



## Service Annex – Nokia Technical Support Services (Care)

This Annex for Technical Support Services (CARE) is part of the Nokia Customer Agreement (the "**Agreement**") between the Nokia entity and the Customer identified in the applicable Quotation. It is effective as of the date stated in the applicable Quotation or as otherwise agreed between the parties, and, in any event no later than the date when the rendering of the Technical Support Services operationally starts.

This Annex specifies the terms and conditions applicable to Technical Support Services provided by Nokia under the Agreement, in addition to the General Customer Terms.

### 1. DEFINITIONS

Capitalized terms contained in this Annex will have the meaning provided below or in the General Customer Terms of the Agreement. Further definitions may be given in the SOWs.

"Customer Personal Data" means Personal Data that Nokia processes on behalf of Customer in connection with providing the Services or performing its obligations under this Annex.

"End of Life (EoL or End-of-Life)" means a stage of product life-cycle. At End-of-Life, Technical Support Services change or end depending on the specific conditions that affect services for the product. This life-cycle stage is applicable to the software releases and hardware items of Technically Supported Products.

"Release" means the version of software as identified within the Software or the documentation for the Software. A Software Release is managed through several life-cycle stages including End-of-Life.

"Service(s)" or "Technical Support Service(s)" means the technical support (care) services to be provided by Nokia as described in the SOWs attached to this Annex.

"Service Fees" means the fees payable by Customer to Nokia for the Technical Support Services, as set out in the applicable SOW(s).

"Service Level Agreement" or "SLA" means objectives regarding Services targets, availability, and responsibilities as agreed between Customer and Nokia.

"Service Location" means any location from which Nokia provides the Technical Support Services under this Annex, as further described in Clause 10.

"Software Update" means a software patch or maintenance release within the scope of the applicable software license of the Technically Supported Product, as distinct from "Software" as defined in the General Customer Terms. This is different from a software upgrade to a higher release.

"Statement of Work" or "SOW" means the document(s), including the relative Appendices, in which the scope of Services to be performed hereunder are described. SOWs correspond to "Service Descriptions" as that term is used in Annex 3 of the General Customer Terms.

"Technically Supported Products" means those types and quantities of products for which Technical Support Services are purchased in accordance with the relevant SOW(s) and which are specifically identified therein.

### 2. SCOPE

This Annex sets forth the terms and conditions under which Nokia and/or its Affiliates offer all Technical Support Services to Customer and/or its Affiliates for the Technically Supported Products identified in the SOWs attached hereto (the "Technical Support Services").

#### 2.2 Personnel

Nokia agrees that all personnel assigned to perform the Technical Support Services under this Annex will be suitably skilled for the respective tasks assigned. Customer shall advise Nokia of any security restrictions under Customer Policy, by citizenship, or by law that may apply to any person employed or under contract by Nokia who shall have duties to provide the Service. Additional costs may apply.

#### 2.3 Use of Tools and Automation for Remote Connection. Use of AI

2.3.1 Nokia may, at its sole discretion, perform any portion of the Services remotely. A remote connection can be established from Nokia's local site, one of Nokia's technical support centers, Nokia operation centers, or from a third party contracted by Nokia for providing technical support services.

2.3.2 Nokia may also introduce, use, change, or replace any tool, automation, or any other advanced technology Nokia may consider appropriate for the performance of the Services. All the methods and tools will be in full compliance with the obligations contained in this Annex and shall not constitute a Change Request.

2.3.3. Nokia and its authorized subcontractors may deploy and use artificial intelligence (AI) systems when providing the Technical Support Services to Customer and processing Customer data, provided that Nokia complies



with the limitations and obligations set out in this Annex, including, inter alia, those relating to data security, confidentiality, data privacy, and intellectual property.

