	Video Infrastructure	CMTS	DAA	Network Management ²	Professional Services
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 SLA		✓	✓	✓	✓	✓	✓	

²Note: For Video Processing and Network Management products, Select Solution Providers, Authorized Solution Providers and Distributors may enlist the services of CommScope to enable and meet the requirements for the lab and CommScope Technical Support contract. 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.

CommScope Factors

CommScope Factors define the membership levels. These components dictate specific requirements in 4 (four) key areas:

- Minimum Revenue
- Authorization of key staff/ personnel
- Responsiveness/ Support
- Information

Table 3 – CommScope Factors

	Authorized Solution Provider	Select Solution Provider	Distributor
Minimum Revenue (per annum)	\$ 100,000 USD	\$ 1,000,000 USD	\$ 3,000,000 USD
Minimum Authorization of Technical Personnel	1 (Reference Table 4)	2 (Reference Table 4)	3 (Reference Table 4)
Minimum Authorization of Dedicated Sales Staff	1	3	3
Responsiveness/ Support	Help desk, guarantee call back, and call tracking based on QSC product category requirements. ³	Help desk, guarantee call back, and call tracking based on QSC product category requirements.	Help desk, guarantee call back, and call tracking based on QSC product category requirements.
Information	Primary Contact.	Primary Contact, Channel Member Business Plan, Point of Sales, Inventory Report and Forecasts.	Primary Contact, Channel Member Business Plan, Point of Sales, Inventory Report and Forecasts.

³Authorized Solution Providers may enlist the services of a Distributor to cover the after-normal-business-hours component of any required 24-7 technical support. Thereafter, the Authorized Solution Providers membership level criteria and essential QSC (as set out in Table 2) shall be amended to 8-hours a day/ 5-days a week for Product Categories requiring 24-7 support.

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 apply for an SLA directly from CommScope, the Authorized Solution Provider shall request this service through the Distributor.

Minimum Revenue Target

A Distributor’s and Select Solution Provider’s revenue is based on the cumulative CommScope sales of ANS products to the Distributor and Select Solution Provider. An Authorized Solution Provider’s revenue is based on the

cumulative CommScope sales of ANS products to the Authorized Solution Provider. A Channel Member shall be required to meet the annual minimum revenue target as shown in Table 3, and will be estimated by sales made in the previous year.

Before renewing an SP Agreement approaching expiration, 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 contracted period.

Authorization of Key Staff/ Personnel, 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 personnel, as per Table 3. Dedicated sales staff are advised to attend all CommScope ANS webinars and all CommScope ANS channel conferences.

- Technical Training

Product and solution technical training includes education on CommScope ANS 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, providing 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 Requirements				Technical Support Reauthorization Requirements		
	Minimum # of staff trained / product category	Type of Training	Frequency	Price	Minimum # of staff reauthorized	Type of reauthorization	Frequency of reauthorization
Authorized Solution Provider	1 ⁴	ILT, VILT	<ul style="list-style-type: none"> • At initial request to re-sell a product category. • As needed to address staff changes. • When training authorization expires. 	Refer to CommScope University	1 ⁴	Technical Support Scorecard*	3-years
Select Solution Provider	2	ILT, VILT, or eLearning	<ul style="list-style-type: none"> • At initial request to re-sell a product category. • As needed to address staff changes. • When training authorization expires. 	Refer to CommScope University	2	Technical Support Scorecard*	3-years
Distributor	3	ILT, VILT, or eLearning	<ul style="list-style-type: none"> • At initial request to re-sell a product category. • As needed to address staff changes. • When training authorization expires. 	Refer to CommScope University	3	Technical Support Scorecard*	3-years

***Note:** Technical Support Scorecard is a quantitative measurement based on training completed and number of cases opened on a yearly basis.
⁴Authorized 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 increases to two (2).

- Registration and Enrollment in Training Courses

Each Channel Member must enroll in courses according to the product category access granted when approved to join the Partner Program. 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. Course details and pricing are available at:

<https://commscopeuniversity.myabsorb.com/>.

For the avoidance of doubt, mandatory compliance with anti-corruption laws (Due Diligence) is required but does not count as technical training. A Due Diligence Questionnaire is renewed every 3-years. All Channel Members are also strongly encouraged to also review CommScope's Corporate Responsibility and Sustainability site at: <https://www.commscope.com/corporate-responsibility-and-sustainability/>. These guiding principles reflect our core values and provide a framework for expected conduct on the part of our employees and third-party representatives.

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.

