

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF HARDWARE AND SOFTWARE

1. GENERAL CONDITIONS

1.1 These General Terms and Conditions (hereinafter "Conditions of Purchase") shall apply exclusively to and govern all purchases of materials, equipment, products (including all software and/or hardware included in such products or which the products consist of) (collectively "Products") made by Nokia Solutions and Networks Oy (a Finnish limited company, "Nokia") or any of its Affiliates as may be identified in the purchase order / agreement making reference to these Conditions of Purchase (Nokia and each Affiliate when purchasing shall be referred to as a "Buyer") from the supplier of the Products as identified in the purchase order / agreement making reference to these Conditions of Purchase ("Supplier"). Both Buyer and Supplier may be identified as "Party" or "Parties", as applicable. For the purposes of these Conditions of Purchase, an "Affiliate" shall mean an entity (i) which is directly or indirectly controlling Nokia; (ii) which is under the same direct or indirect ownership or control as Nokia; or (iii) which is directly or indirectly owned or controlled by Nokia. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.1 These Conditions of Purchase, if made applicable by way of a reference to them in a purchase order / agreement (such purchase order or agreement together with the Conditions of Purchase hereinafter also referred to as the "Agreement") shall supersede and exclude the general, standard and any other terms and conditions, which may be written on or referred to in any quotation, order confirmation, delivery order, invoice or any other document in any technical form used by Supplier in selling Product(s) to Buyer and Supplier shall be deemed to have fully accepted these Conditions of Purchase. No modification of or amendment to these Conditions of Purchase shall be valid, unless accepted by Buyer in writing. Except where mandated by law, neither Party shall be required to sign the purchase order / agreement or these Conditions of Purchase. In the event a signature is mandated by law, Supplier shall sign the purchase order / agreement and these Conditions of Purchase and send a signed original to the Buyer address identified on the relevant purchase order / agreement.

2. RIGHTS OF USE

2.1 The Supplier hereby grants Buyer the following non-exclusive, transferable, worldwide, perpetual and irrevocable rights:

2.1.1 to use the Products, to integrate them into other products and to distribute them worldwide;

2.1.2 to use the Software ("Software" meaning software developed and/or acquired by Supplier and delivered to Buyer as part of the Products and/or as a Product as well as its related documentation) in connection with the installation, launch, testing and operation of the Software;

2.1.3 to localize and adapt any Software to interoperate with Buyer's Product, and to reproduce, customize, make, have made and use copies of any Software and to install or otherwise incorporate Software(s) and/or any copy thereof, into any Buyer Product(s) and to use them in or in connection with any Buyer Product(s);

2.1.4 to market, sell, distribute by any means and otherwise make the Software available directly or indirectly through third parties and to grant perpetual and irrevocable sublicenses and rights to end customers to use the Software. Buyer shall sublicense the Software to end customers pursuant to the same terms and conditions which Buyer accepts for its own software;

2.1.5 to use any Software for pre-sales, marketing, customer trial, demonstration, evaluation, customer training and customer care purposes and for internal research, testing and training purposes;

2.1.6 to use the Software for the purpose of providing hosting services to its Affiliates or third parties, or to grant end customers such right, provided that all such use shall be subject to the terms of this Agreement;

2.1.7 to use, reprint, translate, redesign or otherwise modify and/ or have used, reprinted, translated, redesigned and/ or otherwise modified the documentation related to Products;

2.1.8 to sublicense any or all rights described in sections 2.1.1 through 2.1.7 above to any of its Affiliates, its customers, subcontractors, contract manufacturers and/or distributors.

2.2 The Supplier is obliged to inform Buyer - at the latest at the time the order is confirmed - whether the Products and services to be delivered contain "open source software".

2.2.1 "Open source software" shall mean software that is subject to license terms and conditions other than those which are expressly set out in this Agreement. Such software includes, without limitation, software provided under a free and/or open source license including, but not limited to, one approved by the Open Source Initiative (OSI <http://www.opensource.org/>) or (ii) proprietary software provided royalty-free, in binary code form, under an end user license agreement, which may be accepted without a signature, or (iii) shareware provided free of initial charge, such as on a trial basis, but where a fee may become due once the user decides to use the software beyond the trial period, or (iv) public domain software.