For the avoidance of doubt, Nokia may not deploy or use AI systems that do not fulfil the requirements set out in this Annex, except subject to Customer's prior written consent. For the avoidance of doubt, the ingestion of Customer data or information to such AI systems and third-party AI service providers for the purposes described above, shall be deemed a permitted disclosure under the confidentiality provisions of the Agreement and data privacy agreement, and shall not require additional Customer consent.

2.3.4 Customer shall at any time provide Nokia with access to Customer systems and data required and shall provide the infrastructure to enable the required permanent connection to Customer's network. If Customer limits the permanent connection to its systems access in terms of availability, some service levels will not be available.

2.3.5 Nokia's Remote Technical Support Services are designed to utilize various diagnostic and operational information that may be extracted from Technically Supported Products and obtained for the Service via an electronic data exchange, or via direct remote access. If restrictions prevent or delay the sharing or availability of such information from the Technically Supported Products, then the Service may be impacted, and the SLA targets may be void or extended in time until such required data is exchanged.

2.3.5 Nokia may require a data exchange from Customer to perform the duties of Remote Technical Support in the most efficient manner and in compliance with the SLA for the Technically Supported Product and software Release. If the required data exchange is not available, the performance of the Service may be impacted, and the SLA targets may be void or extended in time until such required data is exchanged.

#### **2.4 Availability of Product Documentation**

Nokia shall provide online access to documentation pertinent to Customer's operation of Technically Supported Products. The types of documentation may vary by product and Nokia may provide the information in various ways. Nokia may require Customer to register by some means before access to documentation is granted. It is reasonable for Nokia to limit or delist access to product information that describes products that are in End-of-Life product life-cycle stage. The language used in the service is English.

#### **2.5 Electronic Data Exchange**

2.5.1 Where required, the Parties shall have the ability to exchange information through electronic interfaces using secure or insecure means, depending on the need and security classification of the information. For example, e-mail, Secure File Transfer Protocol (SFTP), or any other interface or protocol defined by Nokia, may be suitable for electronic data exchange.

2.5.2 Nokia may require a data exchange from Customer to perform the duties of Remote Technical Support in the most efficient manner and in compliance with the SLA for the Technically Supported Product and software Release. If the required data exchange is not available, the performance of the Service may be impacted, and the SLA targets may be void or extended in time until such required data is exchanged.

2.5.3 It may be necessary to exchange data that contains Customer data classified as restricted and not to be shared with Nokia. Nokia and Customer shall use reasonable means to share such restricted data in conformance with Customer's restrictions, if possible, and for any data that is deemed necessary for the performance of technical support duties by Nokia. If such data cannot be exchanged, the performance of the Service may be impacted, and the SLA targets may be void or extended in time until such required data is exchanged.

Notwithstanding the previous paragraphs about restricted data, if applicable, Nokia and Customer shall cooperate to share the respective electronic interface specifications and information needed to establish the means of electronic data exchange. The Parties agree that where Nokia requires electronic data exchange, all information regarding such transactions shall be exchanged in the established format. Either Party may, from time to time, alter such specifications and shall inform the other accordingly. If such alterations create new restrictions on the data, then the performance of the Service may be impacted, and the SLA targets may be void or extended in time until such required data is exchanged.

2.5.4 Nokia's Remote Technical Support Services are designed to utilize various diagnostic and operational information that may be extracted from Technically Supported Products and obtained for the Service via an electronic data exchange, or via direct remote access. If restrictions prevent or delay the sharing or availability of such information from the Technically Supported Products, then the Service may be impacted, and the SLA targets may be void or extended in time until such required data is exchanged.

#### **2.6 Software Updates**

Any Software Update provided under this Annex is governed by the applicable software license terms under the Agreement under which the licenses have been initially provided.

#### **2.7 Safety and Security**

Nokia's personnel, including authorized subcontractors, will comply with any relevant safety and security requirements or procedures of Customer when at Customer's premises. Customer agrees to explain and describe such safety and security requirements in writing in advance of arrival at Customer's premises. Customer further agrees to escort and guide Nokia's personnel when on premises, when reasonable, and when dangerous conditions may be present.



