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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.

“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 Software included in Order Content, and (iii) any virtualization and/or orchestration software not supplied by Nokia running in the Data Center, all as described in the Documentation.

“Documentation” means 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” means the hardware or other devices delivered by Nokia via a Nokia-authorized partner, specifically excluding Licensed Materials, Software and Services.

“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 as defined in each particular Maintenance service description or statement of work.

“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.

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“Software” means any software, computer program or code, algorithms, analytics, listing or related material in machine-readable or printed form (including third-party software and firmware), or any updates, upgrades, patches, fixes, enhancements, improvements, and modifications thereto, that are included in the Products or licensed separately, regardless of the form or media on which it is delivered (e.g., firmware, download, disc, etc.). Software will include, and be delivered only in object code form, unless otherwise specified in an applicable Order Confirmation.

“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.

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3. **LICENSE RESTRICTIONS.** You may not, without Nokia's prior written consent, conduct, cause or permit anyone to: (i) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer, or adapt any portion of the Software; (ii) encumber, time-share, rent, or lease the rights granted herein; (iii) manufacture, adapt, create derivative works of, localize, port, or otherwise modify any Licensed Material; (iv) disclose or otherwise make available the Licensed Materials to any third party; or (v) enable any Software features or capacity that Nokia licenses as separate products without Nokia's prior written consent. You shall not remove any of the Nokia trademarks, patent, or copyright notices or markings from the Licensed Materials or add any other notices or markings to the Licensed Materials. Additionally, you may not, (a) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Software (b) use or permit use of the Software in any hazardous environments requiring fail-safe performance (e.g., aircraft navigation or communications systems, air traffic control, in the operation of nuclear facilities, direct life support machines, military defense systems, etc.) in which their failure could lead directly to death, personal injury or severe physical or environmental damage. The use of Software for any such application without the prior written consent of Nokia shall be at Your sole risk.

Limited Right to Decompile in the EU: If You use Software within the European Union, then the European Directive 2009/24 will apply to the examination and/or de-compilation of Software to obtain the information necessary for You to achieve interoperability. However, You may not perform such examination and/or de-compilation of Software without first having requested the information from Nokia, by making a sufficiently detailed written request to do so to Nokia and having permitted a reasonable time (at least thirty (30) days) for receipt of such information. Nokia may, at its option, offer support or assistance for establishing interoperability.

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- 5.2. 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.
- 5.3. 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.

6. **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.

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- 7.1. **Maintenance and Renewals.** Any Maintenance for the Software 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.
- 7.2. **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.

8. **LIMITED WARRANTY.**

- 8.1. **SOFTWARE PERFORMANCE WARRANTY.** Subject to Your compliance with the terms of this Agreement, Nokia warrants that the Software, as delivered by Nokia and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of three (3) months from delivery. If the Software does not comply with this warranty and such non-compliance is reported in writing by You to Nokia within the three (3) month warranty period, Your exclusive remedy and Nokia's entire liability shall be for Nokia to provide a patch, bug fix or maintenance update as is available at the time of the reported defect.
- 8.2. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY SOFTWARE FOR WHICH A NONPRODUCTION OR NONCOMMERCIAL LICENSE IS GRANTED TO YOU, AND ALL FOSS, IS FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT A WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.
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10. **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, 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), WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

11. INDEMNITY.

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

12. CONFIDENTIAL INFORMATION.

- 12.1. 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.

- 12.2. 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 12 and shall take all reasonable steps requested by Nokia to prevent or remedy any such violation.
13. **DATA PROCESSING.** This Agreement covers the licensing of Software only and Nokia will not process any Personal Information pursuant to this Agreement. Any services related to the Software which may result in Nokia processing Personal Information will be subject to a separate agreement.
14. **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 acknowledge and accept that Nokia may oversee Your use of the Software through activation keys issued to Purchaser, or a monitoring program, or otherwise. Nokia may (a) activate the monitoring program at any time to register and measure the extent of Your use of the Software, and (b) use information obtained through such monitoring program to permit Nokia to generate invoices. You hereby consent to such monitoring and use of the information thereby acquired. In none of the methods were available, upon Nokia's request You shall provide Nokia with remote access to the systems where You are using the Software, with sufficient privileges for Nokia personnel to conduct an audit of Your use of the Software. You shall retain above 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.
15. **SOFTWARE EVALUATION.** If You are provided Software for evaluation purposes, section 2, License Grant, is hereby replaced with the following terms and conditions. Nokia grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Software or (ii) sixty (60) days from the date of Your initial installation of the Software, if no such evaluation period is pre-determined in the Software ("Evaluation Period"). The Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Software Evaluation Period, You will cease use of the Software and destroy all copies of the Software. All other terms and conditions of this Agreement shall otherwise apply to Your evaluation of the Software.
16. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** 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. **FEEDBACK.** You may from time to time voluntarily provide Feedback (as defined below) to Nokia. You hereby grants 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. “**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).
20. **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.
21. **GENERAL.**
 - 21.1. **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.
 - 21.2. **FORCE MAJEURE.** Neither Party will be deemed to be in breach of this Agreement, or otherwise be liable to the other Party, by reason of any delay or failure in performance of any of its obligations, except for payment obligations required under this Agreement, any Addenda or under any Purchase Order, if and to the extent that the delay or failure is caused by a Force Majeure Event. For purposes of this Agreement, a “**Force Majeure Event**” means all events that occur beyond the Parties’ control, the occurrence and effects of which cannot be reasonably prevented and after which it is no longer possible to perform under this Agreement, or any addenda or Purchase Order thereto, within their respective terms and conditions (e.g., war, rebellion, acts of terrorism, epidemics, pandemics, severe weather conditions, floods, fires, earthquakes, strikes, lockouts, acts of a government, refusal of a government regulatory agency to issue import or export licenses, disturbance in supplies, including fuel, water, electricity, from normally reliable sources or other authorizations required to import or export Deliverables, etc.) provided such events, by their nature, could not have been foreseen, or, if it could have been foreseen, was unavoidable, but explicitly excluding failures or delays arising out of defaults of third-parties that are not themselves caused by a Force Majeure Event. If a Force Majeure Event occurs during the Term, the time for performance hereunder will be extended accordingly. The impacted Party shall immediately inform the other Party of the nature and the extent of the Force Majeure Event, the anticipated termination of the Force Majeure Event circumstances and the

anticipated impact of any such Force Majeure Event. The impacted Party shall also immediately notify the other Party when the Force Majeure Event ends, the impact of the Force Majeure Event and the recovery plan associated therewith.

- 21.3. **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.
- 21.4. **ENTIRE AGREEMENT.** This Agreement and any related Order Confirmation are the complete and exclusive agreement between You and Nokia relating to the License of the Software as described herein and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to the same. 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 ****