2.3 Should the Products and services delivered by the Supplier contain any open source software (as defined above), the Supplier must deliver to the Buyer at the latest at the time the order is confirmed the following:

- The source code and build scripts of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code;
- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license.

2.4 Should the Supplier not indicate until after receipt of the order that its Products and services contain open source software, then the Buyer is entitled to cancel the order within fourteen (14) days of receipt of this information and provision of all the information contained in the above paragraph. If Supplier is in breach of sections 2.3-2.5, Supplier shall indemnify, defend and hold harmless Buyer, Buyer's Affiliates, contractors and customers from any

damage, loss, costs and expenses suffered as a result of any such breach.

3. DELIVERY AND TRANSFER OF TITLE

- 3.1 Time is of the essence. For the purposes of establishing the timeliness of delivery or re-performance, the relevant point in time is the date of receipt at the place of receipt designated by the Buyer, and for deliveries involving installation, commissioning or services, the relevant point in time shall be the date of acceptance.
- 3.2 Where any delay in delivery or performance can be anticipated, the Buyer shall be notified immediately, and its decision sought. This duty does not limit Supplier's liabilities resulting from late delivery. In order to avoid any delay, Supplier shall use its best efforts, at Supplier's sole risk and expense, to minimize the possible delay.
- 3.3 In the event of a delay in delivery or performance attributable to Supplier, Buyer may charge liquidated damages in respect of each commenced working day of delay amounting to 1% but not exceeding a total of 25% of the total value of the relevant purchase order / agreement. Such liquidated damages shall not in any way limit Supplier's liability or the Buyer's other rights or remedies with regard to such delay.
- 3.4 For deliveries involving installation, commissioning or services, the transfer of risk shall occur on acceptance of the relevant Products and/or services by Buyer and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt of the relevant Products and/or services by the Buyer at the designated place of delivery.
- 3.5 Unless otherwise set out in a purchase order / agreement, the term of delivery is DDP (Incoterms 2010) at the location designated by the Buyer. Title to Products shall pass to Buyer simultaneously with the transfer of risk in accordance with the applicable delivery term (Incoterms 2010). Buyer may, without any liability and/ or charge against Supplier, reschedule and/or cancel any and all parts of deliveries of Products seven (7) days prior to the agreed delivery by way of written notice to Supplier.
- 3.6 Each delivery shall include a packing note or delivery note with details of the Products being delivered as well as the complete order number. Notice of dispatch shall be provided to Buyer contemporaneously with the foregoing.

4. TAXES

- 4.1 All amounts payable are gross amounts but exclusive of any value added tax, use tax, or sales tax or similar tax. Buyer shall be entitled to withhold any applicable withholding taxes from payments due to Supplier. Supplier shall comply with all applicable tax legislation.

5. PAYMENT

- 5.1 To the extent not inconsistent with mandatory provisions of the applicable law, Buyer shall pay Supplier within ninety (90) days of receipt of an undisputed invoice compliant with Nokia's processes and policies or acceptance of Products/services, whichever occurs later, according to Nokia Payments. "Nokia Payments" shall mean Nokia's centralized system for payments pursuant to which all invoices maturing on or before the predetermined payment day (the "Payment Day"), are consolidated and paid on the Payment Day. The Payment Day is Wednesday of the first

week of each of Nokia's fiscal months, but the Payment Day may at any time and without prior notice be moved by Nokia to another day within that same week. Buyer is entitled to withhold payments if Supplier has not delivered the ordered Products in agreed quantities and/or if any Products do not strictly conform to the specifications and other requirements.

- 5.2 The Supplier shall strictly comply with the invoice submission guidance set out in the Nokia Supplier Standards. Non-compliance with such guidance may result in rejection of the invoice by Nokia and/or delays in invoice processing or payment, for which Nokia shall bear no liability.
- 5.3 Payment by Buyer does not constitute an acknowledgement that the corresponding Products or services comply with the requirements of this Agreement.

6. INSPECTION UPON RECEIPT

- 6.1 Supplier shall carry out all relevant inspections of the Products and ensure that the Products meet all specifications and other requirements specified by Buyer. Notwithstanding this, Buyer may inspect Products upon delivery. Any acceptance of Products by Buyer, with or without inspection, shall not to any extent release Supplier from any of its obligations to deliver Products that meet the specifications and fulfill the requirements of Buyer nor limit Buyer's right to make claims relating to the Products or services, if any Product and/or services are later found not to meet the specifications or the requirements of Buyer or the applicable law (collectively "Non-Conformance").
- 6.2 Should the Buyer discover any Non-Conformance in the course of these inspections or subsequent thereto, it shall inform the Supplier of such Non-Conformance.