### 3. SERVICE EXCLUSIONS

Technical Support Services are limited and are provided for networks that are maintained in accordance with Nokia's publications about the Technically Supported Products. Customer acknowledges and agrees that Technical Support Services are limited as follows.

#### **Exclusions:**

3.1 Technical Support Services that are not expressly described as in-scope in the SOWs attached to this Annex; Installation, commissioning, deployment, optimization, relocation of Technically Supported Products, provisioning, network engineering, and any related services and/or professional services;

3.2 Technical support for non-Technically Supported Products such as operating systems or utilities not specifically listed as Technically Supported Products in the attached SOW(s), regardless of whether they may reside on the same hardware platform or Nokia-provided hardware platform on which the Technically Supported Products reside;

3.3. Products that have reached the end of technical support at End-of-Life;

3.4 Assistance or service required for any of the following:

3.4.1 Failure of non-Nokia personnel to follow the manufacturer's installation instructions, or that requires assistance for any condition that exceeds the tolerances as prescribed by the manufacturer's product documents, or failure to continually provide a suitable operational environment including, but not limited to, the failure to provide adequate electrical power, air conditioning, dust control, or excessive humidity;

3.4.2 Use of the Technically Supported Products in a manner not in accordance with their specifications, operating instructions, or license-to-use;

3.4.3 Modifications, technical support, or repair performed by other than Nokia-designated personnel, including changes, modifications, or alterations not authorized by Nokia on the Technically Supported Product, the hardware, or the software environment in which the Technically Supported Product operates, including the introduction of updates of third-party software or hardware that have not been validated by Nokia;

3.4.4 Failure of other equipment or software not maintained by Nokia, or failure of storage media (e.g., RAID Disk Arrays) not maintained by Nokia; or

3.4.5 Attached equipment that does not conform to the specifications of interconnection interfaces.

3.5 Technically Supported Products or software not installed by a qualified and skilled installer;

3.6 Technically Supported Products or software not installed in accordance with product documentation or by use of Nokia-approved procedures;

3.7 Technical support for accessories or any other devices not identified in the SOW as Technically Supported Products;

3.8 Furnishing of optional accessories or consumable supplies for proper operation of Technically Supported Products (for example, fan filters are not in scope and are not provided under this Annex);

3.9 Data recovery or reconstruction;

3.10 Service for any Technically Supported Products that show evidence of modification or removal of a serial number, copyright notice, license key, or other of Nokia's identifying marks, or any evidence thereof other than such caused by Nokia-authorized actions with explicit written authorization by Nokia;

3.11 Actions to move, reinstall, repair, maintain, or modify the Software or Technically Supported Products other than as explicitly authorized by Nokia (this is not intended to restrict Customer from decommissioning an active Technically Supported Product, relocating it, and recommissioning it; however, the Service shall not apply to the relocated equipment until acceptance is properly certified for the new installation. Customer shall notify Nokia if such activities are planned and executed);

3.12 Failure to use any new Software Release or Software Update made available under this Annex and that is mandatory to resolve a reported issue or correct an identified vulnerability.

3.13 Use of obsolete versions of the Software which are no longer technically supported by Nokia. For clarity, obsolete refers to Software that is not eligible for Life Extender Service;

3.14 Technically Supported Products that have suffered damage not caused by Nokia and that is not covered by warranty protections;

3.15 Nokia equipment or Field Replaceable Units (FRUs) sourced from third parties;

3.16 Nokia does not offer any kind of warranty technical support for Stolen Products or any kind of services for Stolen Products. If it is informed that a certain Nokia Product in a Customer network is a Stolen Product, Nokia shall terminate all associated services and/or warranty technical support for such Stolen Product; and

3.17 Nokia does not offer any service of inspection or recertification for Stolen Products, nor accept Stolen Products as part of Nokia spare parts replacement services. Any hardware or software that has been identified as a Stolen Product shall be identified in Nokia's databases as ineligible for any kind of warranty or technical support. Nokia strongly recommends Customer to remove any Stolen Products immediately from their networks upon learning that such products are stolen.