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 via CommScope University through MyCommScope, or a Channel Member can contact techtraining@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. Alternatively, a Channel Member can contact their local CommScope sales representative, who can assist with this topic and also advise on the Channel Member's training obligation status.

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. **Error! Reference source not found.**³ highlights the requirements for each membership level. The requirements depend on whether the relevant product category requires an SLA with CommScope.

For Product Categories that do not require a CommScope SLA

At a minimum, 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 Categories that require a CommScope SLA

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.

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 Plan as well as the Point of Sales Reporting and Inventory Report.

- **Channel Member Business 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 template for the Channel Member Business Plan is located on the Channel Portal under the Document Library. The Channel Member Business Plan template helps Channel Members to outline their business, strategies for the year, and helps with the overall planning process for aligning efforts, accelerating time to market and defining opportunities and challenges. This annual plan should be emailed to the ANS Channel Program <ans-channelprogram-sp@commscope.com>.

- **Point of Sales Reporting and Inventory Report**

Distributors and Select Solution Providers are required to provide their point of sales data monthly. This report should be emailed to the ANS Channel Program <ans-channelprogram-sp@commscope.com>. CommScope must receive this data no later 30-days past the current reporting month. For example, CommScope must receive point of sales data for the month of January no later than March 1st.

The Inventory Report is due quarterly for those Distributors and Solution Providers who hold ANS Inventory. This report should be emailed to the ANS Channel Program <ans-channelprogram-sp@commscope.com>. CommScope must receive this data no later than the end of the month following the Quarter for which such data is required. For example, CommScope must receive the Inventory Report for the first quarter (Q1) 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 business development efforts while ensuring our Channel Member inventory remains under control. The required Point of Sales Reporting and Inventory Report template is located on the Channel Portal under the Document Library.

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

V. 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 be communicated to CommScope promptly and without delay by email to the ANS Channel Program <ans-channelprogram-sp@commscope.com>, or your assigned CommScope Account Manager. If the Primary Contact data is not updated in a timely manner, then CommScope is under no obligation to honor the Program guidelines for the Channel Member.

As well as sending legal and compliance information about the Channel Program, CommScope may send the Primary Contact copies of the ANS Channel Program 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 email address: ANS-Marketing@commscope.com. In such situations, the Primary Contact is encouraged to supply contacts within the Channel Member organization that should receive such marketing communication. 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.

VI. 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 Channel Member’s obligation under these Guidelines. CommScope shall notify a Channel Member by email of the material breach and request that the Channel Member remedy the material breach within sixty (60) days, commencing from the date of CommScope’s email notification. If a Channel Member fails to remedy the material breach within the period specified above, CommScope reserves the right to terminate the Channel Member’s authorized status in the Partner Program.

VII. Program Benefits (Reference Exhibit 1)

Category	Description	Authorized Solution Provider	Select Solution Provider	Distributor
Training	Training and Technical Support	√	√	√
Marketing	Sales Tools (Webinars, Logos and brand essentials, MyCommScope, Channel Newsletters), joint Case Studies.	√ (Partial)	√	√
Sales	Account Management		√	√
	Price Protection Plan			√

VIII. Partner Program Application Process (Reference Exhibit 2)

The specific steps to completing the Partner Program Application process are outlined in detail in Exhibit 2. If you have specific questions about the application process or the Program guidelines, please contact the ANS Channel Team at ans-channelprogram-sp@commscope.com.

Exhibit 1 - Channel Program Benefits

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

Category		Description	Authorized Solution Provider	Select Solution Provider	Distributor
Training Program	Training and Support	Sales and Technical Product Training	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Marketing Program	Sales Tools	CommScope PartnerPro® Portal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		MyCommScope: Collateral and Print-ready Artwork	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		Access to the ANS Resource Center	<input type="radio"/>	<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"/>
	Case Study Program	CommScope contribution to joint customer case study writing		<input type="radio"/>	<input type="radio"/>
	Channel logo	CommScope PartnerPRO® Network logo		<input type="radio"/>	<input type="radio"/>
	Welcome Certificate	Signed program certificate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Customer Experience Center	Provision of CommScope facility to arrange customer visits	<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 as outlined in Section 1.1			<input type="radio"/>
Sales Program	Account Management	An assigned CommScope Account Manager to assist with product pricing and special projects		<input type="radio"/>	<input type="radio"/>
	Opportunity Register	Facilitate the register of Channel Member opportunities		<input type="radio"/>	<input type="radio"/>

1. Inventory Program (applicable to Distributors only)

1.1. 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:

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

Exhibit 2 - Partner Program Application Process

