

Binding Corporate Rules for Data Processor (BCR-P)

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1 Introduction and purpose of the BCR-P

Nokia respects privacy. Nokia's Binding Corporate Rules for Data Processor ("**BCR-P**") set out Nokia's commitment to provide an adequate protection of the Personal Data within Nokia in accordance with the European Data Protection Law. The BCR-P govern the Processing of Personal Data within Nokia, where Customer acts as a Data Controller and Nokia Group Entity (as defined below) is the Data Processor of such Personal Data. Nokia also has Binding Corporate Rules for Data Controller ("BCR-C") in place. The BCR-C govern the Processing of Personal Data within Nokia, where the transfer takes place between one Nokia Group Entity (as defined below) as a Data Controller of such Personal Data and another Nokia Group Entity as a Data Controller or Data Processor.

The purpose of the BCR-P is to ensure that, whenever Personal Data is transferred from the European Economic Area to Third Countries, the Nokia Group Entity in the Third Country will conform to an adequate level of data privacy protection. The BCR-P will enable Nokia to consistently protect Personal Data globally.

The BCR-P are included in Nokia's Code of Conduct and thereby made binding on employees either directly or through implementation of the Code of Conduct according to country specific law.

2 Scope of the BCR-P

2.1 Introduction

The BCR-P apply to the Processing of Personal Data by a Nokia Group Entity as a Data Processor in the course of delivering services to a Customer, where (i) such Personal Data is subject to European Data Protection Law (or was subject to European Data Protection Law prior to its transfer to a Third Country), (ii) such Personal Data transferred by a Nokia Group Entity to another Nokia Group Entity in a Third Country, and (iii) such Personal Data is processed by Nokia pursuant to a Services Agreement that specifically provides that these BCR-P shall apply to such Personal Data. The BCR-P cover only Nokia Group Entities who have signed the BCR Intra-Group Agreement. For more information about Nokia Group Entities in the scope of the BCR-P, including the Third Countries where they are located and Personal Data may be transferred to, please refer to Appendix I.

2.2 Personal Data in scope of the BCR-P

The Personal Data in scope include Customer's Personal Data Processed in accordance with the Service Agreement and ancillary agreements for business-related purposes, such as product and service provision and implementation for operators of mobile and fixed networks, routing and optical technologies and related services, integration and managed services, customer support, research & development, data analytics, contract execution, ensuring and improving quality, functionality and security of products and services,

evaluation, project management, conducting repairs and maintenance, customer care, as well as other purposes mandated by law or regulation. Examples of categories of Personal Data subject to Processing activities include: names, contact information, identifiers, location data, log data, telecommunication data, e-mail addresses, as well as any other Personal Data as requested by the Data Controller.

2.3 Data Subjects in scope of the BCR-P

The BCR-P cover the following categories of Data Subjects: Customers, consumers and employees of Customer.

2.4 Examples of Personal Data Processing activities when acting as a Data Processor

Below are some examples of Personal Data Processing by Nokia in a Data Processor capacity within the General Services business group. Other Nokia business groups have similar Processing activities, while the location of the Processing is either the customer network location or in the countries listed below.

a. Processing activities and locations

As a Data Processor, Nokia Processes Personal Data while providing services to Customers, at their request and on the basis of the Services Agreement and ancillary agreements. Typically Processing occurs while conducting activities and functions like: delivering professional services, network implementation, deployment and products maintenance services, local and remote support and troubleshooting, network monitoring, configuration management, incident and alarm management and notification, reporting, data analytics, data storage and compliance. The main cross border data transfers, including a limited amount of Personal Data, are between the various Customer locations and Nokia's Global Services Delivery Centers and Global Network Operations Centers located either within the EEA or outside, in the following countries: Argentina, Brazil, Canada, China, Egypt, India, Japan Mexico, Tunisia, USA, Venezuela.

b. Categories of Personal Data Processed:

The categories of Personal Data Processed by Nokia when acting as a Data Processor on behalf of Customers are subscribers' names, e-mail address, contact information, subscription identifiers, logs, device location, IMEI, IMSI, MSISDN, Cell ID, LAI, fixed phone number, IP address, MAC address and data associated with those identifiers.

3 Definitions

In the BCR-P, capitalized terms shall have the meanings ascribed to them below:

- **Adequacy Decision** means a formal decision made by the European Commission which recognises that a country provides an adequate and equivalent level of protection for Personal Data as the EEA does.
- **BCR Intra-Group Agreement** means an agreement between Nokia Group Entities on the commitment to ensure compliance with Nokia's BCR-C and BCR-P
- **BCR-C** means Data Controller Binding Corporate Rules
- **BCR-P** means Data Processor Binding Corporate Rules
- **Competent SA** or **Competent Supervisory Authority** means the Supervisory Authority competent for the Data Exporter(s) of the specific transfer.
- **Code of Conduct** means the document available at <https://www.nokia.com/about-us/investors/corporate-governance/code-of-conduct/>
- **Customer** means a legal person, public authority or other body that qualifies as a Data Controller and with whom Nokia has a Service Agreement to Process Personal Data on its behalf.
- **Data Controller** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **Data Exporter** means (1) the Nokia Group Entity that (a) received Personal Data for which it pursuant to a Services Agreement that specifically provides that the BCR-P shall apply to such Personal Data; and (b) undertakes to transfer such Personal Data under the BCR-P to another Nokia Group Entity.
- **Data Importer** means the Nokia Group Entity in a Third Country that is the recipient of the transfer of Personal Data under this BCR-P.
- **Data Processor** means a Nokia Group Entity which processes Personal Data on behalf of the Data Controller, including in a role of a sub-processor.
- **Data Subject** means an identified or identifiable natural person whose Personal Data is processed.
- **Disclosure Request** means a legally binding request for disclosure of (or direct access to) Personal Data from a law enforcement authority or state security body of a Third Country.
- **EEA** means the European Economic Area, consisting of the Member States of the European Union and those countries that have ratified the agreement on the European Economic Area and, for purposes of these BCR-P, Switzerland.
- **European Data Protection Law** means the GDPR, Directive 2002/58/EC and any subsequent European Union legislation amending these in so far as applicable, as well as provisions of mandatory law of an EEA country containing rules for the protection of individuals with regard to the Processing of Personal Data

including security requirements for and the free movement of such Personal Data.

- **GDPO** means Nokia's Group Data Protection Officer
- **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC
- **Lead SA** or **Lead Supervisory Authority** means the Supervisory Authority of Finland, the Data Protection Ombudsman.
- **Nokia** means Nokia Corporation and all Nokia Group Entities
- **Nokia Corporation** means Nokia Oyj with address at Karakaari 7, FI-02610, Espoo, Finland registered with Finnish Patent and Registration Office under Business ID 0112038-9. Nokia Corporation is the parent company of all Nokia Group Entities.
- **Nokia Contracting Entity** means the Nokia Group Entity that has entered into the Services Agreement.
- **Nokia Group Entity** means an entity which is directly or indirectly owned or controlled by Nokia Corporation or which is under the same direct or indirect ownership or control as Nokia Corporation. For these purposes, control shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such an entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- **Personal Data** means any information relating to an identified or identifiable natural person (Data Subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- **Processing** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **Record of Processing Activities** means a record of Processing activities maintained in writing, including in electronic form, by Nokia that contains the following information:
 - a. the name and contact details of the Nokia Group Entity that is the Controller;
 - b. the Processing purposes;

- c. the categories of Personal Data;
- d. the categories of recipients to whom Personal Data have been disclosed;
- e. where applicable, information about transfers of Personal Data to a Third Country;
- f. where possible, the envisaged retention periods; and
- g. where possible, a general description of the security measures.

