



Nokia Customer Agreement

THIS CUSTOMER AGREEMENT ("Agreement") is entered into as of the date of the Purchase Order responding to a Quotation referencing this Agreement, by the purchasing party identified in such Purchase Order ("Customer") and the Nokia entity identified in the associated Quotation ("Nokia"), each of the above individually referred to as a "Party" and jointly the "Parties" as applicable.

This Agreement consists of (1) the General Terms, and (2) any Annexes attached hereto, or incorporated by reference in the applicable Quotation. In the event of any conflict or inconsistency between the General Terms, the Annexes, the Quotation and any Purchase Order, the following order of precedence shall apply: (1) the Quotation; (2) the Annexes; (3) the General Terms; and (4) any approved Customer Purchase Order. For documents of equal priority, the one issued later shall always prevail over the one issued earlier.

By issuing a Purchase Order in response to a Quotation referencing this Agreement, Customer agrees to accept the terms and conditions contained herein.

General Customer Terms

1. DEFINITIONS. Capitalized terms in this Agreement will have the meaning provided below or in the applicable Annex.

"Affiliate" means an entity that is directly or indirectly controlling a Party; or is under the same direct or indirect ownership or control as a Party; or is directly or indirectly owned or controlled by a Party. For these purposes, an entity is 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.

"Annex" means a set of terms and conditions specific to a particular Nokia Offering attached hereto or incorporated by reference in a Quotation made pursuant to this Agreement.

"Confidential Information" means: (a) any nonpublic information disclosed by either Party (the "Discloser") to the other Party (the "Recipient") in any form, including written, electronic, photographic or other tangible form, or information provided orally or visually; (b) any notes and other records made from or about such information; (c) all copies of any of such information, notes or other records; and (d) the terms and conditions of this Agreement. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified by Discloser with a legend as being confidential or proprietary, but if the nature of the information or the circumstances of its disclosure would lead a reasonable person to understand that the information is confidential, the absence of such mark or identification will not affect Recipient's obligations to treat such information as Confidential Information

"Customer Personal Data" means any information relating to an identified or identifiable natural person, or any equivalent concept of personal information under applicable Data Protection Laws, that is (i) submitted by or on behalf of the Customer to the Nokia Offerings; or (ii) associated by Nokia in connection with the provisions of the Nokia Offerings or Services.

"Data Protection Laws" means any law, enactment, regulation or order concerning the processing of data relating to living persons to the extent applicable to the activities or obligations of the parties under or pursuant to this Agreement.

"Documentation" means written materials or graphic files (e.g., installation manuals, operating instruction manuals, user documentation, maintenance documentation, system documentation, and specifications) that are displayed or printed and that relate to or support the Nokia Offerings.

"Effective Date" means the date of Nokia's acceptance of the first Purchase Order issued by Customer in response to a Quotation referencing this Agreement.

"Equipment" means the new and/or refurbished standard Nokia hardware or other devices delivered by Nokia under any Purchase Order subject to this Agreement.

"Nokia Offering(s)" means the Equipment, license(s) to Software, SaaS and/or Services offered by Nokia for purchase, license or subscription under this Agreement, as applicable.

"Purchase Order" means a written purchase order for Nokia Offerings submitted by Customer and accepted in writing by Nokia in accordance with this Agreement.

"Quotation" means a written quote from Nokia with the prices, quantities, and other details applicable to Nokia Offerings for a particular transaction governed by the terms of this Agreement.

"SaaS" means software as a service.

"Services" means professional services, sales services, pre-sales services, deployment services, field engineering services, installation services, integration services, maintenance or support services, certification training, or any other services delivered by Nokia pursuant to this Agreement.

"Software" means any software, computer program, object code, algorithms, analytics, listing or related material in machine-readable or printed form (including third-party software and firmware), or any updates, upgrades, patches, fixes, enhancements, improvements, and modifications thereto, included with the Equipment or licensed separately, regardless of the form or media on which it is delivered (e.g., firmware, download, physical media, etc.), but excluding FOSS (as defined in the applicable Annex) and source code.

“Territory” means the authorized location of use of the Nokia Offerings, as indicated in the applicable Quotation, provided that, if no such location is specified in the applicable Quotation, “Territory” shall mean the ultimate destination for use of the Nokia Offerings as agreed by the Parties.

2. ORDERING.

- 2.1 Customer may purchase Nokia Offerings by delivering a Purchase Order to Nokia. Each Purchase Order is a firm offer and must (i) identify the Customer by full name and address; (ii) itemize the quantity, part number and description of the Nokia Offering(s) that Customer desires to purchase; (iii) state the price of the itemized Nokia Offerings specified in the applicable Quotation, (iv) identify the “bill-to” address, (v) identify the Quotation “ship-to” address, (vi) set forth the requested delivery dates (and any shipping instructions) and/or performance dates, consistent with Nokia’s current intervals, (vii) provide a Customer contact name and telephone number. Customer’s “bill-to” and “ship-to” address must be located within the Territory. All Purchase Orders are subject to review and acceptance by Nokia in its sole discretion. Each Purchase Order is subject only to the terms and conditions of this Agreement (including the relevant Annexes) and the applicable Quotation. Terms and conditions contained in a Purchase Order, which are inconsistent with this Agreement, applicable Annex, or Quotation, including any pre-printed terms and conditions on such Purchase Order, are ineffective and void, even if such Purchase Order has been accepted by Nokia.
- 2.2 Upon acceptance of an Order, Nokia shall make reasonable efforts to deliver to Customer the requested Nokia Offering(s) and perform the requested Services on or prior to a mutually agreed date or in the absence of such agreement based on standard delivery lead times as communicated by Nokia.
- 2.3 Subject to section 5.3 (Termination by Customer) Purchase Orders are non-cancelable by Customer.
- 2.4 Except as may otherwise be agreed by Nokia in an applicable Quotation, Customer may request in writing changes to a previously accepted Purchase Order (“Change Request”). When Nokia agrees to a Change Request, Nokia may provide new written Quotation(s), including any changes to prices, delivery dates or completion dates resulting from the Change Request. A Change Request and the resulting Quotation(s) are subject to the Parties’ mutual written acceptance and are not binding until such written mutual acceptance is provided, and where required by Nokia a Purchase Order corresponding to the change is received (“Approved Change Request”). Each Party shall perform its obligations in accordance with the Purchase Order unless varied by an Approved Change Request.
- 2.5 Notwithstanding any other provision of this Section, in the event of any change in applicable law, regulation, governmental order, decree, directive, or regulatory interpretation (including, without limitation, the enactment of new legislation or the amendment, repeal, or re-interpretation of existing legislation) occurring after the Effective Date that materially affects the Nokia Offerings, the scope of Services, Nokia’s obligations, or the costs associated with Nokia’s performance under this Agreement or any Purchase Order (a “Change in Law”), Nokia shall be entitled, upon written notice to Customer, to: (a) adjust the prices, fees, and charges applicable to the affected Nokia Offerings to reflect any increased costs, compliance requirements, or other financial impact resulting from the Change in Law; (b) modify the scope, specifications, delivery schedule, or performance timeline of the affected Nokia Offerings to the extent reasonably necessary to ensure compliance with the Change in Law; and (c) propose amendments to the Agreement or any applicable Purchase Order to reflect the impact of the Change in Law. Upon receipt of Nokia’s notice, Customer shall promptly engage with Nokia in good faith discussions to agree on the necessary adjustments. If the Parties are unable to reach agreement on the required adjustments within thirty (30) days from the date of Nokia’s notice, Nokia shall have the right, without liability, to suspend performance of the affected Nokia Offerings until such agreement is reached, or to terminate the affected Purchase Order(s) upon written notice to Customer, in which case Customer shall pay Nokia for all Nokia Offerings delivered and Services performed up to the date of suspension or termination, including any costs reasonably incurred by Nokia in connection with the Change in Law. For the avoidance of doubt, a Change in Law shall constitute a valid basis for a Change Request under this Section and shall be subject to the Change Request process set forth herein, provided that Nokia shall not be required to absorb any costs or bear any adverse consequences arising from such Change in Law.

