

ALTIPLANO END USER LICENSE AGREEMENT (“EULA”)

NOKIA SOLUTIONS AND NETWORKS OY OR ITS AFFILIATE SPECIFIED IN THE ORDER CONFIRMATION (“NOKIA”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT AND ANY APPLICABLE SUPPLEMENTAL TERMS (AS DEFINED BELOW) PROVIDED HEREWITH (COLLECTIVELY, THE “AGREEMENT”). READ THE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND NOKIA. BY DOWNLOADING, INSTALLING, COPYING, CLICKING ON “I AGREE”, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT, CLICK THE “I DO NOT AGREE” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND CEASE ANY AND ALL USE OF THE SOFTWARE.

1. **DEFINITIONS.** Unless otherwise defined in this Agreement, capitalized terms will have the meaning given below and such capitalized terms may be used in the singular or in the plural, as the context requires.

“**Affiliate**” means an entity that is directly or indirectly controlling a party; or is under the same direct or indirect ownership or control as a party; or is directly or indirectly owned or controlled by a party. For these purposes, an entity is treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

“**APIs**” means application programming interfaces.

“**Cloud Environment**” means (i) the Data Center selected by You for the installation of Software, (ii) the reference hardware architecture of the Data Center, if and to the extent that Nokia does not deliver dedicated Hardware with the Software, and (iii) any virtualization and/or orchestration software not supplied by Nokia running in the Data Center, all as described in detail in Annex 1.

“**Customer Personal Data**” means any personal data in respect of which You are a controller that is: (i) supplied by You or on Your behalf to Nokia (including where Nokia has access to personal data held by You or on Your behalf), or which Nokia collects, generates or otherwise processes on Your behalf; and (ii) processed by Nokia under or in connection with performing an obligation under the Agreement.

“**Customer Systems**” means Your existing network equipment and software in and on which Software will be installed and integrated. Customer Systems include the Cloud Environment if and to the extent that You own it or have entered into agreements with third parties for Data Center resources and capacity.

“**Data Center**” means a data center providing a public or private cloud, if offered by Nokia and included in the related Order.

“**Documentation**” means instructions for use, learning materials, technical and functional documentation, and API information made

available by Nokia together and included with the Software, in print, online, or embedded as part of a help function, which may be updated by Nokia from time to time. It also includes written materials or graphic files (e.g., installation manuals, operating instruction manuals, user documentation, maintenance documentation, system documentation, promotional brochures, and materials useful for design) that are displayed or printed and that relate to or support the Deliverables.

“**Equipment**” (or “**Hardware**”) means the hardware or other devices delivered by Nokia via a Nokia-authorized partner, if applicable, specifically excluding Licensed Materials, Software (or firmware) and Services.

“**Features**” means specific features, feature packs and functionalities made accessible for Software through a license key for which a Subscription fee is paid, regardless of whether or not additional features or functionality are included and available in or with Software but which remain locked and thus inaccessible to You unless a further Subscription Fee is paid.

“**Licensed Materials**” means the Software and Software-related Documentation.

“**Maintenance**” or “**Support**” means the delivery of Updates to the Software and may include access to technical support services as defined in each particular Maintenance service description or statement of work.

“**Nokia IP**” means patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the delivery of Software or technical solutions underlying Scope, and improvements, modifications, or derivative works of the foregoing.

“**Nokia Support Portal**” means the Nokia Online Services, which can be accessed at <https://online.networks.nokia.com/>.

“**Open Source Software**” means software, its updates and upgrades, which is not subject to Software license terms in this Agreement but to separate open source software terms and conditions set forth in the applicable open source software licenses. Such (open source) software includes, but is not limited

to, software made available under licenses listed or described at <http://www.opensource.org/docs/definition.php>, or licenses currently listed at <http://www.opensource.org/licenses>, or software which is subject to similar terms.

“Order Confirmation” means one or more of the following applicable documents which further defines Your license rights to the Software including, but not limited to: a Nokia license or maintenance subscription or a similar confirmation document issued by Nokia or its authorized reseller; or an authorized Nokia email confirmation; or an order confirmation receipt, that accompanies, precedes or follows this Agreement.

Order” means a written order document that (i) identifies the Software and Scope in detail (ii) has been submitted on Your behalf by a Nokia-authorized partner, and (iv) has been accepted in writing by Nokia.

“Personal Information” means personal data as defined by applicable data protection law, which may include without limitation names, e-mail address, contact details of designated users and contacts, IP addresses, etc., as may be provided by You to Nokia during Your, or Your users, use of the Software and Maintenance.