Where a Nokia Group Entity acts as an internal Data Processor, the Records of Processing Activities shall:

- In addition include the name and contact details of the Nokia Group Entity that is the internal Data Processor; and
- Instead of b – d above, include the categories of Processing carried out on behalf of the Nokia Group Entity that is the Data Controller.
- **Service Agreement** means a written agreement between the Data Controller and the Data Processor whereby the Data Processor shall provide services to the Data Controller and which entails the Processing of Personal Data on behalf of the Data Controller.
- **Special categories of Personal Data** means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
- **Sub-Processor** means an external company or legal entity engaged by the Data Processor to Process Personal Data on behalf of and consistent with the instructions of the Data Controller.
- **Supervisory Authority** or **SA** means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR.
- **Third Country** means a country that is not part of the EEA and for which the European Commission has not issued an Adequacy Decision.
- **Transfer Impact Assessment** means an assessment on whether, taking into account the specific circumstances of the transfer, the laws and practices of the Third Country of destination to which Personal Data are transferred, including those requiring the disclosure of Personal Data to public authorities or authorizing access by such authorities, prevent Nokia from fulfilling its obligations under this BCR-P. In assessing the laws and practices of the Third Country, Nokia shall take into account in particular:
 - the specific circumstances of the transfers, and any envisaged onward transfers within the same Third Country or to another Third Country, including:
 - purposes for which the data are transferred and Processed (e.g. marketing, HR, storage, IT support);
 - types of entities involved in the Processing (the Data Importer and any further recipient of any onward transfers);

- sector in which the transfers occur;
 - categories and format of the Personal Data transferred;
 - location of the Processing including storage;
 - transmission channels used.
- the laws and practices of the Third Country relevant in light of the circumstances of the transfers, including requirements to disclose Personal Data to public authorities or authorizing access by such authorities as well as the applicable limitations and safeguards. This also includes laws and practices providing for access to Personal Data during transit between the country of the Data Exporter and the Third Country;
- any relevant contractual, technical or organizational safeguards put into place to supplement the safeguards under this BCR-P, including measures applied during transmission and to the Processing of Personal Data in the Third Country.

4 Privacy safeguards during Personal Data Processing

Nokia conducts Personal Data Processing activities as a Data Processor for a number of specific and legitimate business purposes, in accordance with the law and its established privacy principles, as further described below.

4.1 Principles for Processing

Nokia Processes Personal Data in compliance with the European Data Protection Law and the Data Controller's instructions as set out in the Service Agreement.

4.1.1 Accountability, transparency, fairness and lawfulness:

When a Nokia Group Entity acts as a Data Processor under these BCR-P, it will co-operate with, and assist the Data Controller to comply with its duty to inform Data Subjects and it will implement the organizational and technical measures to enable the Data Controller to demonstrate compliance with their obligations under European Data Protection Law and the Service Agreement. Also, Nokia will maintain a record in writing of all categories of Processing activities carried out on behalf of each Data Controller under these BCR-P in line with the requirements as set out in Art. 30.2 GDPR.

4.1.2 Privacy by Design:

Privacy is a key consideration in the creation, delivery and support of Nokia's products and services. Nokia shall also assist the Data Controller in implementing appropriate technical and organizational measures to comply with data protection principles and facilitate compliance with the requirements set up by the BCR-P in practice such as data protection by design and by default.

4.1.3 Purpose limitation:

When a Nokia Group Entity acts as a Data Processor under these BCR-P, it will only Process Personal Data on behalf of and in compliance with the documented instructions provided by the Data Controller including with regard to transfers of Personal Data to a Third Country, unless required to do so by Union or Member State law to which the Data Processor is subject. In such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing takes place, unless that law prohibits such information on important grounds of public interest. If a Nokia Group Entity is unable to comply with the Data Controller's instructions, it will inform the Data Controller promptly of this fact, in which case the Data Controller is entitled to suspend the transfer of Personal Data and/or terminate the Service Agreement, depending on the terms of the Service Agreement. Upon the termination of the provision of Services related to the Personal Data Processing, the Data Processor shall, in accordance with the Service Agreement, delete or return all the Personal Data transferred under these BCR-P to the Data Controller and delete the copies thereof and certify to the Data Controller that it has done so, unless legislation imposed upon the Data Processor requires storage of the Personal Data transferred. In that case, the Processor will inform the Data Controller and warrant that it will guarantee the confidentiality of the transferred Personal Data and will no longer actively Process the transferred Personal Data.

4.1.4 Data quality:

When a Nokia Group Entity acts as a Data Processor under these BCR-P, it will co-operate with and assist the Data Controller to comply with its obligation to keep Personal Data accurate and up to date. When required and upon instructions of Data Controller, the Nokia Group Entity to whom the Personal Data has been provided by the Data Controller, will rectify, delete or anonymize Personal Data or restrict Processing and inform other Nokia Group Entities to whom Personal Data have been disclosed of such rectification, restriction, deletion or anonymization.

4.1.5 Security safeguards:

Nokia implements appropriate technical and organizational measures to protect Personal Data Processed on behalf of the Data Controller to ensure a level of security appropriate to the risk, in compliance with the Service Agreement and obligations set out in European Data Protection Law. Nokia shall inform the Data Controller without undue delay after becoming aware of any Personal Data Breach relating to Personal Data Processed under these BCR-P. Nokia requires Sub-Processors to apply appropriate and equivalent security safeguards.

4.1.6 Onward transfers outside the EEA:

Personal Data may be transferred to a Sub-Processor that is located in a Third Country if the Controller provides prior informed specific or general authorization for the use of Sub-Processors under the terms of the Service Agreement and:

- i. the transfer takes place in accordance with a recognized compliance standard for the lawful transfer of Personal Data under European Data Protection Law; or
- ii. the transfer is necessary for the performance or management of a contract with the Data Subject or for taking necessary steps at the request of the Data Subject prior to entering into a contract, e.g., for processing orders, or the transfer is otherwise subject to an applicable derogation under European Data Protection Law (e.g., necessary to protect a vital interest of the Data Subject, necessary for the establishment, exercise, or defense of a legal claim, etc.); or
- iii. the Data Subjects have provided their explicit consent for the transfer after having been informed of the possible risks of such transfers due to the absence of a transfer mechanism under (i) or available derogation under (ii).

Items (ii) and (iii) require the prior consultation of the GDPO.

Prior to a transfer of Personal Data under (ii), Nokia will conduct a Transfer Impact Assessment in accordance with Section 4.1.7.

4.1.7 Transfer Impact Assessment:

Nokia will perform a Transfer Impact Assessment prior to a transfer (or a set of transfers) of Personal Data under this BCR-P and maintain it for the duration of the transfer.

Where a Transfer Impact Assessment shows gap(s) in protection for Data Subjects under this BCR-P, Nokia will implement supplementary measures, such as contractual, technical or organizational safeguards, including measures applied during transmission and to the processing of the Personal Data in the country of destination to ensure compliance with the BCR-P. Supplementary measures are not required in relation to laws and practices applicable to the Data Importer that respect the essence of fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) GDPR.

The transfer shall not take place or will be suspended where: (i) compliance with this BCR-P cannot be assured, (ii) no appropriate supplementary measures can be taken, or (iii) so instructed by the Competent Supervisory Authority.