#### 4. PERFORMANCE DATA

**4.1 Communication of Performance Data.** Customer shall provide Nokia, on a weekly basis, with the following Performance Data:

- 4.1.1. Serial Numbers of Technically Supported Products currently undergoing repair or already repaired by a TPR;
- 4.1.2. Related Configuration Management (CM) data from the Network Management System;
- 4.1.3. Related Fault Management (FM) data from Network Management Systems;
- 4.1.4. Start and end dates of the repairs by TPR;
- 4.1.5 A brief description of the repair action by TPR.

This Performance Data as defined in this section is required and analyzed by Nokia for quality management purposes concerning the performance of the affected Technically Supported Products and to monitor the possibility of an epidemic failure, defined in accordance with Nokia's technical documentation relevant to the Technically Supported Products (as may be amended from time to time) as a certain percentage of failures in the total Technically Supported Products in the Customer network. Based on this analysis, Nokia may, after discussion with Customer, suggest the adoption of protective measures or, alternatively, provide recommendations or other remedies for Customer's consideration to enhance network reliability, in each case in accordance with Nokia's then-current technical documentation relevant to the Technically Supported Products, which may change from time to time.

**4.2 Accuracy and Timeliness.** Customer represents that all communicated Performance Data shall be accurate, complete, and provided in a timely manner.

**4.3 Submission Format:** The Parties will agree on the best format for Customer's ease of data submission.

**4.4 Delayed Communication:** If the Performance Data relating to a sizable failure of the Technically Supported Products (or in the event of epidemic failure) is communicated with a delay of more than four (4) weeks, or omitted, it will not constitute an obligation for Nokia to intervene, repair, replace, or be considered responsible for the costs, remedies, or damages that may be caused to Customer as a consequence of the repair by TPR, including in the case of epidemic failure.

**4.5 Nokia Liability.** In addition to the limitations and exclusions contained in Clause 15 (Consequences of Unauthorized Repairs, Maintenance or Modifications to Technically Supported Products), Nokia accepts no liability in relation to any costs, repairs, reimbursement, or damages that may arise from the repair performed by TPR, and/or failure to duly and timely communicate any Performance Data thereof. This limitation of liability is applicable also in cases of epidemic failure where there is a delay or omission by Customer to communicate the Performance Data.

#### 5. REPORTING & REVIEW

Customer and Nokia shall schedule regular review meetings to discuss Nokia's Technical Support Services and any specific Customer topics related to these services as they arise. The timing and frequency of these service feedback meetings shall be mutually agreed between the Parties. Nokia will provide regular reports to Customer, with details to be mutually agreed between the Parties.

#### 6. CUSTOMER RESPONSIBILITIES

**6.1** Customer shall be responsible for the following general obligations. More detailed obligations may be contained in the applicable SOW(s). Failure to comply with any of these obligations shall affect the availability and/or quality and/or pricing of the Technical Support Services.

**6.2.** Customer shall:

**6.2.1** Maintain and operate each item of the Technically Supported Products strictly in accordance with the instructions and specifications of Nokia, as provided under the terms of this Annex and/or under the terms of the relevant supply agreement or Software license agreement between the Parties under the Agreement;

**6.2.2** Keep all Software current in accordance with the version upgrade requirements specified by Nokia;

**6.2.3** Ensure that all Customer's personnel performing maintenance and operations tasks on Technically Supported Products covered by this Annex are adequately trained via Nokia's recommended training programs, ensuring the required rigor and quality of operational handling for the products and related services in scope of this Annex and the installed base under consideration;

**6.2.4** Ensure that these personnel can further, and without limitation, provide assistance in performing tests, and gathering additional information by following instructions and taking technical requests from Nokia's technical support personnel during investigations and actions related to an incident report (trouble ticket);

**6.2.5** Be responsible for maintaining and providing all necessary Government authorizations (including permits and tax identification) and documentation necessary to facilitate customs clearance processing;



6.2.6 Ensure that Technically Supported Products are installed, configured, operated, and maintained in accordance with Nokia's applicable installation, operation, administration, and technical support specifications; ensure that Technically Supported Products are operating on currently supported hardware;

6.2.7 Maintain a procedure external to the software programs for reconstruction of lost or altered files, data, and/or programs (maintain a backup, where appropriate); and

6.2.8 enable and maintain remote access connection as specified in Clause 2.3.