“Releases” means new software releases and upgrades (as opposed to updates) of Software made available as part of a Subscription, and which may be provided on an annual, quarterly or more frequent basis.

“Service(s)” means any professional services that You may order from Nokia through your authorized reseller, from time to time.

“Services Fees” means any fees payable by You to Nokia for a Service via a Nokia-authorized partner, including the fees for any Services.

“Scope” means the scope and extent of the permitted licenses, including limits or restrictions on the number and categories of Users authorized to use such Software permitted geographic use areas, Features, available capacity and/or storage space, computing power, or other attributes and metrics, as stated in an Order.

“Software” means software in compiled and/or in non-compiled code form, delivered and licensed by Nokia under this Agreement and made available for download or otherwise delivered to You for installation, including plug-ins, adaptors, Features, updates, Releases, modifications, design data, APIs, workflows, artifacts, scripts, toolkits, libraries, reference or sample code, firmware and similar materials as described in the relevant Documentation, and all copies thereof. For the avoidance of doubt, the use in the Documentation and Orders of the terms **“Physical Network Functions”**, **“Appliance Network Functions”**, **“Virtualized Network Functions”**, and/or **“Cloud-native/Containerized Network Functions”**, and their related elements (containers, microservices, artifacts) are considered to fall under the term Software. Software does not include Open Source Software.

“Software Warranty” means the warranty scope defined in Section 10.

“Software Warranty Period” means the period defined in Section 10.1.

“Subscription” means (A) as applied to Software, a license that consists of (i) a perpetual or term-based right to download and use Software, and (ii) Scope-based pricing for Software (including specific Features, capacity of use expressed in terms of numbers of Users, etc.).

“Subscription Fees” means fees payable by You, via a Nokia-authorized partner, to Nokia for a Subscription.

“Subscription Period” means the time-period for which a term-based license to Software is made available to You. Renewals thereof constitute new Subscription Periods.

“Supplemental Terms” means any additional or different terms and conditions applicable to specific Licensed Materials

“Update” means any generally available update to the Software, including, but not limited to, an enhancement, fix or patch delivered under Maintenance.

“User” means a person or entity (including Your subscribers) who/that are entitled to use the Software under this Agreement, whether such access is given by You, by Nokia at Your request, or by a third party authorized by You.

2. DELIVERY, ADDITIONAL SCOPE and SUBSCRIPTION

2.1 Delivery. Delivery of Software occurs when Nokia makes Software available to You via electronic download from the Nokia Support Portal (and by means of a license key provided by Nokia solely for the purpose of accessing that specific download), or Nokia ships tangible media containing Software to Your site.

2.2 Additional Scope. You are not permitted to use or consume more or different Scope than has been specified in the applicable Order. If You wish to avoid gaps or shortfalls in Scope for Software under an existing Order, then You must place a further Order via a Nokia-authorized Partner for further or extended Scope for these purposes if, in particular, relevant use guidelines or actual records of use for Scope indicate that the Scope will be exceeded, requiring further Scope to be in place, within relevant lead times. Nokia is entitled to invoice You for unauthorized use through Your Nokia-authorized reseller. You cannot decrease or scale down ordered Scope during a Subscription Period. Nothing in this Agreement restricts or precludes Nokia’s right to limit the Scope in use by You for which Nokia has not in fact received timely payment from You (via Your Nokia-authorized partner).

2.3. Subscription Period Renewals: Subscriptions are automatically renewed with the same Scope for Software (including Releases, and Support and Maintenance Services, where applicable), and for the same time period as the original Subscription Period, unless You notify Nokia at least ninety (90) days before the expiry of the original Subscription Period that You wish to terminate the use of the Software. Any Renewal Subscription will be subject to the terms and conditions in effect at the time of renewal.

3. LICENSE GRANT, TITLE AND CUSTOMER’S USE OF SOFTWARE

3.1 License Grant. Nokia grants You a nonexclusive, non-transferable, non-sublicensable, limited license and right to install and use Software and Documentation upon delivery thereof. The provision of a license to Software is in each case conditional upon Nokia's receipt of full payment of the applicable Subscription Fees on Your behalf from a Nokia-authorized partner. Nokia grants all rights of use to the Software and Documentation to You solely for Your internal business purposes during the Subscription Period.

3.2 Subscription: Nokia provides and licenses Software on a Subscription basis. The specific terms of each Subscription are as set out in the applicable Order. Your Subscription for Software remains in effect while You continues to timely place Orders for (i) all Releases for the Software when made available by Nokia as further stated in this Section, (ii) all Support and Maintenance Services in relation to such Software during its useful life in the Customer System, and (iii) additional Scope where required as stated in Section 2, i.e., where Your use of such Software exceeds or is expected to exceed the Scope that has been paid for.