3. **DELIVERY & ACCEPTANCE.** Nokia will deliver the Nokia Offerings and acceptance will occur as specified in the applicable Annex. Nokia is not responsible for delays caused by incomplete or inaccurate information provided by the Customer.

4. PRICES, TAXES, INVOICING, PAYMENT.

- 4.1. Prices.** The Price for each Nokia Offering will be as set forth in the applicable Quotation. Unless otherwise provided therein, Quotations are valid for thirty (30) days from the date of issuance, and in no event shall prices set forth in accepted Purchase Order remain valid for a period exceeding twelve (12) months from the date of acceptance of such a Purchase Order, unless agreed otherwise in writing. Nokia may change its prices at any time without prior notice to Customer. Customer may request Nokia to provide Quotation and Nokia reserves the right, at its sole discretion, to issue a Quotation or to refrain from participating in any request, tender, or similar procurement process, without incurring any liability.
- 4.2.** Nokia reserves the right to adjust the prices of Nokia Offerings to reflect changes in the cost of providing such Nokia Offerings. All Nokia Offerings are subject to adjustment based on inflation rates. Any fluctuation of prices due to commodities (e.g., copper, steel, aluminum, lead, etc.) and/or labour costs shall be reviewed by Nokia on a regular basis and may lead to an increase in the price of the Nokia Offerings. The prices may also be adjusted by Nokia in accordance with the increases of the latest published global Consumer Price Index ('CPI') as published by the Organization for Economic Co-operation and Development ('OECD', www.oecd.org) for all OECD countries ('OECD – Total'). Nokia shall provide Customer with a prior written notice of any price adjustment pursuant to this Section.
- 4.3.** The Parties acknowledge that the Equipment may include electronic components and related materials that are sourced through global supply chains and may be subject to disruptions and changes in availability and market conditions. If Nokia incurs a material increase in component costs due to such change in market conditions, Nokia shall be entitled to adjust the pricing and may issue a revised quotation and associated invoice with the applicable surcharge or price adjustment for any affected Equipment. Customer shall ensure that: (a) all new Purchase Orders are issued in accordance with the revised quotation; and (b) for any accepted Purchase Orders for Equipment not yet delivered, an additional Purchase Order is issued for the applicable surcharge set out in the revised quotation.
- 4.4. Taxes.** All prices are exclusive of any sales tax, value added tax (VAT), goods and services tax (GST), stamp or customs duty, or any other taxes, duties or charges imposed by any governmental or other administrative body on account of sales or payment for sales in or upon importation into the Territory, other than Income Taxes ("Indirect Taxes"). If any Indirect Taxes are due, where applicable, Nokia shall add such Indirect Taxes to its invoices raised under the Agreement. Nokia is obliged to prepare and submit to Customer a commercial invoice that meets the requirements set for a tax invoice in the applicable value added tax or similar tax regulations. For the avoidance of doubt, Customer shall not deduct any Indirect Taxes from any of its payments under the Agreement and shall be solely responsible for paying any such Indirect Taxes due in addition to its other payment obligations under the Agreement.

Each Party bears all taxes which are based upon its income ("Income Taxes"). Income Taxes include all domestic and foreign taxes which are based on taxable profits or revenue, including withholding taxes paid on behalf of Nokia. Customer is required to inform Nokia in a timely manner if it intends to withhold or retain any tax from payments to Nokia under the Agreement. If it is possible to reduce or avoid such withholding or retention of tax in any manner including, but not limited to, applying a tax treaty or obtaining a tax certificate, an exemption certificate or any other documents, Customer is required to inform Nokia about the procedure to be followed in order to reduce or avoid the withholding or retention of tax. Nokia shall submit to Customer in due time before the payment date any information or documents necessary to reduce or avoid the withholding or retention of tax.

In the event that the withholding or retention of tax cannot be fully avoided, Customer is obliged to provide Nokia with evidence of taxes withheld or retained within sixty (60) days of the payment date, or if the withheld or retained taxes are not remitted to said authority until later, without undue delay after the remittance. In the event that the authority to which the withheld or retained taxes have been remitted does not issue an official confirmation about the tax paid, Customer shall furnish Nokia with other appropriate documentation of the withheld or retained taxes, e.g. copy of tax return and copy of payment slip, within sixty (60) days of the payment date.

Notwithstanding the foregoing, Nokia reserves the right to amend or supplement the tax-related provisions of this Section, or to adjust the invoicing and payment arrangements hereunder, to the extent reasonably necessary to reflect country specific circumstances including but not limited to changes in applicable tax laws, regulations, rulings, or interpretations, or to mitigate any adverse tax consequences to Nokia, provided that Nokia shall give Customer reasonable prior written notice of any such amendment or adjustment.

4.5. Tariffs. Notwithstanding the foregoing, Nokia shall have the right to revise the Nokia Offerings and pricing of any undelivered Purchase Order, in response to any changes in applicable tariffs that impact on the prices associated with the import or export of products or any of its components. Such tariff-based revisions will be communicated to Customer without undue delay and will take effect immediately upon notification.

4.6. Invoicing & Payment. Nokia will issue invoices according to the Invoicing Milestone indicated in the Quotation, in the absence of which as set out in the applicable Annex. Each invoice will describe the requested Nokia Offerings and their respective Prices and will also show the total amount due to Nokia from Customer, including all taxes, transportation charges, and other costs or charges that are Customer's responsibility (the "Invoice Total"). Customer shall pay each Invoice Total in full, exclusively in the currency in which the Hardware, Software and/or Services were priced by Nokia, for receipt by Nokia within 30 days after the date of the related invoice.

Nokia may require reasonable credit assurances as notified by it, including a letter of credit for an amount specified by Nokia and in a form acceptable to Nokia, prepayment for Purchase Order and advance payment of invoices, and reasonable credit limits for purchases made by the Customer under the Agreement. Nokia may by notice (and without liability) suspend delivery of Nokia Offerings and performance of any Services if any payment is overdue and/or if the credit limit established is exceeded and/or in the event of material adverse effect on the Customer's overall creditworthiness, until the position is remedied.

4.7. Disputes; Late Payments. Customer shall notify Nokia of any billing discrepancies or disputes about an invoice within 15 days after receiving it, specifying with particularity the basis of any such discrepancy or dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve Customer of its obligations to pay the undisputed portion of the invoice. The Parties shall negotiate in good faith to resolve any Dispute Notice. Interest will accrue on any past due amount, as well as any past due undisputed portion of the invoice, at 1.5% per month compounded (19.6% per annum, actual rate) or, if higher, the maximum rate permitted by applicable law. Notwithstanding the foregoing, any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Nokia will be subject to interest charges accruing from the original due date. Customer shall reimburse Nokia for reasonable legal fees and other costs associated with collecting delinquent amounts.

4.8. Invoice Acceptance. All invoices are deemed accepted by Customer unless disputed in writing within fifteen (15) days of receipt, indicating a valid reason, in accordance with Section 4.6. Customer has no right of set-off against any invoices issued by Nokia under this Agreement.