6.3 Nokia shall ensure that all personnel assigned to perform the Technical Support Services under this Annex are suitably skilled for the respective tasks assigned. For clarity, each Party's personnel must be competent and capable of communicating effectively with each other and with the technical knowledge and skills suited to the tasks.

## **7. BUSINESS HOURS**

All work will be performed during business hours from 8:00 AM to 5:00 PM where the Technically Supported Products are being operated (excluding weekends and public holidays), unless different working hours/schedule have been specified elsewhere in the SOW. Special cases shall be managed cooperatively by both Parties; for example, for planned maintenance windows.

## **8. TITLE**

### **8.1 Ownership of Documents**

The documentation and any other information in any form made available to Customer as part of Technical Support Services remains the property of Nokia or, if applicable, the property of its third-party licensors.

### **8.2 Copyright and Trademark Notices**

Any copyright and trademark notices as well as any bar code or alphanumeric identification codes included in or marked on Software, hardware, and/or the documentation must not be altered or removed by Customer.

## **9. PURCHASE ORDERS, PRICE AND PAYMENT TERMS**

### **9.1 Purchase Orders**

Technical Support Services will be ordered annually. The first annual Purchase Order will be issued on or before the Effective Date of this Annex. The Parties agree to perform a formal update of the Technically Supported Products at each annual Purchase Order renewal date so that the new annual Purchase Order will be adjusted accordingly. The annual Purchase Order for each subsequent year must be placed at least three (3) months before the end of the subsequent year. In case no Purchase Order has been timely issued, Nokia reserves the right to ramp down its performance of Technical Support Services immediately. Nokia is entitled to charge the applicable Service Fees for any technical support it continues to provide during this ramp-down period. Purchase Orders issued under this Annex are otherwise subject to Section 2 of the General Customer Terms.

### **9.2 Inflation**

Nokia may adjust the Service Fees once per calendar year to reflect changes in the inflation rate, by giving Customer no less than thirty (30) calendar days' prior written notice before the commencement of the relevant period to which the adjusted Service Fees shall apply. Any such adjustment shall be calculated by reference to the percentage change in the Harmonized Index of Consumer Prices (HICP) for the Euro Area, as published by Eurostat for the twelve (12)-month period immediately preceding the date on which the notice of adjustment is issued. For the avoidance of doubt, Nokia shall not be obliged to reduce the Service Fees in the event that the applicable HICP index reflects a negative rate of change (deflation) during the revised period or any other period within the term of this Annex.

The inflation adjustment mechanism in this Annex (HICP/Eurostat) governs for Technical Support Services and takes precedence over the CPI/OECD mechanism set out in Section 4.2 of the General Customer Terms, in accordance with the order of precedence under the Agreement.

### **9.3 Invoicing**

All Services will be invoiced quarterly in advance at the beginning of each quarter. This constitutes the Invoicing Milestone for Technical Support Services under this Annex.

### **9.5 Payment Terms**

All invoices are payable within thirty (30) calendar days of the date of Nokia's invoice, in accordance with Section 4.5 of the General Customer Terms.

### **9.6 Payment Details**



Payments shall be effected by electronic transfer to Nokia's account as specified in the applicable Quotation, which may be amended from time to time by Nokia.