3.3 Releases: Nokia's obligation to deliver Releases for Software takes effect on the dates specified in an Order. You shall continue to place Orders for and take all such Releases as and when they are made available by Nokia during the entire time that You use the Software. Nokia may deliver new Releases on a continuous integration/continuous delivery (CI/CD) basis and You agree to accept such Releases as and when delivered in this way. Software may include multiple solution elements each of which may require specific and distinct (life cycle) support. Nokia does not provide Releases on a "one size fits all" or "end to end" basis but according to Release schedules applicable to individual categories of Software as set out in an Order. Individual Releases may be provided at different times, and some Releases may require Hardware upgrades, which (if they are not included in the Scope) are Your responsibility to complete. The Parties' failure to agree in advance in a Purchase Order that Hardware upgrades may be required in certain contexts does not mean that this may not in fact be required, and in each such case Customer is then responsible for applicable Hardware upgrades. No Release skipping by You is possible or permitted.

3.4 Certain Software may not be subject to programmatic license enforcement (i.e., routine audits by Nokia or by technological limitations on or of such Software's use). In such cases, it is Your responsibility to ensure compliance with this Agreement and in the applicable Order regarding whether or not You have exceeded the Scope covered by an effective Order. Nokia does not, by agreeing to this trust-based licensing model with You, waive its rights to enforce this Agreement to, among other things, ensure it receives full payment. Additionally, Nokia's knowledge of Your use of Software beyond the scope of the Subscription does not operate as a waiver of Nokia's rights to enforce the terms of this Agreement under any legal or equitable doctrines.

3.5 If Software is made available to You under a term license without a license key or with an expiring license key, this does not constitute an extension of Your rights-to-use Nokia software and any use of Nokia software will be null and void as and when a license term expires.

3.6 General Use Restrictions. Except as specifically authorized in this Agreement, You do not have a right, and will not permit a User or third parties to (i) directly or indirectly, by electronic or other means, reproduce, copy (except to make one copy for archival purposes), display, disclose, resell, transfer, sublicense, make accessible to a network external to Your organization, publish, loan, or lease all or any part of the Software or Documentation, or use the Software or Documentation for the benefit of a third party without the prior written consent of Nokia, (ii) modify, alter, tamper with, repair, or create derivative works of any part or element of the Software or Documentation, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Software, (iv) use Software in a manner that could subject it to an Open Source Software license that conflicts with this Agreement or that does not otherwise apply to such Software, (v) use Software or Documentation for the purpose of developing or enhancing products that are competitive with such Software, (vi) remove proprietary notices or legends contained in or affixed to Software; (vii) merge elements of Software with other software or otherwise use Software, or elements thereof, other than as set forth in this Agreement; or (viii) engage in hosting, time-sharing, service bureau, remote processing service, rental service, software as a service, application service provision, or similar third-party service using the Software. You will only use APIs identified as "published" in Documentation, and only as described therein to support the authorized use of Software. You may only make limited numbers of copies of Documentation as required to support the permitted use of Software as expressly authorized in this Agreement, and will ensure that such copy includes proprietary notices contained in Documentation or affixed thereto as received from Nokia. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law. If You become aware of a breach by a User of Your obligations under this Agreement or through unauthorized access of User's account, then You will immediately notify Nokia and terminate the relevant User's access to Software.

3.7 No Right to Divide Scope: You may not transfer, share, pool, vary, divide or split the right to use Software and/or associated Scope granted to You under an Order (e.g., 10M subscribers, 50 Nodes, 1000 Sessions, etc.) with or across multiple Users (including Your Affiliates), unless this is specifically permitted in a relevant Order, and further (in the case of an Affiliate) unless the applicable Affiliate has previously purchased from Nokia (directly or via a Nokia-authorized partner), a Subscription that covers the Scope, subject to adjustments.

3.8 Security of Customer Systems. You are responsible for the security of Customer Systems on which Software are installed, run or with which they interact (including the Cloud Environment), and You will take commercially reasonable steps to exclude malware, viruses, spyware, and similar from Customer Systems.

3.9 Reservation of Rights. Software and non-public Documentation are trade secrets of Nokia and its licensors. Nokia and/or its licensors retain title to and ownership of Software, Documentation, and Nokia IP. Nokia reserves and retains all rights in Nokia IP and all rights in Software not expressly granted in this Agreement.

