PRODUCT-SPECIFIC ANNEX

NSP

This Annex for NSP Software Product and NSP Functional Capabilities ("NSP") 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 NSP Software and NSP Functional Capabilities provided by Nokia under the Agreement in addition to the General Terms and the non-conflicting terms of the Standard Terms for Software.

1. DEFINITIONS

"Base Management NSP Functional Capability" means the basic "Platform" Feature Package of the NSP Software as described in the NSP Architecture Guide provided by Nokia and amended from time to time. The Base Management NSP Functional Capability does not include advanced or optional features, such as Network Operations Software Suite or Network Infrastructure Management Feature Package, which require separate licenses.

"Capacity Increments" means increments (measured in license points) within the installed base of Customer's Operated Network, used to identify the total amount of Licensed Capacity purchased by Customer in respect to a purchased NSP Functional Capability, both in the original and subsequent Purchase Orders.

"Customer Operated Network" means the Customer's network based on Nokia IP platforms and/or multi-vendor IP platforms as agreed between the Parties.

"NSP Functional Capabilities" (hereinafter also referred to as "NSP Functional Capability") means the enabled capabilities and features of the NSP Software that the Customer may decide to purchase from Nokia, activate (via a License Key provided by Nokia), and use in its Operated Network. The NSP Functional Capabilities (that for the sake of clarity include the "Base Management NSP Functional Capability") are listed in the Quotation or other documentation provided by Nokia.

"NSP Functional Capability Releases" means new feature releases and upgrades of any purchased NSP Functional Capability developed within the product lifecycle, made available by Nokia as part of any purchased NSP Functional Capability during the Subscription Period. NSP Functional Capability shall also mean pre-general availability that can be trialed by the Customer on a limited term basis for the purpose of proof of concepts before moving to purchasing a full subscription.

"NSP Software" means software developed and/or licensed by Nokia from third parties which includes certain software features and capabilities that is designed to manage and/or orchestrate certain operations of Customer's Operated Network as further described in the applicable Documentation.

"Subscription Period" means the time period during which an NSP Functional Capability can be used by Customer according to this Annex as indicated in the corresponding Quotation and Purchase Order.

2. USE OF NSP

2.1 NSP SOFTWARE Functional Capabilities: Subject to Customer's compliance with the terms of the Agreement, and upon Nokia's receipt of full payment of the applicable Fees, Nokia grants Customer a nonexclusive, non-transferable, non-sublicensable, limited license and right to install and use the NSP Software and each NSP Software Functional Capability purchased solely in connection with Customer's (a) Operated Network and for Customer's processing of data originating from its business operations, and (b) own internal operations.

2.2 Interoperability. Nokia does not warrant interoperability with third-party systems except where expressly documented or agreed in writing in an SOW.

2.3 Continuity. Customer is responsible for backups, disaster recovery, and high-availability configurations of the NSP environment unless otherwise agreed in a support SOW.

3. LICENSE PERIOD, LICENSED CAPACITY AND INCREMENTS

3.1 Subscription Period:

Any NSP Software License to use an NSP Functional Capability, and the Documentation License, shall be valid only for the term defined in the Quotation (the "Subscription Period") and is a term-based License. A term-based License for an NSP Functional Capability may be purchased by Customer for a minimum of a 1-year period up to a 5-year period.

3.2 Expiration of Subscription Period:

Upon the end of the Subscription Period, NSP Functional Capability (except for the Base Management NSP Functional Capability) as purchased by Customer, the Right to Use such NSP Functional Capability expires, and Customer agrees to cease to use the NSP Functional Capability and Documentation. For the sake of clarity, the expiration of the Subscription Period of any NSP Functional Capability shall not impair the right to use Base Management NSP Functional Capability, which shall continue for an indefinite period, but without the right or possibility to upgrade to any new release of any NSP Functional Capability unless Customer purchases a further applicable license from Nokia.

3.3 License renewals of the Term Based NSP Functional Capability License:

An NSP Functional Capability may be renewed with the same scope of NSP Functional Capability for the same or a different time period as the original Subscription Period, following a new Quotation issued by

Nokia and a Purchase Order issued by Customer and accepted by Nokia. Where the renewal is not continuous with the immediately preceding Subscription Period, Nokia may charge a re-entry fee in addition to the applicable Fees.

3.4 Capacity Increments:

Customer shall not use or consume more Licensed 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 NSP Functional Capability subscription shall reserve to Nokia the right to block operations that consume additional license capacity (e.g., adding new nodes, etc.). Any enforcement action by Nokia to block or restrict use exceeding the Licensed Capacity shall not be deemed a breach of the Agreement. Quantities and features of Licensed Capacity purchased cannot be decreased or scaled down by Customer.

3.5 Expiration of Subscription Period / Failure to Pay:

In the event that a Subscription Period of any NSP Functional Capability expires with failure of the Customer to submit a new Purchase Order to renew, the Parties fail to reach agreement on a new scope and terms and conditions for any NSP Functional Capability and Fees, or if Customer ceases to pay, the following will apply:

(a) the NSP Software shall revert back to a single standard management (Base Management NSP Functional Capability) set of capabilities which the Customer can continue to use for an indefinite period but for the sake of clarity without the right or possibility to upgrade to any new release of any NSP Functional Capability; and

(b) Customer no longer has the right to use any other NSP Functional Capability.

4. delivery and acceptance of licensed nsp functional capability and releases

4.1 Delivery:

Delivery of the NSP Functional Capability is considered complete when Nokia provides Customer with a License Key (together with a delivery certificate).