## **10. LOCATION**

Unless otherwise notified in writing by Customer, Nokia may provide the Technical Support Services from any location (each a "Service Location"). In no event shall Nokia be entitled to any increase in the Service Fees as a result of a change in a Service Location for Nokia sole convenience. Nokia shall ensure that the physical safety and security procedures of the Service Locations meet best industry practice for locations of a similar nature at the minimum, and any particular requirements agreed by the Parties under this Annex. For the avoidance of doubt, temporary work from another location as part of a short-term business trip or otherwise shall not be deemed a transfer of a Service Location.

## **12. GOVERNMENT APPROVALS**

Nokia shall obtain all the governmental consents, permits, approvals, and licenses necessary for the performance of this Annex. Customer agrees to assist Nokia without charge in obtaining any necessary approvals from authorities in Customer's country, e.g., visa and work permits, for non-local personnel.

## **14. WARRANTY**

### **14.1 Scope**

The Services will be delivered as specified in the SOWs in a timely manner, using due care and professional diligence. If a Service does not substantially comply with the description as specified in the SOWs (Non-Compliance), Nokia will re-perform the respective Service. No other warranty is provided on the Services. The warranty periods for Field Replaceable Units ("FRU") and spare parts are defined in the respective SOWs.

### **14.2 Notice of Defects**

Customer must promptly inform Nokia of any incidents of Non-Compliance and specify in writing the type, nature, and extent of the observed Non-Compliance. Any additional costs and expenses resulting from delayed information will be the responsibility of Customer.

### **14.3 No Other Warranties**

Nokia and its Affiliates will not warrant that use or operation of the Technically Supported Products or provision of any Service will comply with post-signature change in law. The provisions defined in this clause state the entire responsibility of Nokia and its Affiliates in relation to the performance of the Services. These warranties are expressly in lieu of all other conditions and warranties, express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, and all other obligations of Nokia and its Affiliates, each of which are hereby disclaimed, with respect to any defect or deficiency applicable to or resulting directly or indirectly from the provision of hardware, software, firmware, or services hereunder, whether in contract, tort, or otherwise.

## **15. CONSEQUENCES OF UNAUTHORIZED REPAIRS, MAINTENANCE OR MODIFICATIONS TO TECHNICALLY SUPPORTED PRODUCTS**

15.1 If a repair (including any attempted repair) to a Technically Supported Product is or has been carried out by a person or company not authorized by Nokia (whether Customer or a third party, a "TPR"), Nokia accepts no responsibility whatsoever for such repairs, or for the future performance or repairs of the Technically Supported Product in question.

Specifically, for any Nokia hardware or software product for which a repair is carried out by a TPR:

- a. Nokia will have no obligation to provide any warranty, warranty services, and/or technical support and maintenance services;
- b. Nokia will not be responsible for any errors, defects, malfunctions, or change in functionality, non-conformity with specifications or applicable product standards, and/or damages caused by or resulting from unauthorized TPR repairs;
- c. Nokia will not be responsible for software, hardware, firmware, and/or other product compatibility issues, usability/compatibility of spare parts or software/firmware updates, success of upgrades and corrections, performance of the related equipment and/or its features on its own or as an integrated part of the network, capacity, and/or reliability;



d. Nokia will not be responsible for outages, network disruptions, emergency restoration and/or restoration delays caused by unauthorized TPR repairs, or for fires, power surges, electrical disruptions, electrocutions, or any other hazards or accidents resulting from unauthorized TPR repairs;

e. Nokia will not be responsible for the compliance of the repaired Technically Supported Product with applicable law and/or Health and Safety regulations;

f. Nokia will not be obligated to provide product lifecycle data and/or stock dimensioning services;

g. Nokia will not be responsible for providing any additional services relating to TPR-repaired products or technologies, such as but not limited to performance tuning and/or stability audits; and

h. Nokia will not be obligated to investigate unusual failure rates of TPR repairs.