Nokia will conduct and document the Transfer Impact Assessment with the involvement of Nokia Corporation and the Chief Privacy Officer and will notify the Data Exporter and Data Importer thereof. Nokia Corporation and the Chief Privacy Officer will make the Transfer Impact Assessment, including any applicable supplementary measures, available to (i) all

Nokia Group Entities (so that the same supplementary measures are applied to the same types of transfers), and (ii) to the Competent Supervisory Authority upon request.

4.2 Legal basis for Processing Personal Data

Nokia Processes Personal Data on behalf of the Data Controller who is responsible for ensuring a valid legal basis for the Processing.

5 Data Subject rights

Nokia Processes Personal Data on behalf of the Data Controller who is responsible for responding to Data Subject requests. Nokia will implement appropriate technical and organizational measures to assist and co-operate with the Data Controller in responding to such requests, taking also into account the information available to Nokia.

If Nokia receives a Data Subject request as a Data Processor, it will transfer such request without undue delay to the relevant Data Controller and not respond to such a request unless authorized to do so or required by law.

Nokia will handle complaints received from Data Subjects where the Data Controller has disappeared factually or has ceased to exist in law or became insolvent.

In all such cases where Nokia (acting as a Data Processor) handles complaints or requests, Nokia shall use reasonable efforts to resolve the complaints and to respond to requests without undue delay so that a response is given to the Data Subject within one month upon receipt of the request. Taking into account the complexity and number of the requests, that period may be extended by two further months at the utmost, in which case the Data Subject should be informed accordingly.

Furthermore, the Data Subject shall be informed about the consequences of approval and rejection of the complaint or request, as well as consequences of the Data Subject not being satisfied by the reply received, such as the right to lodge a claim before the relevant courts and/or data protection authorities.

Data Subjects located in the EEA have a right to enforce BCR-P as third-party beneficiaries directly against Nokia where such requirements are directly applicable to Nokia as a Data Processor, and in situations where they are unable to bring a claim against the Data Controller because the Data Controller has factually disappeared or ceased to exist in law. The detailed scope of such rights is described in Section 11 of this BCR-P.

Data Subjects can reach the Nokia Global Privacy Office by visiting <https://www.nokia.com/privacy> where a request or complaint can be launched. Nokia BCR-P will be publicly available on Nokia's website at all times. Upon request, Data Subjects have a right to receive a copy of these BCR-P.

6 Internal complaint handling process

Nokia Global Privacy Office, led by the Nokia Chief Privacy Officer, has in place a centralized procedure to manage complaints, privacy incidents and requests, including:

- **Incident response management procedures** that ensure appropriate treatment and documentation of suspected and reported privacy incidents, including Personal Data Breaches. All Nokia Group Entities report Personal Data Breaches to Nokia Global Privacy Office and the Group Data Protection Officer without undue delay. Nokia will report Personal Data Breaches relating to Personal Data transferred on the basis of these BCR-P to the relevant Customer(s) without undue delay after becoming aware of the Personal Data Breach.
- **Authority request procedures** that ensure authority requests for Personal Data and privacy related requests from Supervisory Authorities or other competent authorities are responded to appropriately
- **Data Subject access and complaints procedures** that ensure that Data Subjects are able to (i) exercise their Data Subject rights, including for example to request correction, to update or to access their Personal Data, to have unnecessary Personal Data deleted and to bring privacy issues to Nokia's attention and (ii) to lodge a complaint about any Nokia Group Entity or Nokia Corporation they believe is not complying with the BCR-P.

Data Subjects can exercise their rights and file a complaint against Nokia Group Entity that is not Processing data according to the applicable legislation or in accordance with these BCR-P.

Data Subjects can reach Nokia Global Privacy Office by visiting <https://www.nokia.com/privacy> where a request or complaint can be launched, or by contacting us via the contact details provided in Section 16. An individual can also contact Nokia Global Privacy Office via this link [Nokia Privacy Request Form](#) on Nokia.com. In countries where legal entities are obliged to nominate a local DPO, individuals can also contact the local DPO.

Nokia shall use reasonable efforts to resolve complaints and to respond to requests without undue delay so that a response is given to the Data Subject within one month of the date that the complaint was filed or the request received. This period may be extended by two further months where necessary, taking into account the complexity and number of requests, and the Data Subject shall be informed accordingly.

Furthermore, the Data Subject shall be informed about the consequences of approval and rejection of the complaint or request, as well as consequences of the Data Subject not being satisfied by the reply received, such as the right to lodge a claim before the relevant courts and/or data protection authorities.

7 Relationship with Data Processors and Data Controllers

7.1 Members of Nokia

Nokia Group Entities, employees and external workforce must comply with Nokia BCRs, Nokia policies as well as local instructions from Data Controllers regarding the protection of Personal Data, security and confidentiality measures as in accordance with the terms of the Service Agreement. Failure to do so may result in disciplinary action, up to and including termination of employment, and/or civil and criminal liability. BCR-P are made binding on Nokia Group entities via an intra-group agreement.

7.2 Data Controllers

Nokia and its Sub-Processors will cooperate with the Data Controller and assist the Data Controller to comply with applicable data protection law (such as its duty to respect the Data Subject rights or to handle their complaints, or to be in a position to reply to investigation or inquiry from competent Supervisory Authorities) in a reasonable time and to the extent reasonably possible. Where instructions of the Data Controller infringe in Nokia's opinion the GDPR or other binding provisions of European or national data protection law, Nokia will immediately inform the Data Controller.

7.3 Sub-Processors

Nokia will only use Sub-Processors and internal sub-processors in accordance with the terms of the Service Agreement and the general authorization provided by the Data Controller. Sub-Processors may only Process Personal Data under a binding contract with Nokia. The contract shall impose similar data protection-related Processing terms on the Sub-Processor that will be no less protective than those imposed on the Nokia Contracting Entity by the Service Agreement and these BCR-P. The contract will in any case include the requirement of the Sub-Processor to notify the Data Controller or Nokia of a Personal Data Breach without undue delay and implement appropriate technical and organizational measures to enable its compliance with the GDPR. The BCR-P shall be incorporated by reference in the Service Agreement with the Data Controller. Nokia commits to provide the Data Controller with a list of Sub-Processors and internal sub-processors, and to inform the Data Controller of changes regarding the Sub-Processors and internal sub-processors in a timely manner and in accordance with the Service Agreement in order to give the Data Controller the possibility to object to the change or terminate the Services Agreement. Such information may be given individually or by publishing lists of relevant Sub-Processors and internal sub-processors by electronic means. Nokia will provide the list of Sub-Processors to Data Subjects and the competent Supervisory Authority upon request.

The Nokia Contracting Entity remains liable to the Data Controller for the performance of the Service Agreement by its Sub-Processors and internal sub-processors.