5. TERM & TERMINATION.

5.1. Term. This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions herein, shall remain in effect for one (1) year after the Effective Date (the "Initial Term"), and thereafter the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term"). Either party may elect not to renew this Agreement by providing written notice to the other party at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. If no such notice is received, the Agreement will continue in effect for the subsequent Renewal Term. Notwithstanding the foregoing, in relation to any Renewal Term Nokia reserves the right to adjust the prices applicable to Nokia Offerings upon any renewal of this Agreement. Nokia shall provide Customer with written notice of any such price adjustment at least sixty (60) days prior to the commencement of any Renewal Term. Initial Term and any subsequent Renewal Term shall be referred to as the "Term" of this Agreement.

5.2. Termination by Nokia. Nokia will have the right, in its sole discretion and without prejudice to any other rights or remedies which it may have under this Agreement, to immediately terminate or suspend performance of its obligations under this Agreement or any Purchase Order hereunder on written notice to Customer, if: (a) Customer files, or consents to the filing against it of, any petition for relief, reorganization or liquidation under any bankruptcy or insolvency law of any jurisdiction, or has any such petition filed against it that is not dismissed within 30 days thereafter or makes a general assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over a substantial portion of its assets, or has any proceeding seeking such an appointment filed against it that is not dismissed within 30 days thereafter or such period of time as law or court order may provide; (b) Customer becomes controlled by, in control of, or under common control with, any competitor of Nokia; (c) Customer breaches its obligation to, or otherwise fails, to make payment of any amount when due to Nokia, regardless of (i) whether such amount results from an invoice, fee or charge due under this Agreement or (ii) whether a portion of the invoice is subject to a Dispute Notice, and such breach or default continues for a period of 10 days after Customer's receipt of notice thereof; (d) Customer is in breach of any of its material

obligations under this Agreement and such breach continues for 30 days after Customer's receipt of notice thereof; or (e) Customer or any of its Affiliates breaches any of the clauses 14.1 and 14.2.

5.3. Termination by Customer. If Nokia breaches any of its material obligations relating to a Purchase Order issued under this Agreement, and such breach continues for 90 days after receiving Customer's written notice thereof, then Customer will have the right, upon written notice to Nokia, and in Customer's sole discretion and without prejudice to any other rights or remedies which it may have under this Agreement, to immediately terminate this Agreement and the relevant Purchase Order in its entirety without any further obligation or liability to Nokia in relation to terminated Purchase Order except with respect to Customer's payment obligations for Nokia Offerings and/or Services already shipped or performed.

5.4. Effect of Termination. Upon termination for any reason or expiry of this Agreement: (a) Nokia may immediately cease providing any Services; (b) Customer shall immediately pay all sums due to Nokia, for Nokia Offerings provided as of the date of termination, including costs and expenses and prorated fees for partially completed Purchase Orders at the date of termination; and (c) Sections 5, 7, 8, 11, and 15 survive, provided however that Customer's rights under any license grant will not survive if Customer's breach of the terms and restrictions of such license gave rise to the termination.

6. WARRANTIES.

6.1. The standard warranties for the Nokia Offerings are provided in the applicable Annex and/or Quotation.

6.2. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY ABOUT ANY SOFTWARE AND/OR HARDWARE AND/OR SERVICES WITH RESPECT TO THE FUNCTIONAL CAPABILITIES AND THE ACCOMPANYING WRITTEN MATERIALS, AND/OR ANY WARRANTY OF NON-INFRINGEMENT. THE PROVISIONS IN THE APPLICABLE ANNEX CONSTITUTE NOKIA'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT AND/OR ANNEX WITH RESPECT TO ANY OF NOKIA OFFERINGS.

7. CONFIDENTIALITY.

7.1. Party or its Affiliate(s) disclosing Confidential Information ("Discloser") grants Party or its Affiliate(s) receiving Confidential Information ("Recipient") the right to use the Confidential Information solely to exercise its rights and perform its obligations under this Agreement ("Purpose"). Recipient shall hold the Confidential Information in confidence using the same degree of care the Recipient normally exercises to protect its own proprietary information of a similar nature, using no less than the same degree of care the Recipient uses to protect its own Confidential Information, and shall not disclose the Confidential Information to any third-party, except as expressly provided herein. Recipient may disclose Discloser's Confidential Information only to those of Recipient's and its Affiliates' employees ("Representatives") who require knowledge of the Confidential Information to accomplish the Purpose and who have been advised by Recipient of their obligations under this Agreement. In addition, Recipient may disclose Confidential Information of Discloser to Recipient's subcontractors and agents who, in each case, (i) require knowledge of the Confidential Information to accomplish the Purpose, (ii) have agreed in writing to maintain the confidentiality of the information no less onerous than the confidentiality obligations in this Section and (iii) are not competitors or employees of any competitor of Nokia or any of Nokia's Affiliates (when Customer is the Recipient). Recipient shall provide Discloser with a copy of each such writing at its request. Recipient is liable for each Representative's, subcontractor's and agent's compliance with this Agreement. An individual who has seen Discloser's Confidential Information under this Agreement is not precluded from working on projects for Recipient that relate to similar subject matters whether during or after the term of this Agreement, provided that the individual does not use or refer to Discloser's Confidential Information.

7.2. The preceding obligations and restrictions do not apply to Confidential Information if, and then only to the extent that, it: (a) was known to Recipient before receipt from Discloser as shown by written evidence; (b) is generally available to the public (or becomes so) without the fault or negligence of Recipient; (c) is or was rightfully received by Recipient from a third-party without a duty of confidentiality; or (d) is or was independently developed by or for Recipient or its Affiliates without any use of or reference to Discloser's Confidential Information. The burden of proving that information falls within the exception rests with the Recipient.

- 7.3.** Recipient may disclose the Confidential Information as required by law; provided, however, that Recipient shall (a) when permitted by law, give Discloser prompt written notice of a disclosure requirement and before the disclosure is made, (b) take reasonable actions and provide reasonable assistance to Discloser to secure confidential treatment at Recipient's cost, and (c) disclose only such Confidential Information as is required by law. Recipient shall use reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information which is disclosed in such a manner must be marked "Confidential".
- 7.4.** Recipient and its Representatives shall promptly return or destroy (at Discloser's option) all copies and excerpts of the Confidential Information to Discloser when no longer needed or when requested to do so by Discloser, except for copies of documents in electronic formats that are made as a consequence of automatic backup processes and procedures. Despite the preceding sentence, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information. In relation to the permitted exceptions under this sub-clause, such Confidential Information or copies shall survive the expiration or termination of the Agreement for any reason whatsoever.
- 7.5.** Other than the limited right to use Confidential Information for the Purpose, Discloser does not grant any right or license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret, or any other intellectual property right.

8. DATA PROCESSING.

- 8.1. Roles of the Parties.** Depending on the Nokia Offerings provided under this Agreement, Customer may act as either a controller or a processor of Customer Personal Data, and Nokia may process Customer Personal Data as a processor or subprocessor, as further described in the applicable Purchase Order, schedule, and/or data processing and transfer addendum. Each Party shall comply with its obligations under applicable Data Protection Laws.
- 8.2. Nokia as Processor.** To the extent Nokia processes Customer Personal Data on Customer's behalf, Customer hereby instructs and authorizes Nokia to process Customer Personal Data for the purpose of providing, operating, securing, maintaining, supporting, improving, or delivering the Nokia Offerings and fulfilling Nokia's obligations under this Agreement. Such processing may take place globally, subject to applicable Data Protection Laws and appropriate safeguards as set out in Nokia's global Customer Data Processing and Transfer Addendum ("DPA"), attached to the applicable Nokia Offering, as amended or updated from time to time and made available at [<https://www.nokia.com/privacy/TBC>]. This DPA is hereby incorporated by reference into, and forms an integral part of, this Agreement.