7. WARRANTY

- 7.1 Supplier warrants that all Product(s) and services conform to the applicable specifications and other requirements set forth in this Agreement and shall, for a period of thirty (30) months from the date of acceptance (whether express or implied), be free from any Non-Conformances and shall not constitute a risk for health, life or property of a person. Furthermore, Product(s) and any part thereof shall be fit for the purpose they are intended for. If such Non-Conformance is identified, Supplier must at its own expense and at the discretion of the Buyer either rectify the Non-Conformance or replace the Products affected by the Non-Conformance with conforming Products.
- 7.2 Should the Supplier fail to rectify any Non-Conformance within a reasonable time period set by the Buyer, Buyer may:
 - terminate this Agreement in whole or in part without being subject to any liability for damages; or
 - demand a reduction in price; or
 - undertake itself any rectification at the expense of the Supplier or substitute performance or arrange for such to be done;
 - and claim damages in lieu of performance.
- 7.3 Any rectification of a Non-Conformance may take place without prior notification at the expense of the Supplier if the Non-Conforming Products were delivered after the agreed delivery date.

- 7.4 The same shall apply if Buyer has a strong interest in immediate rectification of the Non-Conformance in order to avoid any liability of its own for delay or for other reasons of urgency and it would not be reasonable for Buyer to request the Supplier to rectify the Non-Conformance within a reasonable time period.
- 7.5 Additional or other statutory rights are not affected hereby.
- 7.6 If the Supplier provides substitute performance or repairs of the Non-Conforming Products, the warranty periods set out in section 7.1 shall begin to run once again for the repaired or replacement Products.
- 7.7 The Supplier shall bear the costs and risk related to the return of Non-Conforming Products.
- 7.8 The Supplier undertakes to provide to Buyer any and all information reasonably required to obtain any license or other authorization under the applicable customs and export control regulations, including, without limitation, the following data and information on the products: (i) US Export Control Classification Number (ECCN), if subject to the US Export Administration Regulations (EAR), (ii) EU ECCN, if listed in the Wassenaar List of Dual-Use Goods and Technologies, (iii) method of classification (self-classified or classified by the U.S. Bureau of Industry and Security (BIS)), (iv) CCATS number and CCATS document issued by the BIS (if available), (v) Supplier's Encryption Registration Number (ERN) for any Products that are self-classified under the EAR (vi) the French "Autorisation d'Exportation de Moyen de Cryptologie" (if available), (vii) Schedule B and HS code and (viii) country of origin ((i) through (viii) hereinafter collectively referred to as the "ECC Data"). For Products provided to Buyer that have obtained preferential origin in the EU or in any country that has free trade agreement with the EU, Supplier shall promptly provide Buyer a valid and accurately completed certificate of preferential origin or long-term declaration of preferential origin.
- 7.9 The Supplier warrants and shall ensure that each Product (including any release thereof) delivered under this Agreement has been subjected to Product Hardening and/or qualifies as Secure Software prior to the delivery of the Product to the Buyer. Upon request of the Buyer the Supplier shall provide sufficient proof to the reasonable satisfaction of the Buyer evidencing that industry standards Product Hardening guidelines e.g. as issued by the U.S. National Institute of Standards and Technology (NIST) or by CERTs, have been followed e.g. by delivery of an evaluation report or certification evidencing that all necessary steps have been taken to harden and secure the Product in accordance with the above. All the hardening procedures that are required to be executed by the Buyer during Product commissioning phase shall be detailed in the Product hardening guide or relevant documentation and delivered to the Buyer along with the Product. For the purposes of this section, "Product Hardening" shall mean a process in which a Product is engineered in a way that secures the respective Product against vulnerabilities and known security related threats (typical steps including, without limitation, disabling or removal of all unnecessary or obsolete software, hardware, services or user accounts that are not required for the Product to function as required under this Agreement, applying security relevant configuration changes during installation and configuration of the Product). During the Product Hardening process, all