3.10 Information Obligations; Audit. You will provide all information that Nokia reasonably requests to verify Your compliance with this Agreement. Nokia may, upon reasonable advance notice, conduct an audit of Your compliance with this Agreement. You will permit Nokia or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Nokia in determining compliance with this Agreement and payment according to actual use of Software and Scope. Nokia and its agents will comply with reasonable security procedures communicated to Nokia while on Your premises or having access to Customer Systems. If such an audit reveals any underpayment or non-payment of Subscription Fees and Purchase Prices related to the Software and Scope, then Nokia shall have the right to immediately invoice You through Your Nokia-authorized reseller for the applicable Subscription fees including late payment charges.

4. OPEN SOURCE SOFTWARE, TOOLS, WORKFLOWS, AND ARTIFACTS

4.1 Third-Party Technology. Software may contain third-party software, technology, and other materials, including Open Source Software, licensed by Nokia from third parties ("Third-Party Technology") under separate terms ("Third-Party Terms"). Third-Party Terms may be specified in Documentation, "read me" files, header files, notice files, or similar files. In the event of a conflict with this Agreement, the Third-Party Terms control with respect to Third-Party Technology.

4.2 Tools, Workflows, Artifacts: If and to the extent Nokia delivers Software with workflows and/or artifacts in non-compiled code form, and/or includes or is accessible by means of Nokia proprietary or Open Source Software tools then, subject to Section 4.8, You may use the tools (i) to apply and deploy the workflows and/or artifacts as made available by Nokia, and (ii) to adapt or modify workflows and/or artifacts, in both cases solely within and for Your own business operations. Nokia and its third-party licensees may, without breach of Your Confidential Information, use the same tools to make and deploy adapted workflows and/or artifacts that may be similar to the workflows and/or artifacts made and adapted by You (or Your third party contractors) using the same tools. You and/or Your Users shall not assert intellectual property infringement or misappropriation claims against Nokia or Nokia's third-party licensees who use (or have used) the tools, based on similarities referenced in subparagraph (i) above.

4.3 Modification of Workflows and Artifacts by Third Parties: You shall provide Nokia with reasonable written advance notice of Your intention to contract with a third party to modify or adapt workflows and/or artifacts provided by Nokia with Software. Nokia shall not unreasonably withhold its written approval for You to do so. You shall ensure that Nokia is given the opportunity to timely validate the result of work done by any such third parties to modify or adapt Nokia workflows and/or artifacts, before these modified or adapted workflows and/or artifacts are put into commercial service by You, as they relate to the operation of other Software licensed and delivered to You by Nokia. Nokia is entitled to charge You for the provision of Services to perform such validation. You shall furthermore facilitate that Nokia can timely enter into a

contract with any such third party for these purposes. You acknowledge that Your decision to contract with a third party for the purposes stated herein may result in the Parties needing to amend the scope of (some of) the Services already contracted in Scope to be delivered by Nokia. You in each cases use such workflows and/or artifacts as modified or adapted by third parties at its own risk, even if validated by Nokia.

9. FEEDBACK

9.1. You may from time to time voluntarily provide Feedback (as defined in Section 9.2) to Nokia. You hereby grant to Nokia and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license (a) to use, reproduce, copy and modify such Feedback and to create derivative works thereof, (b) to make (and have made), use, import, sell, offer for sale, lease or otherwise distribute any equipment, software, products or services containing or otherwise incorporating such Feedback, and (c) to sublicense rights to the Feedback to the extent a license is necessary for using equipment, software, products or services which contain the Feedback. This license will survive termination or expiration of this Agreement. You are not obliged to provide Feedback, make no representations, and provide no warranties of any nature with respect to the Feedback You provide, if any, including without limitation as to the accuracy, completeness or sufficiency of any Feedback provided.

9.2. "Feedback" for these purposes means any findings about (i) the functionality of the Software, the Documentation, and/or other information or services supplied by Nokia, (ii) problems which occurred during the operation of the products or software, solutions to these problems or ideas on how to solve these problems, or (iii) any other findings, concepts or thoughts which have been reported by You to Nokia. Feedback includes, without limitation, materials as well as ideas or know-how (whether presented orally, in written form or otherwise).

5. YOUR ASSURANCES REGARDING CLOUD ENVIRONMENT

5.1 Information about Cloud Environment. You represent and warrant that You have provided to Nokia (directly or via a Nokia-authorized partner) all information relating to the Data Center in which Software will be installed such as, for example, the hardware architecture, hardware configurations, orchestration/virtualization software, management tools for network, infrastructure, hardware layers and architecture of the Data Center, so that Nokia could at the time reasonably assess all factors relating to the dimensioning of Software and the dependencies between Software and Cloud Environment, prior to the Parties' reaching agreement on scope and content of the Cloud Environment or to Nokia agreeing to deploy the Cloud Environment, as the case may be. The information to be provided by You and of interest to Nokia relates to amongst other things, capacity, storage, memory, CPUs, processing power and other possible qualities of the Cloud Environment on which the performance of the Software could be dependent.