- 9. Nokia Intellectual Property.** Nokia retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Nokia Offerings and any derivatives thereof. Except as expressly set forth in this Agreement, no license to any intellectual property rights is granted, whether expressly, impliedly, by estoppel or otherwise. No title, copyright, patent, trademark, trade secret or other right of intellectual property, whether expressly or impliedly, is exchanged between the Parties under this Agreement.
- 10. Customer Cooperation.** Customer shall provide Nokia with reasonable cooperation, including accurate information, safe access to Customer environments (where applicable), and timely responses necessary for Nokia to provide, maintain, and support components of Nokia Offerings.
- 11. Feedback.** If Customer provides Nokia with feedback, improvement ideas, or suggestions about any of the Nokia Offerings ("Feedback"), it is understood that Customer does so voluntarily. Customer will remain the owner of the Feedback, but Customer grants Nokia the right to use, modify, and transfer the Feedback in whole or in part for any purpose without restriction.

12. INDEMNITY.

- 12.1.** Subject to Section 13 (Limitation of Liability) and the conditions and exceptions stated in this Section, Nokia shall: (a) defend Customer against any claim, action or proceeding brought against Customer by a third-party alleging an infringement or misappropriation of any valid patent, copyright, or other intellectual property right of any third-party (other than an Affiliate of Customer) in the Territory based on Customer's use, consistent with Nokia's specifications, of any Nokia Offering (excluding Services) provided to Customer under this Agreement (a "Claim") and; and (b) indemnify Customer against any and all costs and damages

assessed against Customer in a final judgment by a court of competent jurisdiction on such Claim, provided that and on condition that: (i) Customer gives Nokia prompt written notice of the Claim sufficiently specifying the object and scope of the Claim, (ii) Customer grants to Nokia the sole authority to assume and control the defense, and the sole right to settle the Claim, through counsel chosen by Nokia, (iii) Customer furnishes all information and assistance requested by Nokia and reasonably cooperates with Nokia to facilitate the defense and settlement of the Claim, does not make any admissions, and does not enter into any settlement without Nokia's prior written consent, and (iv) Customer did not make any admission nor settles the Claim without Nokia's prior written consent. Nokia's liability under this Section shall commence only from the date Nokia receives sufficient written notice of the Claim and is afforded the opportunity to assume sole control of the defense. Nokia shall not be liable for any expenses incurred by Customer prior to Nokia being appropriately informed and afforded the opportunity to take control of the defense.

12.2. If Customer's use of any Nokia Offering is enjoined as a result of any Claim, or in Nokia's opinion is likely to be enjoined or to be subject to a Claim, then, at its expense, Nokia may, at its sole option and discretion: (a) modify or replace the Nokia Offering with a functionally-equivalent substitute so that Customer's use is not subject to a Claim; or (b) obtain a license from the owner of the right that is alleged to be infringed by the Nokia Offering; or (c) take the Nokia Offering back and refund the value of the infringing Nokia Offering to Customer at a price which is the initial sales price or license fees less depreciation based on five (5) years straight-line depreciation.

12.3. Nokia has no obligations under this Section with respect to a Claim to the extent that: (a) it arises from adherence to design modifications, specifications, drawings or written instructions which Customer directs Nokia to follow; (b) the claim for infringement is based on any unauthorized use, repair, or modification of any Nokia Offering by any person other than Nokia; (c) the Nokia Offering has been used for purposes other than the purpose for which it was designed; (d) it relates to uses of any Nokia Offering in conjunction or combination with any item not provided directly by Nokia, if use of the Nokia Offering alone would not have resulted in such infringement; (e) the Software has been transferred in whole or in part to a hardware platform not supplied by Nokia; (f) the Claim for infringement could have been avoided if Customer had used a later version of the applicable Software that was made available to it; (g) Customer has continued to use the allegedly infringing Nokia Offering after receipt of Nokia's or any third-party's notice to discontinue use; or (h) the act of infringement is alleged to occur in a country other than in the Territory. In the event that a third party makes a claim of infringement against Nokia or its Affiliates based on the exceptions specified in this Section, Customer shall indemnify Nokia in respect of any cost, loss or damage arising out of such action, subject to the same conditions (*mutatis mutandis*) as are specified in Section 12.1 above.

12.4. The rights and remedies set forth in this Section are Customer's sole and exclusive rights and remedies with respect to third-party claims of infringement and misappropriation.

13. LIMITATION OF LIABILITY.

13.1. Notwithstanding anything herein to the contrary, neither Party shall be liable for any indirect, special, exemplary, consequential, incidental, or punitive damages, nor for loss of business reputation or goodwill, loss of profits, loss of revenues, loss of data, or any other economic loss however caused, regardless of whether such damages are foreseeable or whether the Party has been advised of their possibility.

13.2. Nokia's total aggregate liability arising out of or relating to this Agreement, whether based on breach of contract, tort (i.e., including negligence), statute, or otherwise, shall be limited to actual, provable direct damages not to exceed 1) the value of the Purchase Order to which the incident relates to, or 2) the prices paid to Nokia in the preceding twelve (12) months under the Agreement, whichever is the lower amount and in no event more than 50% of the amounts paid to Nokia under the relevant Purchase Order. The limitations of liability provided in this Limitation of Liability section of this Agreement represent the maximum aggregate liability for both Nokia and its Affiliates.

13.3. Notwithstanding the foregoing, nothing in this Agreement limits or excludes, or will be deemed to limit or exclude, a Party's liability with respect to losses arising from or in connection with fraud or fraudulent misrepresentation; willful misconduct; personal injury or death; and a breach of confidentiality obligations (other than with respect to personal data). Nothing in this Limitation of Liability section of this Agreement shall exclude or limit either Party's liability that may not otherwise be lawfully excluded or limited.

14. GOVERNING LAW & DISPUTE RESOLUTION.

14.1. The exclusive governing law, venue, designated means of dispute resolution shall be as set forth below, based on the Nokia entity identified in the Quotation; except for any action seeking injunctive relief related to a Party's confidentiality obligations, which may be brought in any state court of competent jurisdiction:

Nokia Contracting Entity	Governing Law	Venue	Dispute Resolution
Nokia Canada Inc.	Province of Ontario	Ottawa, Canada	Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules")
Nokia Networks France SAS	France	Paris, France	Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules")
Nokia of America Corporation	New York	New York, USA	Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules")
Nokia Spain S.A.	Spain	Madrid, Spain	Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules")
Nokia UK Limited	England and Wales	London, UK	London Court of International Arbitration (the "LCIA Rules")
Nokia Solutions and Networks Oy	Finland	Helsinki, Finland	Rules of Arbitration of the Finland Chamber of Commerce (the "FAI Rules")
All other Nokia Entities, unless otherwise specified in the applicable Quotation	Finland	Helsinki, Finland	Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules")

The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral institution or relevant judicial court (as applicable), except that the Parties hereto irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

14.2. All disputes arising out of or in connection with this Agreement, including the breach, termination or validity thereof, may be referred by either Party to negotiation between senior executives of both Parties. If one Party requests such a negotiation and the other Party does not respond to such request within five (5) business days or if the negotiation does not take place within five (5) business days after the request by either Party or if the dispute is not resolved within five (5) business days after the beginning of the negotiations, either Party may refer the dispute to mediation under the mediation rules of the arbitral institution indicated in clause 14.1. The place of mediation shall be the town and country indicated as venue in clause 14.1., and language of mediation shall be English.