relevant security advisories from sources such as CERTs shall be observed. Product Hardening implements generic security rules. Product Hardening applies to Products themselves and their interoperability with a network. Further for the purposes of this section, "Secure Software" shall mean such software that cannot be intentionally subverted or forced to fail. Secure Software needs to remain correct and predictable in spite of intentional efforts to compromise that dependability. Secure Software is designed, implemented, configured, and supported in ways that enable it to either continue operating correctly in the presence of most attacks by either resisting the exploitation of faults or other weaknesses in the software by an attacker, or to tolerate the errors and failures that result from such exploits. Secure Software is designed to isolate, contain, and limit the damage resulting from any failures caused by attack-triggered faults that the software was unable to resist.

8. INTELLECTUAL PROPERTY INDEMNITY

- 8.1 Supplier warrants that the Product(s) do not infringe any intellectual property right(s) of any third party.
- 8.2 Supplier will indemnify, defend and hold harmless Buyer, its affiliates, subcontractors, contract manufacturers and customers against any claims, actions, suits, demands, and other such proceedings, damages, costs, expenses and liabilities (including but not limited to attorneys' fees and costs) alleging that the Product(s) or the use of Product(s) in or in connection with any Buyer products infringe upon any patents, trade marks, copyrights, trade secrets or designs or other industrial and/or intellectual property rights of any third party. In addition, at Buyer's sole discretion, and without limiting any indemnification rights, Supplier shall at its sole risk and expense either (i) modify the Product(s) to avoid infringement, while at the same time maintaining compliance of the Product(s) with the specifications and other requirements referred to in this Agreement, or (ii) obtain for Buyer at Supplier's sole cost and expense a license to continue using and exploiting the Product(s) in accordance with this Agreement free of any liability or restriction and without time limitation.

9. SUBCONTRACTING TO THIRD PARTIES

- 9.1 Supplier shall not have the right to use subcontractors to fulfil any of its obligations under this Agreement without the prior written consent of the Buyer. In case Supplier breaches the foregoing provision, Buyer is entitled to terminate this Agreement in whole or in part and claim damages.

10. PROVIDED MATERIAL

- 10.1 Any material, tools, samples, drawings, specifications provided by Buyer as well as any material derived there from remains the property of the Buyer and shall not be made available to any third party nor used for any purposes other than those contractually agreed, except with the prior written consent of Buyer. Such material is to be stored, labeled and administered separately and shall be protected against unauthorized access or use.

11. CONFIDENTIALITY AND PRIVACY

- 11.1 Both Parties agree to keep confidential any technical, commercial, business related, financial or company information received in whatever form from the other Party and/or the other Party's agents, subcontractors, contract

manufacturers or customers. Each Party shall protect all such information from improper, unauthorized, negligent, or other inadvertent transfer to any third party.

- 11.2 Supplier agrees that any collection, use, accessing, transferring, transmitting and/or storage ("Processing") of personally identifiable information ("PII") shall be in accordance with the data privacy and protection laws of the applicable country of residence of the data subject and/or owner of the PII.

12. INDEMNIFICATION

- 12.1 Supplier shall indemnify Nokia and its officers, directors, employees, agents, subcontractors, contract manufacturers and customers and hold all of them harmless from and against all actions, claims, demands, suits, and other such proceedings, damages, costs, expenses and liabilities, including without limitation attorneys' fees and costs, arising out of injury or death to persons and/or loss or damage to property to the extent caused by the Product(s) or any acts or omissions of Supplier.

13. LIMITATION OF LIABILITY

- 13.1 Notwithstanding anything contained in this Agreement, neither Party shall under any circumstances be liable for any loss of profit, loss of opportunity, loss of revenues and/or any special, indirect, consequential or incidental damage and/or other similar damage arising under or in connection with this Agreement and/or any Product(s), except for claims based on sections 7, 8, 11 and 12 or claims based on gross negligence or willful misconduct.

14. ASSIGNMENT

- 14.1 Except as expressly provided otherwise this Agreement, neither Party may assign, novate, delegate, or transfer this Agreement, or any of its individual rights or obligations under this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. However, Buyer may, without the prior written consent of Supplier, unconditionally assign, novate, delegate or transfer any or all of its rights and obligations under this Agreement, in whole, in part, or through a splitting of the Agreement, to any Affiliate or to any acquirer of a Buyer business line to which this Agreement relates.

