

Product-Specific Annex

Broadband Device Products

This Annex for Broadband Device Products (“BBD Products”) is part of the Agreement between the Nokia entity and the Customer identified in the applicable Quotation and is effective as of the date of the last signature of the Agreement including this Annex or, where incorporated by reference via a Quotation, the date of Nokia’s acceptance of Customer’s Purchase Order in response to such Quotation, and specifies the terms and conditions applicable to BBD Products provided by Nokia under the Agreement in addition to the General Terms and the non-conflicting terms of the Standard Terms for Equipment.

1. **DEFINITIONS.** Capitalized terms contained in this Annex will have the meaning provided below or in the General Terms or Standard Terms for Equipment of the Agreement.

“**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 (FWA), (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. **PACKAGING.** Nokia will provide Nokia’s standard packaging, labelling and Documentation accompanying the Products, unless otherwise agreed in writing by Nokia and Customer. Where required by applicable law:

- 2.1. 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. Customer shall be responsible for providing End-Users with the Customized Product Documentation along with the BBD Product. Except to the extent necessary for such adaptation, 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 Customer shall not mean an endorsement of any such changes and Customer shall be responsible to comply with any applicable local law requirements regarding packaging, labelling and documentation.

- 2.2. Customer 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 Customer to customize the Documentation to meet local regulations with regard to packaging, labelling and documentation.

- 2.3. 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 Customer's responsibility and expense.

3. OVERSUPPLY

To the extent permitted by applicable mandatory laws, unless otherwise stated in the Offer all Products are provided solely on an "as is" basis. No warranty, representation, condition or the like, of any kind whatsoever, whether express, implied or otherwise, is made by Nokia with respect to any Product, and Nokia expressly disclaims any and all such warranties, representations, conditions and the like, including, but not limited to, any and all express, implied or statutory warranties regarding defects, failures, non-conformance with Specifications, merchantability or fitness for any intended or particular purpose. Nokia does not offer repair services for BBD Products.

In lieu of granting the Customer a warranty on the Products, Nokia shall provide the Customer with a free-of-charge oversupply of such Products in such quantity as equals one (1%) percent of the quantity of Products purchased and licensed by Customer (the "Oversupply") (for example, if Customer orders ten thousand (10,000) units of a Product from Nokia under the Agreement, Nokia shall (i) deliver ten thousand, one hundred (10,100) units of such Product to Customer and (ii) invoice Customer for ten thousand (10,000) units of such Product). Such Oversupply shall be Nokia's sole warranty obligation with respect to Product defects and non-conformities.

The Customer shall solely be responsible for providing repair & replacement warranty services to its End-User Customers based on the said Oversupply. If Nokia receives a warranty claim from End-User Customers, Nokia may, at its sole discretion, opt for (i) redirecting such claim to the Customer, which shall provide End-User Customers with the required warranty services; or, (ii) using the Oversupply to satisfy such warranty claims, and Customer shall reimburse Nokia any additional costs incurred as a result of such claims.

The Oversupply of BBD Products shall only be used by the Customer to replace defective or non-conforming Products under the warranty that Customer provides to its End-User Customers.

If requested by Nokia in its discretion from time to time, Customer shall return defective or non-conforming BBD Products to Nokia's, solely to enable Nokia Networks to monitor quality and reliability against the specifications of such Products.

Software Warranty

Nokia will undertake for a period of ninety (90) days after the Main Software release is first loaded on the BBD Products in accordance with the provisions below, to correct or bypass, pursuant to its own standards, malfunctions or anomalies in the Software within a reasonable period of time depending on the severity of the problem. In the absence of any other date having been agreed upon in the Contract (e.g. an (provisional) acceptance date) and documented in respect of loading the Software on the Products, Software shall be deemed to have been loaded on the date of delivery or download date, whichever comes first. Absence of errors in Software is not warranted. Upon Customer request, Nokia may agree on extended Software Commercial Warranties under price and conditions to be agreed.

This warranty is strictly limited to the functional release Software deliveries (or features) defined by this Offer and does not extend to any existing warranty on software (or features) currently installed in the Customer's network(s) or to bug fix releases. The Customer must notify Nokia of the defects in writing within fifteen (15) days after the defects are discovered.

4. DELIVERY TIMES

Lead-times for Hardware are set forth in Nokia's offer. Nokia reserves the right to review and modify the Lead-times on regular basis in order to adapt them to changing market conditions.

These Lead-times are non-binding target dates and only apply to Purchase Orders which are complete, in compliance with all the specified ordering and demand planning requirements and are not changed after issuance. All other Purchase Orders will be filled on an as-available basis.

For forecasted demand, Nokia shall supply the Hardware required by Customer in accordance with the rolling Forecast Flexibility Funnel principles outlined below.

Forecasted lead times may no longer apply for out-phasing items or may not apply for very low demand items (items not ordered for more than a year). Delivery lead times for such items need to be confirmed on a per Purchase Order basis.

Forecast Flexibility Funnel

Customer shall deliver to Nokia a rolling forecast for the next twelve (12) months before Customer Request Date ("CRD"). The rolling forecast provides monthly demand details up to twelve (12) months, which are reviewed on monthly basis and quarterly demand details for the period thereafter, which are reviewed on quarterly basis. Customer may, at its discretion, discuss and optimize the forecast with Nokia on a more frequent basis.

For purposes of flexibility, Customer may update its demand as stated in the Offer (The "Flexibility Funnel") whereby upper and lower limits apply, which become less flexible as the Customer Request Date approaches.

Orders placed inside the Flexibility Funnel will get preferential treatment and shall be delivered in accordance with agreed Lead-times, provided they are not changed or delayed after being issued.

For Orders placed outside the Flexibility Funnel Nokia shall undertake reasonable efforts to deliver the BBD Products as requested but no Lead-times, liquidated damages or any contractual liability for delays shall apply. The applicable lead-time will be provided by Nokia to Customer shortly after the Purchase Order has been placed.

In the event that certain deliverables need to be expedited, Nokia will make reasonable efforts to adhere to Customer's wish. Any additional costs arising in this regard will be charged to Customer. The additional costs will be clarified in advance (before confirming the delivery date) wherever possible.

The forecasted required dates are not assumed to be binding Purchase Orders. In the event that Nokia has an issue with any dates, quantities or configurations in Customer's demand plans, Nokia will advise Customer accordingly, normally within five (5) working days.

5. ASSIGNMENT

Nokia may assign, transfer, or novate this Agreement, in whole or in part, to a third party ("Assignee") in connection with a divestiture, sale, or other disposition of its FWA business line. Such assignment, transfer, or novation shall be effective upon written notice to Customer and shall not require the consent of Customer, provided that the Assignee agrees in writing to assume all obligations and liabilities under the assigned or novated portion of this Agreement.

For the avoidance of doubt, any assignment, transfer, or novation pursuant to this clause may be partial, covering only those rights and obligations that pertain to the divested business segment. Following such assignment, transfer, or novation, Nokia shall be released from all obligations under the assigned or novated portion of this Agreement, and the Assignee shall be substituted in place of Nokia with respect to those obligations.

Except as expressly permitted herein, neither party may otherwise assign, transfer, or novate this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.