If the dispute has not been settled through mediation within 20 (twenty) business days following the filing of the request for mediation, or any Party rejects the request for mediation within five (5) business days following the filing of the request, such dispute shall thereafter be finally settled by arbitration under the rules of arbitration indicated in clause 14.1. The number of arbitrators shall be three. Each Party shall nominate one arbitrator, and the third arbitrator shall be appointed by the party-nominated arbitrators. The seat of arbitration shall be the town and country indicated as venue in clause 14.1. The language of arbitration shall be English. The arbitral award shall be final and binding between the Parties.

The filing of a request for mediation shall not prevent a Party from making an application for emergency measures under the emergency arbitrator provisions in the arbitration rules indicated in clause 14.1, or from seeking injunctive relief before the competent state courts where the Party reasonably believes such measures are necessary to avoid irreparable harm to the Party's rights.

- 14.3.** Whilst the dispute is being resolved, both Parties shall continue to fulfill their respective obligations under this Agreement in good faith and Customer will continue to pay all amounts as and when due.

15. MISCELLANEOUS.

- 15.1. Compliance with Laws.** In carrying out its respective obligations under this Agreement, each Party agrees to comply with all applicable laws and regulations of the Territory and of any other applicable country, including any country of export. Each Party agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any foreign official or any foreign political party or official thereof to make an award decision or illegally or improperly to assist either Party in obtaining or retaining business, or to take any other action favorable to either Party in connection with the award of a license. Any Party that fails to comply with this Section will indemnify the other Party from and against any claim, loss, damage, liability, expense, and cost, of whatever nature arising out of or related to, or connected with the Party's failure to comply. The Parties shall comply with all applicable laws and regulations relating to anti-money laundering, counter-terrorist financing, economic sanctions, and financial crime. Customer shall promptly notify Nokia if it becomes aware of facts or circumstances that may constitute a breach of such laws or that may reasonably lead to suspicion of money laundering or terrorist financing in connection with this Contract. Each Party shall further comply with all applicable anti-bribery and anti-corruption laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any legislation enacted pursuant to the OECD Anti-Bribery Convention, and shall not take any action that may violate these requirements. The Parties shall not pay, offer to pay, or allow the payment of any monetary assets or valuables, directly or indirectly, to any person for the purpose of influencing the actions or decisions of that person in order to obtain any improper advantage or to implement any other illegal purpose. The Parties shall not carry out actions that are qualified by applicable law as the giving or receiving of bribes or commercial bribery of any individual persons or entities, including but not limited to commercial organizations and their representatives, government and public authorities, or state and municipal officials. By entering into this Agreement, Customer commits to comply with the requirements of the Nokia Code of Conduct, which is publicly available at [Code of conduct | Nokia.com](#).

- 15.2. Import/Export and Prohibition of Transfers to Third Parties.** The Parties acknowledge that Nokia Offerings and Confidential Information may be subject to the export laws and regulations of the Territory, United States, the European Union, and/or other countries (cumulatively, "Trade and Sanctions Export Laws"). Customer shall not use, distribute, export, re-export, transfer, transmit, or allow a third party to benefit from the Nokia Offerings or Confidential Information (even if incorporated into other items) in violation of the Trade and Sanctions Laws.

Upon request by Nokia, Customer agrees to timely provide Nokia with all information and confirmations reasonably required to confirm sanctions compliance and to obtain any license or other authorization under the applicable trade, customs and export control regulations, including, for example, information and confirmation related to the ultimate beneficial owner(s) of Customer, final destination, end customer and/or intended use. Customer further agrees to inform Nokia of any change in the information previously provided as soon as the change is known to Customer. If required to enable authorities or Nokia to conduct checks related to compliance with Trade and Sanctions Laws, Customer, upon request by Nokia, shall promptly provide Nokia with all information pertaining to the particular transaction, customer, final destination, end customer and/or intended use of items or services provided by Nokia, as well as any relevant legal restrictions.

Customer shall not transfer, use, distribute, assign, or sell any Nokia Offerings or any corresponding Documentation (or any part thereof) to a third-party except as explicitly approved by Nokia in writing. Customer in particular will not transfer, use, distribute, assign, or sell any Nokia Offerings (or any part thereof) to a sanctioned country or region (by way of example, as of the Effective Date, Belarus, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russian Federation). Breach of this Section shall constitute a material breach of the Agreement.

- 15.3. Assignment.** Customer shall not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of Nokia, in each instance. Nokia may assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement without the prior consent of Customer. Any purported assignment of rights or delegation of obligations in violation of this

Section is void. Nokia may assign or subcontract all or part of its rights and obligations under the Agreement to any Affiliate or third-party subcontractor. Moreover, Nokia is entitled to assign to any third party, the right to invoice or receive payment or the right to sell its receivables under any Agreement.

- 15.4. Force Majeure.** Neither Party is liable for any failure to perform any of its obligations under this Agreement if the delay or inability is due to any cause not within its reasonable control including, but not limited to, pandemics, lock-outs, strikes, other industrial disputes, riots or civil commotion, wars (whether declared or not), expropriation or confiscation for public needs, any impediments arising out of national or international foreign trade or customs requirements, inability to obtain or keep export control licenses, or any embargos or other sanctions, acts of God, discontinuation of public or private transportation or supply of energy, non-availability of material or components used in the manufacturing of the Equipment, fire or some other unusual event with equally drastic effects beyond the Party's reasonable control ("Force Majeure Event"). The affected Party shall promptly notify the other Party of the occurrence of a Force Majeure Event and shall use commercially reasonable efforts to mitigate the effects thereof. In the event of such delays, the schedule will be extended for the duration of the delaying cause. If a Force Majeure Event continues for more than three (3) months either Party may, upon written notice, terminate this Agreement with respect to the affected scope, without liability, provided that any rights or obligations accrued prior to such termination shall remain unaffected this shall include any payment for delivered Nokia Offerings and service up until the final date of termination. Despite the preceding sentences, a Party is not excused from making any payment hereunder due to acts or events beyond its reasonable control.
- 15.5. Relationship of the Parties.** Neither Party, its agents, employees, representatives or Affiliates are under any circumstances deemed to be the agents or representatives of the other Party, and neither Party and said agents, employees, representatives or Affiliates have any right to enter into any contracts or commitments in the name of or on behalf of the other Party or to bind such Party in any respect whatsoever.
- 15.6. Publicity.** Nokia may issue a press release or make other public announcements announcing the execution, existence or implementation of this Agreement. Except as provided in the preceding sentence, neither Party shall release or publish news releases, announcements, advertising or other publicity relating to the Nokia Offerings or mentioning or implying the name, trademarks, logos, service marks or other identification of the other Party or its Affiliates or their respective personnel without the prior review and written consent of the other Party.
- 15.7. Notices.** Each Party giving any notice or making any formal notice or similar request, demand or other communication required by this Agreement must do so in writing and must use one of the following methods of delivery: (a) personal delivery, (b) certified or registered mail, postage prepaid, return receipt requested, (c) email, but only if the receipt of the email is acknowledged personally by an individual and excluding any auto-generated responses, or (d) nationally recognized overnight courier, with all fees prepaid. A Party giving a notice shall address the notice to the appropriate person at the receiving Party (the "Addressee") at the address listed on the relevant Quotation or Purchase Order or to another Addressee or another address as designated by a Party in a notice pursuant to this Section. A notice is effective only if the Party giving the notice has complied with this Section.
- 15.8. Interpretation.** This Agreement will not be construed against either Party due to authorship. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. Unless the context is otherwise required, words used in the singular include the plural, and words used in the plural include the singular.
- 15.9. Amendments; No Waiver.** Except as set forth in this Section, the Parties may amend, supplement, or rescind this Agreement only in a writing executed by both Parties. Notwithstanding the foregoing, Nokia may, in its sole discretion, update or modify the General Terms of this Agreement from time to time by providing Customer with at least thirty (30) days' prior written notice of any such update. Any such update will apply prospectively to Purchase Orders issued on or after the effective date of the update and will not apply to any Purchase Order accepted by Nokia prior to that date. If Customer does not agree to an update, Customer's sole remedy is to decline to submit further Purchase Orders under this Agreement; continued submission of Purchase Orders after the effective date of an update constitutes Customer's acceptance of the updated General Terms. The Parties may not waive any provision of this Agreement, except pursuant to a writing executed by the Party against whom any waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement and no course of dealing between the Parties will operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver

on any future occasion or against any other person. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