In addition to the above, Nokia reserves the right to:

a. charge Customer for repair services or the cost of replacement products or parts (including without limitation costs of shipping, removal, and installation) regarding Technically Supported Products which have become defective after an unauthorized TPR repair;

b. limit the offer of end-of-life hardware technical support services (e.g., Life Extender) for the applicable product(s); and

c. limit the offer of repair services (even at an additional charge) for the applicable product(s).

## **16. LIABILITY**

### **16.2 Liability Limit**

The liability of Nokia, its Affiliates, and subcontractors under this Annex is limited to one hundred thousand Euros (€100,000) per event. Nokia's total liability during any calendar year for all claims related to this Annex will not exceed an amount equal to the Service Fees paid or payable by Customer under this Annex for the respective previous calendar year. If no previous calendar year exists yet, such liability for the calendar year will not exceed twelve (12) times the average monthly Service Fees paid or payable for the elapsed period of the term of this Annex. If the claim concerns a calendar year after the expiration or termination of this Annex, Nokia's liability during that calendar year will not exceed an amount equal to the aggregate amount of Service Fees paid or payable by Customer during the last twelve (12) months of the term of this Annex. The limitation of liability provided in this section of this Annex represent the maximum aggregate liability for both Nokia and its Affiliates.

The liability regime set out in this Section 16.2 takes precedence over Section 13.2 of the General Customer Terms, in accordance with the order of precedence under the Agreement. All other provisions of Section 13 of the General Customer Terms remain applicable to this Annex.

## **18. TERM AND TERMINATION**

### **18.1 Initial and Renewal Terms**

This Annex will remain in effect for an initial term of three (3) years from its Effective Date. After the initial term, this Annex will automatically renew for successive one-year periods, unless terminated by written notice from either Party at least twelve (12) months prior to the expiry of the initial term or any renewal period.

Notwithstanding any termination or expiration of the Agreement, this Annex shall remain in full force and effect for so long as Technical Support Services are being provided by Nokia hereunder, including in respect of any outstanding Purchase Orders and SOWs. During any such period the terms of this Annex and, and the provisions of the Agreement shall continue to apply. Customer shall remain obligated to pay all Service Fees accruing during such period in accordance with Clause 9.

This Clause 18.1 governs the term and renewal of Technical Support Services under this Annex and takes precedence over Section 5.1 of the General Customer Terms.

### **18.3 Consequences of Termination**

Any Purchase Order issued by Customer during the term of this Annex shall remain valid and the terms of this Annex shall continue to apply until the expiration of all obligations of such Purchase Order and the respective SOWs have been fulfilled. Section 5.4 of the General Customer Terms shall otherwise govern the effect of termination.

### **18.4 Suspension**

Without prejudice to any other rights or remedies available to Nokia under this Annex, the Agreement, or applicable law, Nokia shall be entitled to suspend, in whole or in part, the rendering of the Technical Support Services in the event that Customer fails to pay two (2) or more quarterly invoices by their respective due dates, provided that Nokia has given Customer written notice of such failure and Customer has not remedied such failure within fifteen (15) calendar days of receipt of that notice. Any suspension pursuant to this Clause 18.4 shall not relieve Customer of its obligation to pay all outstanding Service Fees, including those accrued during the period of suspension. Nokia



shall resume the provision of the Technical Support Services promptly following Customer's payment in full of all outstanding invoices. Any period of suspension shall not constitute a breach by Nokia of its obligations under this Annex.

## **19. DISCONTINUED PRODUCT – END OF LIFE (EOL)**

If an item of Technically Supported Products and/or Software covered under this Annex has become obsolete or discontinued, the corresponding Technical Support Services will be discontinued by Nokia, unless both Parties agree to Life Extender Services under new SOW(s).

## **20. MISCELLANEOUS**

### **20.2 Entire Agreement**

This Annex, together with the General Customer Terms of the Agreement and the applicable SOWs and Quotations, constitutes the agreement between the Parties with respect to Technical Support Services. These provisions supersede all prior oral and written quotations, communications, agreements, and understandings of the Parties in respect of the subject matter of this Annex. No amendment or addition to this Annex is valid unless it is in writing and signed by both Parties, in accordance with Section 15.9 of the General Customer Terms.