8 Third-party beneficiary rights

8.1 Directly enforceable rights

Data Subjects located in the EEA have a right to enforce BCR-P as third-party beneficiaries directly against Nokia where such requirements are directly applicable to Nokia as a Data Processor. In those situations, Data Subjects have a right to enforce the following obligations of the BCR-P against Nokia:

- Duty to respect the instructions from the Data Controller including for transfers to third countries (Section 4 and 8.2 of the BCR-P)
- Duty to implement appropriate technical and organizational security safeguards and to notify Personal Data Breaches to the Data Controller (Section 4 of the BCR-P)
- Duty to respect conditions when engaging new Sub-Processors (Section 8 of the BCR-P)
- Duty to co-operate with and assist the Data Controller in complying and demonstrating compliance with the law such as for answering requests from Data Subjects in relation to their rights (Section 4 and 6 of the BCR-P)
- Easy access to the BCR-P (Section 6 of the BCR-P)
- Right to complain through complaint handling process (Section 7 of the BCR-P)
- Duty to co-operate with the Competent Supervisory Authority (Section 13 of the BCR-P)
- Liability, compensation and jurisdiction provisions of these BCR-P (Sections 11 and 12 of the BCR-P)
- National legislation prevents compliance with these BCR-P (Section 15 of the BCR-P)

8.2 Rights enforceable against the Data Processor in case the Data Subject is not able to bring a claim against the Data Controller

In addition, in situations where Nokia acts as a Data Processor, Data Subjects have the right to enforce the BCR-P as third-party beneficiaries if they are not able to bring a claim against the Data Controller because the Data Controller has factually disappeared or ceased to exist in law or has become insolvent, unless any successor has assumed the entire legal obligations of the Data Controller by contract or by operation of law, in which case the Data Subject can enforce their rights against such entity. In those situations, Data Subjects have right to enforce the following obligations of the BCR-P against Nokia:

- Duty to respect the BCR-P (Sections 1 and 8.1 of the BCR-P)
- Duty to enable the exercise of third-party beneficiary rights (Section 11 of the BCR-P)
- Liability for compensation and remediation of breaches of the P-BCR (Section 11.3 and Section 12 of the BCR-P)
- Easy access to the BCR-P (Section 6 of the BCR-P)

- The existence of a complaint handling process (Section 7 of the BCR-P)
- Duty to co-operate with Supervisory Authority (Section 13 of the BCR-P)
- Duty to co-operate with the Data Controller (Section 8.2 of the BCR-P)
- Data Protection Safeguards and accountability (Sections 4 and 10 of the BCR-P)
- List of entities bound by the BCR-P (Section 2 of the BCR-P)
- Transparency when national legislation prevents Nokia from complying with the BCR-P (Section 15 of the BCR-P)

11.3 Data Subject rights under BCR

Data Subjects have the following rights in case of breach of the above-mentioned obligations:

- Data Subjects shall have the right to a judicial remedy for a violation of the BCR-P with respect to the Processing of Personal Data of a Data Subject covered by these BCR-P. The scope of those rights is as described in Sections 6 and 11.1 and 11.2 above. Any Data Subject who has suffered damage (material or immaterial) as a result of a violation of the BCR-P is entitled to receive compensation for the damage suffered to the extent provided by applicable EEA law.
- Data Subjects can choose to lodge claims before the Supervisory Authority and before the competent courts of the EU Member States. Data Subjects have the choice to lodge the complaint before the Supervisory Authority in the Member State of their habitual residence, place of work or place of the alleged infringement and before the courts of the EU Member States where the Data Controller has an establishment or where the Data Subject has his or her habitual residence. Furthermore, Data Subjects shall have the Data Subject rights described in Section 6 of the BCR-P.

Where the Data Processor and the Data Controller are involved in the same processing and are found liable for damages, the concerned Data Subject shall be entitled to receive compensation for the entire damage directly from the Data Processor.

Data Subjects may exercise their rights by contacting Nokia Global Privacy Office by email at privacy@nokia.com (as further detailed in Section 7) or use this link [Nokia Privacy Request Form](#) on Nokia.com as referenced in Section 16 herein.

9 Liability

When Nokia acts as a Data Processor on behalf of Customer, Customer has a right to enforce the BCR-P against any Nokia Group Entity for breaches they have caused, including for a breach of the BCR-P or the Service Agreement by a Sub-Processor established outside of EEA.

Nokia Corporation accepts responsibility for and agrees to take the necessary action to remedy breaches of the BCR-P caused by Nokia Group Entities established outside of the EEA and contractual breaches caused by Sub-Processors outside of the EEA. Where a Data Subject has a claim under Section 11, Nokia Corporation accepts responsibility for and agrees to pay compensation for the material and immaterial damages incurred resulting from such breaches of the BCR-P by Nokia Group Entity or Sub-Processor, unless Nokia Corporation can demonstrate that such damage could not be attributed to Nokia Group Entity or Sub-Processor.

The burden of proof towards the Data Subjects stays with Nokia Corporation. Nokia Corporation is permitted to demonstrate that the Nokia Group Entity or Sub-Processor outside the EEA is not liable for the violation resulting in the damages claimed.

Where the Data Controller can show that it suffered damage and establish facts which show it is likely that the damage has occurred because of the breach of the BCR-P, it will be for Nokia Corporation to prove that the Nokia Group Entity or Sub-Processor outside the EEA is not liable for the violation resulting in the damages claimed.

If Nokia Corporation can prove that the Nokia Group Entity or Sub-Processor outside the EEA is not liable for the violation, it may discharge itself and the Nokia from any responsibility.

10 Co-operation with Supervisory Authorities

Nokia has a duty to cooperate with the Competent Supervisory Authority and, upon request, provide such authority with any information about the Processing. Accordingly, Nokia commits to the cooperation and Nokia will respond to requests for information and co-operate with Competent Supervisory Authorities. Nokia will comply with the advice given, and will abide by any legally binding decisions, of the Competent Supervisory Authorities on any issues related to the BCR-P. Any dispute related to the Competent Supervisory Authority's exercise of supervision of compliance with the BCR-P will be resolved by the courts of the Member State of that Supervisory Authority, in accordance with that Member State's procedural law.

11 Changes to the BCR-P

11.1 Amendment of the BCR-P

Nokia Corporate Legal is responsible for updating the list of the Nokia Group Entities and Sub-Processors. Nokia Global Privacy Office:

- has access to the updates of the list and keeps track of and records any updates to the list of Nokia Group entities participating to the BCR-P
- provides necessary information to the Data Subjects or the Competent Supervisory Authorities on request

- reports non-material changes to the BCR-P or to the list of Nokia Group Entities once a year to the Lead Supervisory Authority with a brief explanation of the reasons justifying the update, and notifies the Lead Supervisory Authority if there are no changes
- promptly informs all Nokia Group Entities of the BCR-P about the changes to the BCR-P, including to the list of Nokia Group Entities
- where a change affects the Processing of Personal Data on behalf of Customer, informs the Data Controller in cooperation with Nokia business units and functions in a timely manner and provides an opportunity to object such a change. In the event that Data Controller objects to the change and the parties cannot reach a mutually acceptable solution, Nokia shall put in place an alternative data transfer solution. In the event no alternative data transfer solution can be put in place, the Data Controller will have the right to suspend the relevant transfer of Personal Data to Nokia. In the event a suspension of the relevant data transfers is not possible, Nokia shall enable the Data Controller to terminate the services affected by the lack of an alternative data transfer solution in accordance with the terms of the Services Agreement.

No transfer of Personal Data can be made under the BCR-P from the EEA to a new Nokia Group Entity until the Data Exporter has made sure that the new entity is effectively bound by the BCR-P and can thus ensure compliance.

Nokia reserves the right to modify the BCR-P in case it is necessary to comply with changes in law, Nokia's amended practices or requirements imposed by Supervisory Authorities.

Where a modification would be detrimental to the level of protection offered by the BCR-P or significantly affect the BCR-P (i.e. changes in the bindingness), these must be communicated to the Lead Supervisory Authority in advance with a brief explanation of the reasons for the modification.

Nokia will update the list of Nokia Group Entities in the scope of the BCR-P and Sub-Processors regularly and will keep a fully updated list of the BCR-P members on its website (available [here](#)).