- 15.10. Severability.** If any provision of this Agreement is determined to be partially or totally invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect, if the essential terms and conditions of this Agreement for both Parties remain valid, legal, and enforceable. It is hereby agreed by the Parties that the ineffective provision shall be replaced by a valid provision which is fair to both Parties and which, as far as legally possible, most closely resembles the economic purpose of the ineffective provision.
- 15.11. Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Annex. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Nokia. For the avoidance of doubt, no person who is not a party to this Agreement shall have any right to enforce or enjoy the benefit of any term of this Agreement.
- 15.12. Survival.** Rights and obligations under this Agreement, which by their nature should survive, will remain in effect after termination or expiration of this Agreement.
- 15.13. Entire Agreement.** This Agreement is the final agreement between the Parties and supersedes all prior oral and written negotiations and agreements between the Parties, on the matters contained in this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than execution and delivery.

Annex 1

Standard Equipment Terms

This Annex for Equipment is part of the Agreement between the Nokia entity and the Customer identified in the applicable Quotation 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 Equipment 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 Customer General Terms of the Agreement.

"Applicable Incoterms" means the ICC Incoterms 2020 for Equipment stated in the applicable Quotation.

"Invoicing Milestone" means, for Equipment, (a) upon shipment, for Customers located in the United States or Canada, and (b) upon delivery of the Equipment to Customer for all other Customers.

2. **DELIVERY, RISK OF LOSS AND TRANSFER OF TITLE**

- 2.1. **Delivery of Equipment.** The delivery terms for Equipment are the Applicable Incoterms. Nokia shall prepare Equipment for delivery in accordance with Nokia's standard delivery protocols for each type of Equipment. Nokia's delivery date will be determined from the date Customer's Purchase Order is accepted by Nokia, based on standard delivery lead times for the concerned Equipment as communicated by Nokia. Prior to shipment Nokia will inspect Equipment in accordance with its standard inspection procedures, to confirm they are not damaged.

- 2.2. **Risk of Loss and Transfer of Title.** Risk of loss and damage to the Equipment passes to the Customer in accordance with the Applicable Incoterms. Unless otherwise specified in the applicable Quotation, title to Equipment shall vest in Customer upon delivery, where delivery is defined in accordance with the Applicable Incoterms.

- 2.3. **Inspection and Acceptance by Customer.** Unless otherwise agreed in writing by Nokia, Customer shall immediately inspect the Equipment and corresponding packing list(s) upon delivery and notify Nokia of any discrepancies. In the absence of such notice for any Equipment within seven (7) days from delivery (and in any event no later than their installation or commencement of their commercial use), such Equipment will be deemed accepted, in conformity with the packing list and free from apparent defects. Customer shall provide any evidence reasonably requested by Nokia in respect of claimed damage or discrepancy in respect of any Equipment in order for Nokia to remedy such non-conformity.

3. **EQUIPMENT WARRANTY.** The following terms apply to all Equipment provided by Nokia under the Agreement unless otherwise specified in a separate Annex applicable to specific Equipment.

- 3.1. Nokia warrants that, for a period of 12 months from the delivery date, Equipment manufactured by Nokia and purchased under this Agreement will, under normal use and service in accordance with the Documentation, (a) be free from defects in material and workmanship; and (b) materially conform to Nokia's specifications in effect on the date of shipment. For Equipment or partial assembly of Equipment furnished by Nokia where the Equipment was not manufactured by Nokia, Nokia hereby assigns, to the extent permitted, the warranties given to Nokia by its suppliers of such items.

- 3.2. If any Equipment is not as warranted by Nokia in this Section, then (a) Customer must obtain from Nokia a return authorization number and properly pack and return the Equipment at its expense, together with the authorization number and a detailed description of the problem, to Nokia's designated repair facility; and (b) Nokia shall repair or replace the Equipment and return it at Nokia's expense to Customer at the agreed return location specified by Nokia. Customer has the risk of loss and damage to any Equipment returned to Nokia for repair or replacement until receipt by Nokia of such Equipment. Nokia shall assume the risk of loss and damage to any Equipment returned to Nokia for repair or replacement from receipt until delivery to Customer at the agreed return location specified by Nokia. If Nokia ascertains that Equipment is not readily returnable for repair, then at its option, Nokia may elect to repair or replace the Equipment at Customer's site. In such instances, Customer, at its expense, shall make the Equipment accessible to Nokia for repair or replacement and shall restore the site after Nokia has completed its repair or replacement. For any Equipment or parts thereof repaired or replaced under this Section, the warranty period for such items will continue for the longer

of (i) the remainder of the original warranty period or (ii) 90 days after delivery of the repaired or replaced items.

- 3.3. If Nokia determines that it cannot, in a commercially reasonable manner, repair or replace any Equipment as provided above, then Nokia may, in its sole discretion, credit to Customer the Price of the Equipment, less a reasonable adjustment for beneficial use. In repairing or replacing any Equipment or part of Equipment under this warranty, Nokia may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment.
- 3.4. Notwithstanding any provision of this Agreement to the contrary, Nokia has no obligation under this Section to repair or replace any Equipment if (a) the Equipment has been modified, repaired or reworked by anyone other than Nokia; or (b) the defect is the result of (i) any improper storage, handling or use by anyone other than Nokia, (ii) failure to provide a suitable climatic and/or operational environment (including, by way of example, failure to provide the facilities prescribed in Nokia's specifications, failure to provide for adequate control of humidity or failure to prevent the ingress of dust particles), (iii) operator error, (iv) improper installation of the Equipment by anyone other than Nokia, (v) use in a manner not in accordance with the Documentation, (vi) any use of the Equipment in conjunction with a non-Nokia product (except to the extent permitted in the Documentation), (vii) repair or replacement consumable items, including fuses, light bulbs, motor brushes and the like, (viii) Equipment which has had the serial numbers or month and year of manufacture removed, altered, defaced, or deleted, or (ix) any damage by power surge or failure, fire, explosion or any act of God or other cause beyond Nokia's control. The warranties set forth in this Section are nontransferable.
- 3.5. If Nokia determines that any returned Equipment is not defective, Customer shall pay Nokia's costs of handling, inspecting, testing, and transportation and, if applicable, travel and living expenses.
- 3.6. Warranty does not include Nokia assisting Customer in diagnostic efforts; technical support; integration; on-site assistance; or Documentation updates. These Services may be available during and after the warranty period at Nokia's published prices.
- 3.7. THE LIMITED WARRANTY SET FORTH IN THIS SECTION FOR EQUIPMENT IS THE EXCLUSIVE WARRANTY. NOKIA DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FAIL-SAFE PERFORMANCE, AND/OR NON-INFRINGEMENT. THE REMEDIES PROVIDED UNDER THIS SECTION ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR FAILURE OF EQUIPMENT TO CONFORM TO THE WARRANTY.
- 3.8. The Equipment is designed and intended for standard commercial uses as specified in the applicable Documentation. Customer hereby agrees that the use of Equipment not in accordance with the Documentation shall be at Customer's sole risk. Use of Equipment in military defense systems without prior written authorization from Nokia is prohibited.
4. **MAINTENANCE & SUPPORT.** Maintenance and technical support for Equipment are not included in the price of the Equipment. Such Services are provided separately and subject to the applicable Quotation and Annex(es) or as otherwise agreed in writing between the Parties under a separate agreement.
5. **DISPOSAL.** Once title to the Equipment is transferred to Customer under this Agreement, responsibility for the disposal of such Equipment is transferred to Customer, including compliance under any applicable environmental legislation. If, under any applicable local law or regulation, such responsibility cannot be transferred or remains with Nokia in whole or in part, Customer shall promptly notify Nokia in writing upon becoming aware of such restriction and shall provide reasonable details. The Parties shall thereafter cooperate in good faith to agree on a compliant allocation of responsibilities.
6. **DISPOSAL 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.

