



## NOKIA CHANNEL PARTNER PROGRAM

### BROADBAND DEVICE (BBD) PRODUCT TERMS & CONDITIONS

1. “BBD Products” means (a) the Nokia Fixed Access Passive Optical Network Termination (ONT) devices and accessories, (b) the Nokia FastMile branded access devices and accessories, (c) the Nokia WiFi beacon devices and accessories, and (d) any Software delivered by Nokia pre-installed on, for installation on, or for use with (a)-(c).
2. Nokia will provide Nokia’s standard packaging, labelling and Documentation accompanying the Products, unless otherwise agreed in writing by Nokia and Partner. Where required by applicable law:
  - Partner or its Indirect Reseller (if applicable) or End-Customer will be responsible to adapt the packaging, labelling and product documentation required by the local regulations in the Territory (the “Customized Product Documentation”) and shall replace at its own expense Nokia standard Documentation with any Customized Product Documentation, if so required. Partner, Indirect Reseller (if applicable), or End-Customer shall be responsible to provide End-Users with the Customized Product Documentation along with the BBD Product. Except to the extent necessary for such adaptation, Partner, Indirect Reseller (if applicable), and End-Customer will not make any modifications to the exterior and/or interior packaging and to the Documentation, repackage the BBD Products, or modify the BBD Products or the Documentation in any way without Nokia’s express prior written approval. For the avoidance of doubt, Nokia’s approval of modifications and/or customizations proposed by Partner, Indirect Reseller (if applicable), or End-Customer shall not mean an endorsement of any such changes and Partner or End-Customer shall be responsible to comply with any applicable local law requirements regarding packaging, labelling and documentation. Partner or End-Customer shall provide End-Users along with the BBD Product, with the Documentation or the Customized Product Documentation, as the case may be.
  - Partner hereby agrees to indemnify and hold Nokia harmless from and against any and all liability, claims causes of action, suits, damages, and expenses for which Nokia may be liable by reason of a claim of packaging, labelling and documentation, which claim arises from the failure to provide the Documentation or the Customized Product Documentation, or the modification of Nokia’s standard Documentation even if such modification has been communicated and authorised by Nokia, or the failure by Partner, Indirect Reseller (if applicable), or End-Customer to customize the Documentation to meet local regulations with regard to packaging, labelling and documentation.
  - Partner or its Indirect Reseller (if applicable) or End-Customer shall maintain the BBD Products, including Product packaging, in the condition they were received in and, without affecting any other obligation to insure, keep them, to the reasonable satisfaction of Nokia, insured for their full price against all risks and provide, on request, to Nokia copies of the relevant insurance policies (or a summary statement of the insurance coverage) and evidence that such insurances are in full force and effect. The standard Documentation shall be provided only in English. Translation into local languages shall be at Partner, Indirect Reseller (if applicable), or End-Customer’s responsibility and expense.
3. In lieu of Product warranty, Partner shall place Orders for oversupply of the BBD Products and provide replacement from such oversupply to its Indirect Resellers (if applicable) or End-Customers in accordance with the Nokia Ordering Guidelines.

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