15. ENVIRONMENT, COMPLIANCE AND ETHICS

- 15.1 Supplier and its subcontractors agree to comply with the principles of The Business Charter for Sustainable Development: Principles for Environmental Management (published by the International Chamber of Commerce 1991) for environmental management and all Buyer's official environmental policies and guidelines, Buyer's Environmental Requirements and other Buyer's reasonable instructions. Supplier shall inform Buyer of all materials, substances and compounds by weight and by location in the Product in the form required by Buyer. Buyer shall be entitled to disclose such information to respective authorities and/or customers, when so required by the authorities and/or customers. Supplier shall further, upon request, provide Buyer with instructions for disassembly, re-use and end-of-life treatment of the Product(s), and with any other information that Buyer may require. Supplier agrees to be responsible for recycling and other environmental aspects of the Products. Supplier agrees to comply with all laws, regulations, ordinances and administrative orders and

rules related to any Products and/or the manufacturing process.

- 15.2 Each Party shall comply fully with all applicable laws, including international, national, regional and local laws, statutes, directives (EU or otherwise), decrees, orders, treaties and regulations. For the avoidance of doubt, compliance with this sub-section includes, but is not limited to, compliance with the United States Foreign Corrupt Practices Act and any other applicable legislation enacted to enforce or implement any international convention prohibiting bribery and corruption.

- 15.3 Neither Party shall offer or give to any employee or representative of the other party anything of value, including but not limited to any gift, entertainment or hospitality, which is intended or could be viewed to improperly influence the other Party's employee or representative.

- 15.4 Failure by Supplier or any of its subcontractors to comply with the provisions of this clause 15 shall be deemed a material breach of this Agreement by Supplier entitling Nokia to terminate this Agreement.

- 15.5 Supplier shall comply with the Final Rule (**28 C.F.R. Part 202**) implementing Executive Order 14117 relating to "Bulk U.S. Sensitive Personal Data and Government-Related Data" ("Covered Data" (i.e., bulk datasets such as large volumes of U.S. individual data—including identifiers, contact details, financial, health, geolocation, or telecommunications data—or government-related data such as sensitive federal or military personnel information)) and represents, warrants, and covenants that neither it, nor its affiliates, nor any of their personnel or subcontractors with access to Covered Data is a Covered Person (i.e., any person or entity linked to a Countries of Concern, such as entities organized under or subject to the jurisdiction of such countries, or individuals acting on their behalf), and that it will not engage in any Covered Data Transaction (i.e., any arrangement or transfer providing access to Covered Data to Countries of Concern or a covered person, such as outsourcing data processing, remote access from restricted jurisdictions, or sharing datasets with affiliated entities in Countries of Concern). If Supplier receives Covered Data from Nokia, Supplier must restrict access to such data from Countries of Concern as appropriate, require its subcontractors to adhere to equivalent obligations, and promptly notify Nokia in writing of any inaccuracies in representations or awareness of actual or potential non-compliance. Additionally, Supplier is expected to maintain robust policies, procedures, and controls to ensure continuous compliance. The foregoing requirements are in addition to, and shall prevail over, any provisions in the Agreement relating to the processing of personal data and confidential information.

16. MISCELLANEOUS

- 16.1 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

- 16.2 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other

jurisdiction shall in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

- 16.3 The official language of Nokia is English, and any offers, quotations, correspondence, instructions and other documentation delivered under this Agreement shall be in the English language unless otherwise agreed between the Parties in writing.
- 16.4 The Supplier shall be responsible for reviewing, understanding, and adhering to all Nokia supplier standards, guidelines, specifications, policies, and other requirements issued by Nokia and made available through the Nokia Supplier Virtual Room portal at www.nokia.com/suppliers (collectively the "Nokia Supplier Standards").
- 16.5 The Supplier shall ensure that it regularly accesses and reviews the Nokia Supplier Standards as updated by Nokia from time to time and shall promptly comply with any revisions, replacements, or new requirements issued by Nokia. Failure by the Supplier to review or comply with the Nokia Supplier Standards shall not relieve the Supplier of any of its obligations under this Agreement.

17. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the substantive laws of Finland. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances. The seat of the arbitration shall be Helsinki, Finland. The procedural law of this place shall apply where the rules are silent. The language of the arbitration shall be English. The award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.