### **20.3 Order of Precedence**

The order of precedence applicable to this Annex is set out in the Agreement's introductory provisions: (1) the Quotation; (2) this Annex; (3) the SOW; (4) the General Customer Terms; and (5) any Customer Purchase Order. For documents of equal priority, the one issued later shall prevail over the one issued earlier.

## **21. DATA PRIVACY**

21.1 General data protection compliance obligations applicable to Nokia's provision of Technical Support Services are governed by Section 8 of the General Customer Terms of the Agreement. Customer agrees to assume responsibility for compliance with any privacy or data protection laws applicable to Customer.

## **APPENDIX 1 to this Service Annex – RESALE OF NOKIA BRANDED HARDWARE – RIGHT OF FIRST REFUSAL**

Given both Parties' own goals in relation to circularity, Customer and Nokia agree to set up a process to dispose of Nokia hardware that has been removed from the network or otherwise made available for disposal ("Disposal Hardware") by the Customer. Customer and Nokia have agreed this process may be managed by any or all of Customer's designated disposal service providers ("Disposal Vendors"). In such case, Customer will make sure that the Disposal Vendor complies with the following process.

1. Either Customer or Disposal Vendor will provide to Nokia lists of Disposal Hardware, following which:
  - a. Nokia will have 10 business days to respond, identifying interest in purchasing any or all of the Disposal Hardware, with the understanding that: (i) Nokia will be subject to the same limitations/restrictions as any other potential buyer of the Disposal Hardware, e.g., with regard to the purchase of complete chassis/frames; (ii) if the opportunity is revised from a complete chassis/frame to a lower level or serialized product (e.g., Field Replaceable Unit) level availability, Nokia will be afforded that same opportunity; (iii) the lists of Disposal Hardware provided by the Customer or the Disposal Vendor will identify the Disposal Hardware at the lowest level and will only identify serialized Disposal Hardware — there is no intent to identify or include non-serialized hardware in this process; (iv) if Nokia does not respond within 5 business days or responds that there is no interest in the Disposal Hardware, Nokia's first right of refusal will have been exercised for that specific Disposal Hardware.
  - b. If Nokia has responded confirming a desire to purchase identified Disposal Hardware, the Customer or Disposal Vendor and Nokia may negotiate a mutually agreeable price for that specific Disposal Hardware. If Nokia and the Customer or Disposal Vendor cannot reach agreement on a specific price for the specific Disposal Hardware, Nokia's first right of refusal will have been exercised.
  - c. The Customer or Disposal Vendor shall ensure full Country of Origin (CoO) information traceability (handling and maintenance) of all disposed materials, products, or components in accordance with applicable CoO regulations.
  - d. The Customer or Disposal Vendor shall follow restrictions on the disposal of the material: not export or re-sell any materials to countries which are subject to trade restrictions, embargoes, or sanctions.
  - e. By exercising the first refusal right, the Customer or Disposal Vendor and Nokia shall negotiate and mutually agree on: (i) transfer of ownership conditions; (ii) delivery terms (in accordance with the ICC's INCOTERMS® 2020 with the specific named place).
  - f. Where Nokia has not imported Disposal Hardware when sold, Nokia will not act as an exporter of Disposal Hardware and the following conditions shall apply: (iii) the Customer or Disposal Vendor shall be responsible for all applicable export licenses and permits, and for customs export clearance handling in the shipping country; (iv)



the Customer or Disposal Vendor is committed to providing to Nokia, or to whoever Nokia designates, the certifications or declarations that can be required to comply with the applicable regulations.

2. The Customer or Disposal Vendor shall be directly responsible, at its expense, for the fulfilment of the regulations mentioned above as well as for the fulfilment of any related requirement and/or obtaining the necessary export licenses or authorizations.