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: (i) 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; (ii) 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.

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.

Annex 2

Standard Software Terms

This Annex for Software is a 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 Software 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 Customer General Terms of the Agreement

"APIs" means application programming interfaces.

"Cloud Environment" means (i) a Data Centre selected by Customer for the installation of Software, (ii) the reference hardware architecture and configurations of the Data Centre, if dedicated hardware is not purchased from Nokia for the Software, and (iii) any management tools for network or infrastructure, virtualization and/or orchestration software not supplied by Nokia running in the Data Centre, such may be described in detail in specific statement of work (if needed).

"Customer Systems" means Customer's existing network equipment and software in and on which Software and, if and when applicable, hardware, will be installed and integrated. Customer Systems include the Cloud Environment if and to the extent that Customer owns or has entered into agreements with third parties for Data Centre resources and capacity.

"Data Centre" means a data center providing a public or private cloud.

"Features" means specific features, feature packs and functionalities of Software (made accessible for Software through a license key) for which a Fee is paid, regardless of whether or not additional features or functionality are included and available in or with Software but which remain locked and thus inaccessible to Customer unless a further Fee is paid.

"Fees" means the applicable price for the Software license, as specified in the relevant Quotation.

"Free and open source software" means software, its updates and upgrades, which is not subject to Software license terms in this Agreement but to separate open source software license terms and conditions set forth in the applicable open source software licenses ("FOSS"). Such (open source) software includes, but is not limited to, software made available under licenses listed or described at <http://www.opensource.org/docs/definition.php>, or licenses currently listed at <http://www.opensource.org/licenses>, or software which is subject to similar terms.

"Invoicing Milestone" means, for Software, upon delivery of the Software to Customer in accordance with this Annex.

"Licensed Capacity" means the quantities and Features of Software that is licensed for Customer to use, as indicated in the applicable Quotation.

"Licensed Materials" means Software and Documentation.

"License Keys" means the technical information code that authorizes the activation of the Software.

"License Term" means the period of time for which Nokia grants Customer the right to use certain Software. Licenses may be perpetual or term-based, as specified in the applicable Quotation.

"User" means a person or entity (including Customer's subscribers) who are entitled to access Software provided under this Annex, whether such access is given by Customer, by Nokia at Customer's request, or by a third party authorized by Customer.

2. LICENSE GRANT; RESTRICTIONS.

2.1. License Grant. Unless otherwise specified in a separate Annex for specific Software, subject to Customer's compliance with the terms of this Agreement, and upon Nokia's receipt of full payment of the applicable Fees, Nokia grants Customer a nonexclusive, non-transferable, non-sublicensable, revocable, limited license and right to install and use Software and Documentation specified in a Quotation referencing this Agreement upon Delivery thereof, up to the Licensed Capacity, and within the Territory specified in the Quotation, solely for Customer's internal business purposes, during the License Term, (a) where provided for use with Nokia Equipment, solely in connection with the Nokia Equipment, or (b) where provided for use in a Cloud Environment, solely for use in the Cloud Environment as described in the applicable Documentation. Customer may exercise its rights through third-parties ("Consultants") in order to deliver services to Customer, provided that Consultants are under written obligation to comply with this Agreement, and Customer assumes full responsibility for the actions of its Consultants in connection with such use.

2.2. General Restrictions. Customer has no right, and no right to permit third parties, to: (i) directly or indirectly, by electronic or other means, reproduce, copy (except to make one copy for archival purposes), publish,

display, disclose, rent, lease, sub-license, modify, loan, distribute or create derivative works based on Software or Documentation, or parts thereof, or make any parts of Software accessible on a computer network external to Customer or its organization; or (ii) translate, reverse engineer, decompile, transmit, disassemble, re-engineer or otherwise attempt to discover the source code of Software, or element thereof; or (iii) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Software; or (iv) merge elements of Software with other software or otherwise use Software, or elements thereof, other than as set forth in this Agreement; or (v) use the software in any hazardous environments requiring fail-safe performance in which their failure could lead directly to death, personal injury or severe physical or environmental damage; or (vi) engage in hosting, time-sharing, service bureau, remote processing service, rental service, software as a service, application service provision, or similar third-party service, and with no right to sublicense or provide cloud or other similar services to third parties. Customer agrees never to remove copyright, trademark and other proprietary notices or other forms of identification affixed to Software, Documentation, or elements thereof.

Customer will only use APIs identified as “published” in Documentation, and only as described therein to support the authorized use of Software. Customer may only make limited numbers of copies of Software or Documentation as required to support the permitted use of Software as expressly authorized in this Annex and will ensure that such copy includes proprietary notices contained in Software or affixed thereto as received from Nokia. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law. If Customer becomes aware of a breach by a User of its obligations under this Annex or through unauthorized access of User’s account, then Customer will immediately notify Nokia and terminate the relevant User’s access to Software.

- 2.3. **Limited Right to Decompile in the EU:** If Customer uses Software within the European Union, then the European Directive 2009/24 will apply to the examination and/or de-compilation of Software to obtain the information necessary for the Customer to achieve interoperability. However, the Customer may not perform such examination and/or de-compilation of Software without first having requested the information from Nokia, by making a sufficiently detailed written request to do so to Nokia and having permitted a reasonable time (at least thirty (30) days) for receipt of such information. Nokia may, at its option, offer support or assistance for establishing interoperability.
- 2.4. **U.S. Government Commercial License Rights.** The Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation” respectively, as defined in DFAR Section 227-7202 and FAR 12.212 as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement, all provisions of this Agreement shall apply to the U.S. Government.
- 2.5. Upon the expiry of the License Term, Customer’s rights to access, use, or receive the subject Software automatically terminates. Customer will immediately cease using the Software, remove and destroy all copies of the Software, Documentation and other Nokia Confidential Information relating to such Software in its possession or control, and certify such removal and destruction to Nokia. If Software is made available without a license key, this does not constitute an extension of Customer’s rights-to-use the Software beyond the License Term.

3. FOSS AND OTHER LICENSES

- 3.1. If Software contains FOSS packaged separately from or integrated with Software, then information will be made available to Customer, either in the FOSS itself, on the website from which the download of FOSS is made available, or from Nokia upon Customer’s request, indicating the FOSS license terms, and containing required acknowledgements, legends and/or notices.
- 3.2. FOSS included with Software is distributed (not licensed) to Customer subject to the applicable open-source license terms identified on, in or with the FOSS. Nokia will, however, consider any such FOSS that is integrated with the Software as being covered by all other terms and conditions of this Annex that apply to such Software, to the extent permissible by the applicable FOSS licenses.
- 3.3. **Other Licenses.** If Software contains third-party software that is provided subject to a clickwrap license (“Additional License”), then the terms of the Additional License will be delivered to Customer, such as in a separate license .txt file or as part of a separate click-to-accept agreement, and will govern use of such Software by Customer to the extent Nokia does not have a right to supersede them. Nokia’s licensors are third-party beneficiaries of this Agreement with respect to their software and documentation.