5.2 Failure to Disclose. You acknowledge that Your failure to disclose relevant information to Nokia pursuant to Section 5.1 could result in Nokia being mis- or uninformed about and unable to specify the conditions needed for Software to operate

according to the Documentation. If such failure to disclose results in a need for additional hardware, software and/or other network elements for inclusion in the Cloud Environment, then You will be responsible for such purchases.

5.3 Maintain Cloud Environment. You represent and warrant that You will maintain and support the Cloud Environment on the conditions and with configurations and reference architecture attached to this Agreement.

5.4 Changes to Cloud Environment. If Nokia delivers and licenses Software to You without delivering and selling dedicated Hardware, Your compliance with the Cloud Environment subject to Your full disclosure pursuant to Section 5.1 is a condition to Software's performance according to Documentation. If You propose to change or alter the Cloud Environment, You shall provide Nokia with a written notice of Your wish to do so as early as possible but no later than thirty (30) days prior to the proposed change, with a description of and reasons for the proposed changes. You shall not make any changes to the Cloud Environment until Nokia's questions have been answered, and Nokia has given its written consent to proposed changes, which Nokia shall not unreasonably withhold.

6. FOSS AND OTHER LICENSES.

6.1 If the Software contains free or open source software (FOSS) that is packaged separately or integrated with the Software, and to which third party license obligations apply, information will be available, either in the FOSS itself, on the website from which the download is available, or from Nokia upon request, indicating the license under which such FOSS was released, and containing required acknowledgements, legends and/or notices. Unless otherwise dictated by a FOSS license (such as, but not limited to, GPL, LGPL, and Affero GPL) that requires Nokia to grant the same rights to the parties to whom we distribute the FOSS, Your rights to use, copy, and further distribute (if applicable) the FOSS are governed by this EULA, and not by the FOSS license originally applicable to the FOSS.

6.2 If You modify any FOSS then notwithstanding any other provisions to the contrary, Nokia will have no further liability or obligation to provide support, maintenance, warranty or indemnity with respect to the modified FOSS or any Nokia products with which the modified version of the FOSS interacts.

6.3 Certain Software may be delivered with its own specific license ("Additional License"). In such a case, the terms of the Additional License will be delivered to You, such as in a separate license .txt file or as part of a separate click-to-accept agreement, and will govern Your use of the Software to the extent Nokia does not have a right to supersede them. Nokia's licensors are third party beneficiaries of this EULA with respect to their Software and Documentation.

7. TERM; TERMINATION. The term of the licenses granted under this Agreement shall be as stated in the applicable Order Confirmation; Your rights to use the Software shall end on the date indicated on the applicable Order Confirmation or when you cease use of the associated Equipment, whichever is sooner, and You shall cease use of the Software at the end of that term. Notwithstanding the foregoing, this Agreement shall terminate

upon Your breach of any material term of this Agreement. Upon termination, You shall immediately stop using and destroy all copies of the Software.

8. MAINTENANCE RIGHTS AND RESTRICTIONS. Nokia has no obligation under this Agreement to offer Maintenance for the Software.

8.1 Maintenance and Renewals. Any Maintenance for the Software licensed perpetually shall be purchased separately and is subject to Nokia's then current Maintenance terms and renewal policies, including end-of-life notifications. Any use of Maintenance without a valid Maintenance subscription is deemed a breach of this Agreement.

8.2 Technical Support. Technical support will only be provided if the Maintenance subscription You have purchased includes technical support for the particular Software. Technical support will be performed in accordance with Nokia's then-current technical support policies.

9. LIMITED WARRANTY.

8.1. Software Warranty: Nokia represents and warrants that the Software, under normal use, materially conforms to the Documentation that applies to the activated Scope as stated in the Purchase Order ("Software Warranty"). The Software Warranty does not substitute for or include technical support and maintenance Services.

8.2. Exclusions: Vendor shall have no responsibility under this Software Warranty and this Software Warranty excludes and does not apply to (a) defects in the Licensed Cloud Software arising from or in connection with improper handling or use not in accordance with the Documentation and these License Terms and its annexes (b) defects arising or external influence such as (but not limited to) detrimental environmental or operating conditions beyond the limits specified for the Licensed Cloud Software, including the unavailability of or non-compliance with the requirements of the Cloud Environment, (c) Licensed Cloud Software that is designated as end of life or not generally supported as of the date of a Purchase Order, (d) Software made available by means of the provision of the Support and Maintenance Services, (e) defects arising out of malfunctions of interconnected hardware or third party software, (f) Workflows or Artifacts delivered by Vendor that have been adapted or modified by Buyer, (g) to pre-releases (or 'early access', or 'non-general release') of the Licensed Cloud Software (expressly designated as experimental or preliminary) that may be offered to Buyer from time to time on a trial, beta, proof of concept or similar basis.