12 Conflict rules

12.1 Conflict between local laws and BCR-P

If and insofar as local legislation requires a higher level of protection for Personal Data, it will take precedence over the BCR-P. In any event, Personal Data shall be Processed in accordance with the applicable local law.

Each Nokia Group Entity shall monitor its local laws and practices and, if it becomes aware that it is unable to comply with this BCR-P, including if it is or has become subject to laws or practices (including Disclosure Requests) that prevent it from complying with this BCR-P or that have a substantial effect on the protection offered by this BCR-P (including on any

Transfer Impact Assessments performed thereunder), the relevant Nokia Group Entity will promptly notify the relevant Data Exporter. Upon verification of such a notification, or if the Data Exporter otherwise has reason to believe that a Nokia Group Entity can no longer fulfil its obligations under this BCR-P, the Data Exporter and Nokia Corporation shall determine – in consultation with the relevant Group Entity and the Nokia Chief Privacy Officer – how to ensure compliance with this BCR-P and resolve the conflict, including by implementing additional appropriate supplementary measures in accordance with Section 4.1.7. Similarly, if the Data Importer has reasons to believe that the existing or future legislation applicable to it may prevent it from fulfilling the instructions received from the Data Exporter or its obligations under this BCR-P or the Service Agreement, the Data Importer shall promptly notify the Data Exporter, the controller and the Liable BCR member.

The Chief Privacy Officer may seek the advice of the Lead Supervisory Authority or another competent public authority.

Laws and practices that respect the essence of the fundamental rights and freedoms, and do not exceed what is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of the GDPR, are not considered to prevent Nokia from complying with this BCR-P or to have a substantial effect on the protection offered by this BCR-P.

The Data Exporter will monitor, on an ongoing basis, and where appropriate in collaboration with the Data Importer, developments in the Third Country that could affect the initial Transfer Impact Assessment performed under Section 4.1.7.

12.2 Consequences of a Termination of Transfer

The Data Importer shall – at the Data Exporter’s option – immediately return or delete Personal Data that were received under this BCR-P (including any copies thereof), and certify to the Data Exporter that it has done so, where: (i) the transfer has been suspended in accordance with section 4.1.7 for a period longer than one month, (ii) the Data Importer is in substantial or persistent breach of this BCR-P, (iii) the Data Importer fails to comply with a binding decision of a Competent SA or court, or (iv) the Data Importer ceases to be bound by this BCR-P. If local laws applicable to the Data Importer prevent the return or deletion of Personal Data, the Data Importer will only process the Personal Data to the extent and for as long as required under that local law. Until the Personal Data are deleted or returned, the Data Importer will continue to ensure compliance with the BCR-P.

12.3 Disclosure Requests

Subject to the following paragraph, the Data Importer shall promptly inform the Data Exporter and, where possible, the affected Data Subject (if necessary with the help of the Data Exporter), if Nokia receives a Disclosure Request (including where Nokia becomes aware of any direct access by public authorities in Third Countries to Personal Data transferred pursuant to this BCR-P). Notifications of a Disclosure Request shall include information about the Personal Data requested, the requesting authority, the legal basis

for the disclosure and the provided response. In case of direct access to Personal Data by a public authority in the Destination Country, the notification will include all information available to the Data Importer.

In every instance Nokia will assess the legality of a Disclosure Request, in particular whether it remains within the powers granted to the requesting authority. Nokia will challenge Disclosure Requests that it considers unlawful under the laws of the Third Country, applicable obligations under international law, or principles of international comity, and under the same conditions shall pursue possibilities to appeal. When challenging a Disclosure Request, Nokia shall seek interim measures with a view to suspending the effects of the Disclosure Request until the competent judicial authority has decided on its merits. Nokia shall not disclose the Personal Data requested until required to do so under the applicable procedural rules and will only provide the Personal Data that are strictly necessary when complying with a Disclosure Request, based on a reasonable interpretation thereof. Nokia will document this assessment and provide it to the Data Exporter and, upon request, to a Competent Supervisory Authority.

If notification of a Disclosure Request is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, Nokia will inform the Data Exporter to the maximum extent permitted by applicable law, and will use its best efforts to request the relevant authority to waive this prohibition, will document these efforts, and demonstrate them upon request to the Data Exporter. Nokia will at regular intervals provide the Data Exporter with as much relevant information as possible on the requests received (such as the number of requests, type of Personal Data requested, requesting authority, whether requests have been challenged and the outcome of such challenges). This information will be preserved and provided to the Competent Supervisory Authority upon request.

Nokia will provide the minimum amount of information permissible when responding to a Disclosure Request. In any event, any disclosures by Nokia of Personal Data in response to a Disclosure Request will not be massive, disproportionate or indiscriminate in a manner that would go beyond what is necessary in a democratic society.

13 Contact

Email: privacy@nokia.com

Address:

Nokia Corporation c/o Privacy

P.O Box 226

FI-00045 NOKIA GROUP FINLAND

14 Easy Access

A public version of the BCR-P shall be available on the Nokia public website as well as on the Nokia Intranet. The public version will include Sections 1 – 4, 6 – 8, 11 – 17.

Additionally, the BCR-P will be incorporated by reference in the Service Agreement with the Data Controller.

Change history

The version in force is the 1st version approved by the Finnish Data Protection Ombudsman on the 15th of April 2025.

Appendix I: List of Nokia Group Entities Bound by the BCRs

1. NOKIA GROUP entities located within the EEA

Name	Jurisdiction Of Incorporation	Company Number	Full Address
Nokia Solutions and Networks Holding Österreich GmbH	Austria	FN286757 b	10, Leonard-Bernstein-Straße, Vienna, 1220, Austria
Nokia Solutions and Networks Österreich GmbH	Austria	FN 286570 b	Leonard-Bernstein-Straße 10, 1220 Wien
Nokia Bell NV	Belgium	BE 0404.621.642	Copernicuslaan 50, ANTWERPEN, B-2018, Belgium
Nokia Solutions and Networks EOOD	Bulgaria	175157244	2 Donka Ushlinova Street, office building 3, floor 1, office 312, Vitosha District, multifunctional complex Garitage park, Sofia, 1766, Bulgaria
Nokia Solutions and Networks d.o.o.	Croatia	MBS: 080652675	Radnicka cesta 177, 10 000 Zagreb, Croatia
Nokia Solutions and Networks Czech Republic, s.r.o.	Czech Republic	ID number: 276 06 074	Karolinska 654/2, Prague 8, Karlín, Prague, 18600, Czech Republic
Nokia Denmark A/S	Denmark	13680531	Ørestads Boulevard 73, COPENHAGEN S, DK-2300, Denmark
Nokia Solutions and Networks OÜ	Estonia	11326644	4, Hallivanamehe, Tallinn, 11317, Estonia
Comptel Communications Oy	Finland	1635211-5	Karakaari 7, ESPOO, 02610, Finland
Comptel Oy	Finland	0621455-2	Karakaari 7, ESPOO, 02610, Finland
Nokia Innovations Oy	Finland	2102144-1	Karakaari 7, ESPOO, 02610, Finland
Nokia Investments Oy	Finland	2068199-0	Karakaari 7, ESPOO, 02610, Finland
Nokia Solutions and Networks Asset Management Oy	Finland	2060001-1	Karakaari 7, ESPOO, 02610, Finland

