

Product-Specific Annex

Event Driven Automation (“EDA”) SaaS

This Annex applies where the applicable Quotation includes EDA software delivered on a software-as-a-service basis (“EDA SaaS”). It 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. This Annex specifies the terms and conditions applicable to EDA SaaS provided by Nokia under the Agreement in addition to the General Terms and the non-conflicting terms of Annex 4, Standard SaaS Terms.

1. Definitions

“Activation” means the Customer-initiated enabling of EDA SaaS entitlements for a Nokia SR Linux device or other EDA-supported device through the EDA SaaS portal.

“EDA Device Capacity” means the quantity of activations (by device or other unit) purchased and available to Customer for use during the Subscription Term, as reflected in the applicable Quotation/SSD.

“Service Activation Date” means the date Nokia notifies Customer that EDA SaaS is available for access and use as set forth in the Quotation / SSD.

“Subscription Term” means the period of access and use of EDA SaaS specified in the Quotation/SSD.

2. License Period, Licensed Capacity and Increments

2.1 Subscription Term:

Any EDA SaaS entitlement is valid only for the term defined in the Quotation (“Subscription Term”) and is a term-based license. The initial Subscription Term for EDA SaaS shall be the period of time commencing on the Service Activation Date (“Initial Term”).

2.2 Capacity Increments:

Customer shall not use or consume more EDA Device Capacity than specified in a Quotation and in an accepted Purchase Order. Customer’s failure to timely submit a new Purchase Order for a Capacity Increment in any EDA SaaS subscription shall reserve to Nokia the right to block operations that consume additional device capacity (e.g., adding new nodes, etc.) and such blocking or restriction shall not be deemed a breach of the Agreement by Nokia. If a Subscription Term expires with failure of the Customer to submit a new Purchase Order to renew, Customer’s right to use EDA SaaS shall cease until a new Purchase Order is accepted by Nokia.

2.3 Non-Transferability:

EDA Device Capacity activations are non-transferable and may not be reassigned to other locations or End-Customers once activated, except as expressly agreed in writing by Nokia.

2.4 Replenishment:

Where Customer's remaining EDA Device Capacity is reduced to twenty percent (20%) or less of the capacity purchased under the most recent accepted Purchase Order, Customer shall submit a new Purchase Order for additional capacity sufficient to support continued use of EDA SaaS.

3. Grace and Blocking

3.1 Grace:

If Customer initiates Activations that exceed the then-current EDA Device Capacity, Nokia may, at its discretion, temporarily permit such Activations on the condition that Customer submits a new Purchase Order within ten (10) Business Days of Nokia's notice and pays the resulting invoice(s) per the Agreement.

3.2 Blocking:

If Customer fails to comply with Section 2.2 or 2.4, Nokia may block further Activations and Renewals until Customer complies. Nokia's rights under this Section are in addition to any audit, over-usage charging, suspension, or other remedies under the Agreement or SSD.

4. Relationship to SSD and DPA

4.1 SSD: Service scope, metrics, service levels, hosting model, and operational parameters for EDA SaaS are specified in one or more SaaS Service Scope Documents (SSDs). In the event of any inconsistency, SSDs control solely with respect to service-specific matters, and this EDA Annex, or the Agreement as applicable, controls with respect to entitlement, capacity, and commercial enforcement.

4.2 DPA:

The Nokia Data Processing Addendum (DPA) referenced in the Global Agreement applies to all personal data processed under EDA SaaS; no separate DPA is required unless otherwise agreed in writing.

5. Order of Precedence

For EDA SaaS, the order of precedence is: (i) this Product-Specific Annex — EDA SaaS; (ii) the EDA SaaS SSD; (iii) the Agreement's SaaS Terms (Annex 4); and (iv) the General Customer Terms of the Agreement. In case of conflict, the higher-ranked document prevails solely for EDA SaaS.

6. No Expansion of Rights

Nothing in this EDA Annex expands Customer's license rights beyond those granted under Annex 4, creates resale or sublicensing rights, or modifies the allocation of intellectual property ownership, warranties, indemnities, or liability under the Agreement.