8.3. Notification and Trouble Reports: If any Licensed Cloud Software is functioning not as Warranted, then Buyer shall provide Vendor with written notice about any defect discovered in the Licensed Cloud Software promptly upon the defect's occurrence but in any event not later than ten (10) days after it is discovered ("Trouble Report"). Vendor may request, at its sole discretion, additional information regarding the defect, and may provide to Buyer related telephone assistance during normal working hours in the Territory for the identification and analysis of any reproducible problem in the Licensed Cloud Software notified by a Trouble Report.

8.4. Remedial Action under Software Warranty: As the first remedial measure to be taken in case of a performance-affecting problem that falls under the Warranty, Vendor shall make the most recent SRS Release available to the Buyer, allowing Buyer to reload the Licensed Cloud Software and to attempt to restore full performance. In case of material performance-affecting errors or malfunctions in the Licensed Cloud Software that are not the result of Buyer's action or omission, including negligence, Vendor agrees to take corrective action to restore the performance of the Licensed Cloud Software to the performance level as stated in the technical specifications therefor. Such corrective action may initially include temporary patches followed by further modifications of the Licensed Cloud Software so as to remove such material errors or malfunctions.

8.5. Validity: Vendor's obligations under the Warranty shall be conditional on the following: (a) Buyer acts fully in conformity with its obligations under this Section 8; (b) the Licensed Cloud Software has been stored, installed and operated fully in accordance with the requirements of the Cloud Environment (including but not limited to Buyer's warranty on the Cloud Environment as described in section 8.10 herein below); and (c) the Licensed Cloud Software has not been modified or repaired by any unauthorized party without Vendor's prior written consent. If Vendor determines that the error or malfunction of the Licensed Cloud Software is caused by non-compliance with one or more of the foregoing validity conditions, Vendor shall be immediately released of any further obligations in respect of Licensed Cloud Software. Buyer shall reimburse Vendor for costs that it may incur through attempting, without obligation, to remedy any defect or malfunction that has occurred due to circumstances that have released Vendor from its obligations under the Software Warranty.

8.6. Software Warranty Period: Vendor warrants that the Licensed Cloud Software shall substantially conform to the technical specifications provided therefor by Vendor in the Documentation for a period of ninety (90) days from the date that the Licensed Cloud Software is downloaded from Nokia's Online Delivery Platforms by Buyer ("the Software Warranty Period") for the first time.

8.7. No liability after end of Warranty Period: Vendor shall have no liability for errors and malfunctions in the Licensed Cloud Software that are discovered after the expiry of the Software Warranty Period. The rectification of such errors and malfunctions in the Licensed Cloud Software shall be covered, if at all, by the relevant Software Maintenance Services separately purchased by Buyer.

8.8. Sole and Exclusive Remedy: This Section 8 sets forth Vendor's sole and exclusive obligations and Buyer's sole and exclusive remedies under the Software Warranty. These remedies are in lieu of any other warranty obligations and remedies, express or implied. Vendor has no other liability to Buyer as a consequence of any errors or malfunctions in or to the Licensed Cloud Software as long as Vendor complies with the obligations set forth in this Section 8.

8.9 WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL

OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NOKIA MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE, AND UPDATES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9.8 NOKIA SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED OR ACTUAL USE OF THE SOFTWARE COMPLIES WITH APPLICABLE LAWS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SELECTING CONFIGURATIONS, POLICIES AND PROCEDURES IN THE SOFTWARE THAT ARE CONFIGURABLE AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO YOUR POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

10. YOUR CLOUD ENVIRONMENT WARRANTY

10.1 You warrant that You have provided to Nokia, prior to the Parties' reaching agreement on the Cloud Environment, and in reply to Nokia's questions to You, all information relating to the hardware, configuration and architecture of Your data center, so that Nokia could at the time understand and reasonably assess all factors relating to the dimensioning of the Software and the dependencies between the Software and the Cloud Environment, prior to reaching agreement with You on the Cloud Environment. The information to be provided by You and of interest to Nokia relates, without limitation, to the capacity, storage, memory, CPUs, processing power and other possible qualities of the Cloud Environment on which the performance of the Software could be dependent. You acknowledge that its failure to disclose relevant information to Nokia in this context could result in Nokia being uninformed about and unable to specify the conditions needed for the Software to operate according to the applicable specifications in the Documentation and that this shall release Nokia from its warranty obligations regarding Software. If such failure to disclose results in a need for additional hardware and/or other network elements for inclusion in the Cloud Environment, then You will be responsible for such purchases. You further warrant that You will maintain the Cloud Environment on the condition and with configurations and reference architecture as agreed on the effective date that the Software is downloaded from Nokia's Online Delivery Platforms by You, subject to any mutually agreed amendments in writing.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS EULA TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF A CONDITION OR A FUNDAMENTAL TERM OF THIS EULA: (A) NEITHER NOKIA, YOUR NOKIA PARTNER, NOR ANY OF NOKIA'S THIRD PARTY LICENSORS SHALL HAVE ANY LIABILITY TO YOU FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY

LOSS OF REVENUES, SAVINGS OR PROFITS OR LOSS OF DATA ANY KIND OF) ARISING OUT OF THIS EULA OR THE NOKIA SOFTWARE OR THE USE OF THE NOKIA DAC SERVICE, AND (B) NOKIA'S, YOUR NOKIA PARTNER'S, AND THIRD PARTY LICENSORS'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT (OTHER THAN LIABILITY FOR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00), IF YOU ARE LOCATED IN THE UNITED STATES, OR ONE THOUSAND EUROS (€ 1000,00) IF YOU ARE LOCATED OUTSIDE THE US, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

12. INDEMNITY.

12.1 Nokia agrees to defend at its own expense any action, suit or proceeding brought against You by a third party to the extent that it is based upon an allegation that the sale, license or use of the Software supplied by Nokia under this Agreement infringes, as of its delivery date under this Agreement, a valid patent or copyright in the United States or European Union ("Claim") and will pay any costs and damages finally awarded against You in any such actions which are attributable to any such Claim. Nokia's obligation under the preceding sentence is subject to the conditions that (i) You promptly notify Nokia in writing of any such Claim, (ii) Nokia or its duly appointed representative has sole control of such defense and all negotiations for any settlement or compromise, (iii) You provide all information and assistance requested by Nokia to handle the defense or settlement of the Claim, (iv) You do not, at any time during the term of this Agreement, challenge the validity of any patent belonging to or controlled by Nokia, or in which Nokia has any rights, and You do not give any assistance to a third party who challenges such validity, (v) You do not procure or assist the making of the Claim, and (vi) You do not make any admission prejudicial to the interest of Nokia with respect to this Claim or any infringement of any third party intellectual property rights.

12.2 Should any Software become, or in Nokia's opinion be likely to become, the subject of any such Claim, then You permit Nokia, at Nokia's option and expense, to procure for You the right to continue using such Software, to replace or modify it so that it becomes non-infringing, or to grant You a credit for such Software, either directly or via a Nokia authorized reseller, as depreciated on a three-year, straight-line basis, and accept its return.

12.3 Nokia has no liability under this section with respect to any claim which is based upon or results from (i) the combination of any Software with any equipment, device, firmware or software not furnished or approved by Nokia, or (ii) any modification of any Software by a party other than Nokia, (iii) the failure of others to install or have installed changes, revisions or updates as instructed by Nokia if such would have made the Software non-infringing, (iv) Nokia's compliance with Your specifications, designs or instructions, (v) any infringement occurring in a country different from the installation country, or (vi) use of any Software in a manner or for a purpose not foreseeable by Nokia as of the Effective Date.

12.4 THIS SECTION STATES YOUR SOLE REMEDY AND NOKIA'S, ITS AFFILIATED COMPANIES' AND THEIR RESPECTIVE AUTHORIZED

DISTRIBUTORS' AND RESELLERS' ENTIRE LIABILITY FOR ANY CLAIM RELATING TO INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

12.5 You, on behalf of Yourself and Your agents, officers, directors, employees or affiliates shall defend and indemnify and hold Nokia and its affiliates, shareholders, employees, agents, and subcontractors harmless against all claims, losses, actions, damages, liabilities, suits, proceedings, costs, and expenses including reasonable legal expenses and fees arising out of, resulting from or relating to: (a) any breach of a representation or warranty made by You in this Agreement; (b) Your failure to comply with any applicable laws or regulations; (c) Your modification of the Software, and any claim against Nokia in connection with any unauthorized installation, use, copying, access or distribution of any Software that Nokia has provided to You under this Agreement; (d) any alleged infringement or misappropriation of any intellectual property rights of any third party based on or related to Software modifications not made by Nokia, (e) any alleged eavesdropping, interception, failure of delivery or loss of data sent, stored or received using the Software, and/or (f) Your breach of this Agreement.