Nokia Solutions and Networks Branch Operations Oy	Finland	0693536-8	Karakaari 7, ESPOO, 02610, Finland
Nokia Solutions and Networks Oy	Finland	2058430-6	Karakaari 7, ESPOO, 02610, Finland
Nokia Technologies Oy	Finland	2655044-9	Karakaari 7, ESPOO, 02610, Finland
Nokia Teknologia Oy	Finland	0866533-0	Karakaari 7, ESPOO, 02610, Finland
Alcatel Lucent	France	542 019 096 R.C.S. Evry	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Alcatel-Lucent Participations	France	333 150 043 RCS EVRY	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Camilec	France	487 631 186 00045 RCS EVRY	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Evolium	France	432 941 144 00060 RCS EVRY	Site de Nokia Paris-Saclay, Route de Villejust, NOZAY, 91620, France
Nokia Networks France	France	493 378 939 RCS EVRY	12 Rue Jean Bart, Massy, 91300, France
Alcatel SEL Unterstutzungs GmbH	Germany	Stuttgart HRB 15792	MagirusstraÙe 8, Stuttgart, 70469, Germany
Nokia Asset Verwaltungsgesellschaft mbH	Germany	HRB 70197	Carl Theodor Str. 6, Düsseldorf, 40213, Germany
Nokia Solutions and Networks GmbH & Co. KG	Germany	HRA 88537	Werinherstr. 91, Munich, 81541, Germany
Nokia Solutions and Networks International Holding GmbH	Germany	HRB 164632	Werinherstr. 91, Munich, 81541, Germany
Nokia Solutions and Networks Management GmbH	Germany	HRB163416	Werinherstr. 91, Munich, 81541, Germany
Nokia Technology GmbH	Germany	HRB 7074	Carl Theodor Str. 6, Düsseldorf, 40213, Germany
Nokia Unterstutzungsgesellschaft GmbH	Germany	HRB 7096	Carl Theodor Str. 6, Düsseldorf, 40213, Germany

Nokia Solutions and Networks Hellas Single Member S.A.	Greece	38547/01AT/B/97/202; GEMI No. 002569301000	15 A. Metaxa str., Nea Kifisia, Athens, 14564, Greece
Nokia Solutions and Networks Kft.	Hungary	Cg. 01-09-875759	Bókay János utca 36-42, Budapest, 1083, Hungary
Nokia Solutions and Networks TraffiCOM Kft.	Hungary	Cg. 01-09-567072	Bókay János utca 36-42, BUDAPEST, H-1083, Hungary
Nokatus Insurance Company Designated Activity Company (DAC)	Ireland	384719	The Metropolitan Building, 3F, James Joyce Street, Dublin, 1, Ireland
Nokia Ireland Limited	Ireland	85214	Suite 3, One Earlsfort Centre, Lower Hatch Street, Dublin 2, Ireland
Nokia Solutions and Networks Italia S.p.A.	Italy	5679490960	Piazzale Biancamano 8 Milano (20121) - Italia
Nokia Solutions and Networks S.p.A.	Italy	1749138	8, Piazzalle Biancamano, Milano, 20121, Italy
Nokia Solutions and Networks SIA	Latvia	40003882947	Gustava Zemgala gatve 76, Rīga, LV-1039, Latvia
UAB Nokia Solutions and Networks	Lithuania	300629882	Svitrigailos g. 11M, Vilnius, LT-03228, Lithuania
Alcatel-Lucent RT International B.V.	Netherlands	27365889	Antareslaan 1, HOOFFDORP, 2132JE, Netherlands
Nokia Solutions and Networks B.V.	Netherlands	34259706	1, Antareslaan, Hoofddorp, 2132JE, Netherlands
Nokia Solutions and Networks Norge AS	Norway	990618976	Martin Lingesvei 25, 1364 Fornebu, Norway
Nokia Solutions and Networks Sp. z.o.o	Poland	265262	Ul. Rodziny Hiszpanskich 8, Warsaw, 02-685, Poland
Alcatel-Lucent Portugal, S.A.	Portugal	500276862	Edifício Conhecimento, Estrado do Seminário, no. 4, 2610-171 Alfragide
Nokia Solutions and Networks Portugal S.A.	Portugal	NIF:507834763	Edifício Conhecimento, Estrada do Seminário, no 4, Alfragide, 2610-171 Amadora.
Nokia Networks S.R.L.	Romania	J35/3345/31/10/1991	Republicii Boulevard 21, Bega Business Center, 7th floor, Timisoara, 300159, Romania
Nokia Slovakia, a.s.	Slovakia	00 634 794	Prievozska 4/A, BRATISLAVA, 821 09, Slovakia

Nokia Solutions and Networks, telekomunikacijske resitve, d.o.o.	Slovenia	2237911000	Dunajska cesta 167, 1000 Ljubljana, Slovenia
Nokia Spain, S.A.	Spain	M/28875	Maria Tubau, 9, MADRID, 28050, Spain
Nokia Solutions and Networks AB	Sweden	556710-6181	Knarrarnäsgatan 7, Kista, 16440, Sweden

2. NOKIA GROUP entities located outside the EEA

Name	Jurisdiction Of Incorporation	Company Number	Full Address
Nokia Algerie Sarl	Algeria	07B0974543	Quartier Pins Maritimes la tour du centre d'affaires d'Algérie, Algeria Business Center, 11e Étage Locaux 1101, 1102, 1111, El Mohammadia, wilaya d'Alger, Algiers, 16000
Nokia Solutions and Networks Argentina S.A.	Argentina	N 12.305 book 36 sociedades anonimas	Avda, Caseros 3039 - 6th floor -Ciudad Autónoma de Buenos Aires, Argentina
Nokia Solutions and Networks CJSC	Armenia	2553888	9/5, Arhakunyats str., Yerevan, 0023, Armenia
Nokia Services Pty Limited	Australia	97 000 005 363	111 Pacific Highway, Level 10, North Sydney, NSW, 2060, Australia
Nokia Solutions and Networks Australia Pty Ltd	Australia	ACN 122172365	111 Pacific Highway, Level 10, North Sydney, NSW, 2060, Australia
Nokia Solutions and Networks Baku LLC	Azerbaijan	1104-T6-3552	Heydar Aliyev Avenue, International Trade Center, No:95, Baku, Azerbaijan
Nokia Solutions and Networks Bangladesh Limited	Bangladesh	C-65367 (2859)/07	Level 14, Shanta Western Tower, 186 Bir Uttam Mir Shawkat Ali Road, Tejgaon I/A, Dhaka, 1208, Bangladesh