13. CONFIDENTIAL INFORMATION.

13.1 The Software, Documentation, and any other information provided to You by Nokia for use with the Software ("Confidential Information") constitute and contain Nokia's confidential and proprietary information You shall not disclose Confidential Information to any third party or use it for any purpose other than the use stated in Section 2. Notwithstanding the preceding sentence, You are not required to maintain the confidentiality of any portions of the Confidential Information (a) previously known to You free of any obligations to keep confidential; (b) generally known to the public, provided that such public knowledge was not the result of any act attributable to You; (c) which Nokia otherwise explicitly agrees in writing need not be kept confidential. You may disclose Confidential Information which is requested pursuant to a judicial or governmental request, requirement or order under law, provided that You provide Nokia sufficient prior notice and reasonable assistance to contest such request, requirement or order and to seek protective measures.

13.2 You may grant access to the Confidential Information only to Your employees, consultants and contractors who have a need to know to the extent of the use stated in Section 2, who agree in writing to be bound to terms at least as restrictive as those stated in this Agreement and who You cause to comply with the provisions of this Agreement. You will promptly report to Nokia any actual or suspected violation of this Section and shall take all reasonable steps requested by Nokia to prevent or remedy any such violation.

14 **DATA PROCESSING.** To the extent that Nokia processes any Personal Information in accordance with Your use of the Software and/or Maintenance, Nokia will be the Data Processor and You will be the Data Controller. You undertake to obtain all necessary consents, permits or licenses, and to comply with all applicable data protection legislation, with regards to the provision of Personal Information to Nokia in accordance with this Agreement. Nokia shall process Personal Information in accordance with the Nokia Privacy Notice. You hereby consent for Nokia to transfer

Personal Information, as maybe required to provide the Software and/or Maintenance pursuant to this Agreement, to the United States, European Union, or other countries that may have different data protection laws than the region in which You are located and may be accessed by Nokia employees, contractors, partners and vendors for the purposes described above.

15 AUDIT RIGHTS. You shall keep full, clear, and accurate records with respect to Your use of the Software and shall furnish any information reasonably requested in order to enable Nokia to ascertain whether You are using the Software within the parameters of the license hereunder; provided, however, Nokia shall limit any such requests to no more than once per year. You shall retain such records with respect to each copy of Software for at least three (3) years from the Effective Date. Nokia shall have the right, through its accredited auditors, to make examinations, during normal business hours, of all records bearing upon Your use of the Software licensed under this Agreement. If such audit reveals Your usage exceeds the license rights You have purchased, Nokia will invoice You, either directly or via a Nokia authorized reseller, for any such discrepancy. If such audit discloses a reported error of five percent (5%) or greater with respect to the number of licenses purchased, You shall fully reimburse Nokia, promptly upon demand, for the reasonable fees and disbursements for completing such audit. Otherwise, Licensor shall be responsible for the cost of each such audit.

16 U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS. For U.S. Government customers, the Software and accompanying Documentation is deemed to be “commercial computer software” and “commercial computer software documentation” respectively, as defined in DFAR Section 227-7202 and FAR 12.212 as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement all provisions of this Agreement shall apply to the U.S. Government.

17 EXPORT REGULATION. You acknowledge that Software, Documentation, and Confidential Information may be subject to the export laws and regulations of the United States, the European Union and/or other countries (cumulatively, “Export Laws”). You shall not use, distribute, export, reexport, transfer, or transmit the Software, Documentation and Confidential Information (even if incorporated into other items) in violation of the Export Laws. If requested by Nokia, You shall sign written assurances and other export-related documents as may be required for Nokia to comply with the Export Laws.

18 PRODUCT MISUSE. You may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services (“Public Network”) in a manner that violates the rights to

privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, “International Human Rights Standards”), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards or authorized by local law or regulation.

19 SURVIVAL. The following provisions of this Agreement survive termination of this Agreement:

Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Commercial License Rights, Export Regulation, Data Collection, Confidential Information, Survival, and General.

20. GENERAL.

20.1 ASSIGNMENT. You may not assign the rights granted under this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Nokia’s prior express written consent. Nokia may assign this Agreement to any party.

20.2 GOVERNING LAW; SEVERABILITY; WAIVER. If You are located in the Americas, this Agreement will be governed by the laws of the State of New York, United States of America. Otherwise, this Agreement will be governed by the laws of England and Wales. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default.

20.3 ENTIRE AGREEMENT. This Agreement and any related Order Confirmation are the complete and exclusive agreement between You and Nokia relating to the Software and Maintenance and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This Agreement may only be modified by an Order Confirmation issued by Nokia that accompanies or follows this Agreement.

**** END OF AGREEMENT ****

Annex 1
Cloud Environment