Nokia Solutions and Networks Bolivia S.A.	Bolivia (Plurinational State of)	07-049643-02.13160 (name change)	Calle Jose Aguirre Acha N° 582 esq Lucas Mendoza, Plazuela Franz Tamayo esq, Noreste Edif Juan Daniel oficinas 1 y 2, Cochabamba, Bolivia (Plurinational State of)
Nokia Solutions And Networks d.o.o. Banja Luka	Bosnia and Herzegovina	1-15700-00	Bulevar Srpske Vojske 17, Banja Luka, 78000, Bosnia and Herzegovina
Nokia Solutions and Networks d.o.o., Sarajevo	Bosnia and Herzegovina	MBS: 1-25933	2A, Trg Solidarnosti 2A, 71000 Sarajevo, Bosnia and Herzegovina
Nokia Solutions and Networks do Brasil Telecomunicações Ltda.	Brazil	CNPJ no. 01.108.177/0034-37	Rua Werner Siemens 111, prédio 19, espaço 3 e 4, térreo e 1º andar, Lapa, São Paulo, CEP 05069-900, Brazil
Nokia Canada Inc.	Canada	868992-0	600, March Road, Ottawa, ON, K2K 2E6, Canada
Nokia Solutions and Networks Chile Ltda.	Chile	14265	Los Militares 4611 Las Condes - piso 11, Santiago, 7560968, Chile
Lucent Technologies Investment Co., Ltd.	China	91110000625910223B	Room 1601-1624, Floor 16, Zhuangsheng Square, No.10 Xuanwumenwai Avenue, Xicheng District, Beijing, China
Lucent Technologies Qingdao Telecommunications Systems Ltd.	China	91370212614339527E	N° 159 Zhuzhou Road, Hi-Tech Industrial Park, QUINGDAO, 266101, China
Nokia (Shanghai) Enterprise Management Co., Ltd.	China	91310000710920653L	8F, Building 3, 388 Ning Qiao Road, Pilot Free Trade Zone, Shanghai, China
Nokia Networks (Chengdu) Co., Ltd.	China	91510100MA61RHA73Y	No.101, Unit 1, Building 1, No. 366, North section of Hupan road, China (Sichuan) Pilot free trade zone
Nokia Solutions and Networks (Suzhou) Supply Chain Service Co., Ltd.	China	913205945810361900	1926 Wu Liu Mansion, No. 88, Xiandai Avenue, Suzhou Industrial Park, Jiangsu Free-trade Zone, Jiang Su Province
Nokia Solutions and Networks Investment (China) Co., Ltd.	China	91110000717881642H	B1-S23, Tower A, Chuangxin Building, No. 11, Hepingli East Street, Dongcheng District, China

Nokia Solutions and Networks System Technology (Beijing) Co., Ltd.	China	91110000799001011K	B1-S21, Tower A, Chuangxin Building, No.11, Hepingli East Street, Dongcheng District, Beijing, China
Nokia Solutions and Networks Colombia Ltda.	Colombia	1672342	Calle 72 No 8-56 Piso 2, Bogotá, Colombia
Nokia Costa Rica S.A.	Costa Rica	3-1001-098003	Oficentro Ejecutivo La Sabana, Edificio 7, Pisos 2 y 8, SAN JOSE, 10108, Costa Rica
Nokia Dominican Republic, S.A.S.	Dominican Republic	12830SD (formerly 478)	Avenida Gustavo Mejia Ricart n° 36, Suite 201-601, Edificio Mezzo Tempo, Evaristo Morales, SANTO DOMINGO, Dominican Republic
Nokia Solutions and Networks Ecuador S.A.	Ecuador	1791862295001	Antigua Via a Nayón y Av. Simón Bolívar, Edificio EKOPARK, Torre 2, Piso B, Quito, Ecuador
Nokia Egypt S.A.E.	Egypt	627	Maadi Technology Park, Maadi, 3rd and 4th floor, Building MB4, Cairo, 11435, Egypt
Nokia El Salvador, S.A. de C.V.	El Salvador	671	Calle y Colonia La Mascota No 316 B, 3er nivel, San Salvador, 01101, El Salvador
Nokia Hong Kong Limited	Hong Kong	378948	Level 19, Chinachem Exchange Square, 1 Hoi Wan Street, Quarry Bay, Hong Kong
Comptel Communications India Private Limited	India	U74900DL2012FTC336076	Khasra No. 37/11, 37/28, Kapashera Behind Rajasthan Highway Petrol Pump, New Delhi, 110037, India
Nokia India Private Limited	India	55-68904 & (U74899DL1995PTC068904)	1204, Kailash Building, 12th Floor, Kasturba Gandh Marg, Delhi, 11001, India
Nokia Solutions and Networks India Private Limited	India	U72900DL2006PTC155149	1507, Regus Business Centre, Level 15, Eros Corporate Towers, Nehru Place, New Delhi, 110019, India
PT Nokia Solutions and Networks Indonesia	Indonesia	09.03.1.95.29577	Capital Place Lt. 30, Jl. Jend., Gatot Subroto Kav. 18, RT.01, RW.06, Kuningan Barat Sub-District, Mampang Prapatan District, Jakarta, Indonesia

Pishahang Communications Networks Development Company (Private Joint Stock)	Iran (Islamic Republic of)	272684	No. 27, Corner 9th Street/ Gandhi Avenue, post code: 15177 68913, Tehran-Iran
Nokia Solutions and Networks Israel Ltd.	Israel	51-289721-6	16 Atir Yeda Street, Kfar Saba 44654321, Israel
Nokia Innovations Japan G.K.	Japan	0104-01-126947	Roppongi Hills Mori Tower, 6-10-1- Roppongi, Minato-ku, Tokyo, Japan
Nokia Solutions and Networks Japan G.K.	Japan	0104-01-071693	6-10-1, Roppongi Hills Mori Tower, Roppongi Minato-ku, Tokyo, 106-6141, Japan
"Nokia Solutions and Networks Kazakhstan" LLP	Kazakhstan	82548-1910-TOO (ЁЎ)	Al-Farabi Ave, 17/1, BC Nurly Tau, Block 5B, office 18, 050059 Almaty, Kazakhstan
Nokia Solutions and Networks Korea Ltd.	Korea (the Republic of)	110111-3566936	4F Autoway Tower, 417 Yeongdong-daero, Gangnam-gu, Seoul 135-847, Korea (the Republic of)
Nokia Solutions and Networks Kuwait W.L.L	Kuwait	324738	Al Marzouk Tower, P.O. Box 26602, Safat, Kuwait
Nokia Services and Networks Malaysia Sdn. Bhd.	Malaysia	245643-T	Suite 13.03, 13th floor, Menara Tan & Tan, 207 Jalan Tun Razak, Wilayah Persekutuan, Kuala Lumpur, 50400, Malaysia
Nokia Operations de México S.A. de C.V.	Mexico	19043*10	Boulevard Manuel Ávila Camacho 5, Torre A, Piso 18, dentro de la Plaza Comercial "Toreo Parque Central", C.P. 53390, Lomas de Sotelo, Naucalpan de Juárez, Estado de México, México
Nokia Solutions and Networks Morocco SARL	Morocco	66.065	Route principale n°14, Km 8, de Sale à Meknès, SALE, 11000, Morocco
Nokia Solutions and Networks Myanmar Limited	Myanmar	172229999	No. 192, KaBa Aye Pagoda Road, Myanmar Centre Tower 2, Level-19 Bahan Township, Yangon, 11201, Myanmar
Nokia New Zealand Limited	New Zealand	WN 020428	Floor 6, 1 Grey Street, Wellington Central,

			Wellington, 6011, New Zealand
Alcatel-Lucent Nigeria Limited	Nigeria	RC 348168	Olubunmi Owas Street, CBC Towers, Plot 11, Lekki Phase 1, Lagos, Nigeria
Nokia Solutions and Networks Nigeria Ltd.	Nigeria	685140	Plot C-1, 5th Avenue Banana Island, Ikoyi, Lagos, Nigeria
Alcatel-Lucent Pakistan Limited	Pakistan	22962	P.O. Box 1537, Street 9, Sector H-8/4, ISLAMABAD, Pakistan
Nokia Solutions and Networks Pakistan (Private) Limited	Pakistan	58380	Plot No. 29, Street No. 09, Sector H-8/4, ISLAMABAD, Pakistan
Nokia Paraguay S.A.	Paraguay	n° 365 Registro publico Paraguay	Av. Guido Boggiani 5832 c/Belgica, Edif. Maria Luis. 1er Piso, ASUNCION, Paraguay
Nokia Solutions and Networks Peru S.A.	Peru	11202906	Calle Los Sauces No. 374, Torre Roja, Piso 8, Los Sauces Lima, Lima, San Isidro, L-27, Peru
Lucent Technologies Philippines Inc.	Philippines	144621	29th Floor, Petron Mega Plaza, 358 Sen. Gil Puyat Avenue, MAKATI CITY, 1200, Philippines
Nokia Solutions and Networks Philippines, Inc.	Philippines	CS200618914	18th Floor, The Curve Building, 3rd Avenue, Corner 32nd Street, Bonifacio Global City, Taguig City, 1634, Philippines, Taguig City, 1634, Philippines
Nokia Puerto Rico Inc.	Puerto Rico	660529118	PMB # 39, 499 Calaf Street, San Juan, 00918, Puerto Rico
Alcatel-Lucent Saudi Arabia Co., Ltd.	Saudi Arabia	1010267460	East Ring Road, between Exits 13 & 14, RIYADH CITY, 11481, Saudi Arabia
Nokia Arabia Limited	Saudi Arabia	1010173173	Tower 2, Tatweer Towers, King Fahad Road, Riyadh, 11351, Saudi Arabia
Nokia West and Central Africa SA	Senegal	SN DKR 2011 B 8027	Route de Ngor, Angle Dioulikaye, Les Almadie - BP 3879, DAKAR, Senegal
Nokia Solutions and Networks Serbia d.o.o. Beograd	Serbia	20210346	14, Djorda Stanojevica, 11070 Novi Beograd, Serbia

Nokia Solutions and Networks Singapore Pte. Ltd.	Singapore	200617555D	438B, #08-05/10, Alexandra Road, Alexandra Technopark, 119968, Singapore
Nokia South Africa (Pty) Ltd	South Africa	1956/000933/07	340 Witch-Hazel Ave., Ground Floor, Eco Court, Eco-Park Estate, Centurion, 0157, South Africa
Nokia Solutions and Networks Lanka (Private) Limited	Sri Lanka	N(PVS)47654	Level 23, East Tower, World Trade Center, Echelon Square, COLOMBO, Sri Lanka
Alcatel-Lucent Trade International AG	Switzerland	CH-170.3.004.476-7	EURO PLAZA Gebäude F, Technologiestraße 5/Stiege 2/3. Stock 1120 Wien
Nokia Solutions and Networks Schweiz AG	Switzerland	CHE-113.185.412	Friesenbergstrasse 75, ZÜRICH, CH-8055, Switzerland
Nokia Solutions and Networks Taiwan Co., Ltd.	Taiwan (Province of China)	28453762	9F, No. 100, Sec. 3, Minsheng East Road, Songshan, District, Taipei City, Taiwan 10596
Taiwan International Standard Electronics Limited	Taiwan (Province of China)	4697347	8F, No. 409, Sec. 2 Tiding Blvd., Neihu Dist. Taipei, Taiwan (Province of China)
Nokia Solutions and Networks Tanzania Limited	Tanzania, the United Republic of	71454	Vodacom Tower, 6th floor, Ursino Estate, Plot 23, Bagamoyo Road, Dar es Salaam, Tanzania, the United Republic of
Nokia (Thailand) Co., Ltd.	Thailand	1.05561E+11	725 Metropolitan Building, 16th Floor, Sukhumvit Road, Khlong Tan Nua, Wattana, Bangkok, 10110, Thailand
Nokia Solutions and Networks CCC	Tunisia	R.C. Tunis no B1119231996; 0615106B	Rue du Lac Neuchâtel, 1053 Les Berges du Lac, Tunis, Tunisia
Nokia Solutions and Networks Tunisia SA	Tunisia	R.C. Tunis no B1119231996	Rue du Lac Neuchâtel, 1053 Les Berges du Lac, Tunis, Tunisia
Alcatel Lucent Teletas Telekomunikasyon A.S.	Turkey	197113-144644	Barbaros Mah. Mor Sümbül Sk. Nikadule Blok No: 7/3f Ic Kapi No:1 Atasehir, Istanbul, Turkey
Nokia Solutions Networks Iletisim A.S.	Turkey	605884/553466	Barbaros Mah. Mor Sümbül Sk. Nikadule Blok No: 7/3f Ic Kapi No:2 Atasehir, Istanbul, Turkey

LLC "Nokia Solutions and Networks Ukraine"	Ukraine	34832181	32/2 Moskovska str., 9th floor, 01010 Kiev, Ukraine
Alcatel Lucent Middle East North Africa DMCC	United Arab Emirates	JLT3094	Swiss Tower - Clustery - Lot 3 - - 17th Floor, PO Box 643794, Jumeirah Lakes Towers, DUBAI, United Arab Emirates
Nokia Networks LLC	United Arab Emirates	License No: 788469; Register No 2172994	Office No. 01-412, Building owned by Rikesh Kotad, Al Hebia 4th, Dubai, 11487, United Arab Emirates
Alcatel IP Networks Limited	United Kingdom	3934955	The Old Studio, High Street, West Wycombe, HP143AB, United Kingdom
Alcatel-Lucent Centro Caribbean Holding Limited	United Kingdom	6807489	740, Waterside Drive, Aztec West Business Park, Almondsbury, Bristol, BS32 4UF, United Kingdom
Nokia Software UK Limited	United Kingdom	4435975	The Hive 01 Arlington Business Park, Theale, Reading, England, RG7 4SA
Nokia UK Limited	United Kingdom	2650571	740, Waterside Drive, Aztec West Business Park, Almondsbury, Bristol, BS32 4UF, United Kingdom
Alcatel-Lucent International Holdings Inc.	United States	894389	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Bell Laboratories Inc.	United States	614	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Lucent Technologies GRL LLC	United States	2943486	600 Mountain Avenue, MURRAY HILL, NJ, N 07974, United States
MRAC, Inc	United States	128680	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia Apps Distribution LLC	United States	Charter: 5038328	Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle, DE, 19808, United States
Nokia Federal Solutions LLC	United States	4434713	600 Mountain Avenue, MURRAY HILL, NJ, NJ07974, United States

Nokia Innovations US LLC	United States	2565838	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia Investment Management Corporation	United States	3006919	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia of America Corporation	United States	2565838	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia US Holdings Inc.	United States	Charter: 5848600; EIN 47-5387648	160, 101, Greentree Drive, National Registered Agents Inc., Dover, Kent, DE, 19904, United States
SAC AE Design Group, Inc.	United States	6975-672-7	300, Airport Road, Suite A-1, Elgin, IL, 60123, United States
SAC Wireless of CA, Inc.	United States	State ID C3269032	300, Airport Road, Suite A-1, Elgin, IL, 60123, United States
SAC Wireless, LLC	United States	Filing # 3512184404; FEIN 26-3080207	300, Airport Road, Suite A-1, Elgin, IL, 60123, United States
Western Electric Company Incorporated	United States	51429	600 Mountain Avenue, MURRAY HILL, NJ, NJ 07974, United States
Nokia Uruguay S.A.	Uruguay	RNC N° 532	Tabaré 2371, MONTEVIDEO, 11300, Uruguay
Nokia Solutions and Networks Tashkent LLC	Uzbekistan	002291-10	107B, Level 5, Amir Timur Street, Tashkent, 100084, Uzbekistan
Nokia Solutions and Networks Technical Services Vietnam Company Limited	Viet Nam	11043000117	14th Floor, Tower A, Handi Resco Building, 521 Kim Ma Street, Hanoi, Viet Nam