4. TOOLS, WORKFLOWS, ARTIFACTS.

- 4.1. If and to the extent Nokia delivers Software with workflows and/or artifacts in non-compiled code form, and/or includes or is accessible by means of Nokia proprietary or FOSS tools then, subject to Section 4.2, Customer may use the tools (i) to apply and deploy the workflows and/or artifacts as made available by Nokia, and (ii) to adapt or modify workflows and/or artifacts, in both cases solely within and for its own business operations, and subject to Section 4.2 below. Nokia and its third-party licensees may, without breach of Customer's Confidential Information, use the same tools to make and deploy adapted workflows and/or artifacts that may be similar to the workflows and/or artifacts made and adapted by Customer (or its third-party contractors) using the same tools. Customer and/or its Users shall not assert intellectual property infringement or misappropriation claims against Nokia or Nokia's third-party licensees who use (or have used) the tools, based on similarities referenced in sub-paragraph (i) above.
- 4.2. **Modification of Workflows and Artifacts by Customer or Third Parties:** Customer shall provide Nokia with reasonable written advance notice of its intention to modify or adapt, or to contract a third party to modify or adapt, workflows and/or artifacts provided by Nokia with Software. Customer shall ensure that Nokia is given the opportunity to timely validate the result of work done by Customer or any such third parties to modify or adapt Nokia workflows and/or artifacts, before these modified or adapted workflows and/or artifacts are put into commercial service by Customer, as they relate to the operation of other Software licensed and delivered to Customer by Nokia. Nokia is entitled to charge Customer for the provision of professional services to perform such validation. Customer in each case uses such workflows and/or artifacts as modified or adapted by Customer or third parties at its own risk, even if validated by Nokia.
5. **DELIVERY OF SOFTWARE; ACCEPTANCE.** Unless otherwise set forth in a Quotation, delivery of Software occurs when Nokia makes Software available to Customer via electronic download from the Nokia Support Portal (by means of a license key provided by Nokia solely for the purpose of accessing that specific download), or if the Software is not downloadable, by way of example, embedded Software into the Equipment or if local regulations in country does not allow electronic download of the Software, then Nokia ships tangible media containing Software to Customer's site in which case Nokia's proposed Incoterms shall apply to the delivery of such Software on tangible media. Risk of loss transfers to Customer upon shipment in the case of Software provided on tangible media. Software shall be deemed accepted upon delivery.
6. **LIMITED WARRANTY**
- 6.1. **Software Performance Warranty.** Subject to Customer's compliance with the terms of the Agreement, Nokia warrants that the Software, as delivered by Nokia and when used in accordance with the Documentation and, where applicable, in the Cloud Environment as described by Customer to Nokia prior to the Quotation, will substantially conform to the Documentation for a period of three (3) months from delivery. If the Software does not comply with this warranty and such non-compliance is reported in writing by Customer to Nokia within the three (3) month warranty period, Customer's exclusive remedy and Nokia's entire liability shall be for Nokia to provide a patch, bug fix or maintenance update as is available at the time of the reported defect. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY SOFTWARE FOR WHICH A NONPRODUCTION OR NONCOMMERCIAL LICENSE IS GRANTED TO CUSTOMER, AND ALL FOSS, IS FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT A WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.
- 6.2. Notwithstanding any provision of this Agreement to the contrary, Nokia has no warranty obligations under this Annex to the extent any Software: (a) has been modified, altered, adapted, repaired, reworked, or incorporated into and with any solutions by anyone other than Nokia or an entity authorized in writing by Nokia to do so; or (b) a defect results from: (i) operator error; (ii) use in a manner not in accordance with the related Documentation or other written instructions; (iii) failure to implement any new releases, upgrades or updates to the Software; or (iv) use of Software in combination with any non-Nokia product.
- 6.3. **WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FAIL-SAFE PERFORMANCE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NOKIA MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE, UPDATES OR UPGRADES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE, AND UPDATES WILL BE UNINTERRUPTED OR ERRORFREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

- 6.4. The Software is designed and intended for standard commercial uses as specified in the applicable Documentation. Customer hereby agrees that the use of Software not in accordance with the Documentation shall be at Customer's sole risk. Use of Software in military defense systems without prior written authorization from Nokia is prohibited.

7. CUSTOMER RESPONSIBILITIES.

- 7.1. **Security of Customer Systems.** Customer is responsible for the security of Customer Systems on which Software is installed, runs or with which it interacts (including the Cloud Environment), and Customer will take commercially reasonable steps to exclude malware, viruses, spyware, and similar from Customer Systems.
- 7.2. **Records and Audit.** Customer will keep complete, transparent, and accurate records with respect to use of the Software and provide all information that Nokia reasonably requests to verify Customer's compliance with this Annex. Nokia may, upon reasonable advance notice, conduct an audit of Customer's compliance with this Annex. Customer will permit Nokia or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Nokia in determining compliance with this Annex. If such an audit reveals any underpayment or non-payment of Fees related to Software, e.g., for use exceeding any Licensed Capacity or beyond any License Term, then Customer shall make prompt payment (or adjustment, where applicable) of the underpaid/unpaid amount due, in addition to Nokia's reasonable audit costs.
- 7.3. **Maintain Cloud Environment.** Where applicable, Customer will be responsible for maintaining and supporting the Cloud Environment on the conditions and with configurations and reference architecture as agreed as of the date of the applicable Quotation. Customer shall not make any changes to the Cloud Environment until Nokia has given its written consent to proposed changes.
- 7.4. **Artificial Intelligence Capabilities.** Software may include advanced artificial intelligence (AI) capabilities designed to enhance user experience and provide intelligent solutions. To ensure the responsible use of any AI capabilities within the Software, Customers are responsible for ensuring end-users do not use the AI capabilities for any illegal, harmful, or unethical activities. This includes, but is not limited to:
- 7.4.1. Generating or spreading false information or propaganda.
 - 7.4.2. Engaging in activities that violate privacy, such as unauthorized data collection or surveillance.
 - 7.4.3. Promoting discrimination, hate speech, or harassment against individuals or groups.
 - 7.4.4. Creating or distributing malicious software or engaging in cyber-attacks.
 - 7.4.5. Facilitating any form of fraud or deception.
 - 7.4.6. Manipulative techniques to materially distort a person's behavior in a manner that causes or is likely to cause that person or another person physical or psychological harm.
 - 7.4.7. Exploitation of Vulnerabilities, such as age, gender, sex, sexual orientation, religion, nationality, and physical and mental disabilities, to materially distort a person's behavior in a manner that causes or is likely to cause that person or another person physical or psychological harm.
 - 7.4.8. Social Scoring by public authorities or on their behalf for the evaluation or classification of the trustworthiness of natural persons over a specific period based on their social behavior or known or predicted personal or personality characteristics, with the social score leading to detrimental or unfavorable treatment of certain natural persons or whole groups.
 - 7.4.9. Real-Time Remote Biometric Identification of natural persons in publicly accessible spaces for the purpose of law enforcement, except in certain narrowly defined and regulated circumstances.
 - 7.4.10. Any other use of AI capabilities that is prohibited under applicable law or regulation, as amended from time to time.

8. **MAINTENANCE AND SUPPORT.** Nokia has no obligation under this Annex to offer maintenance or technical support services for the Software. Any maintenance or technical support shall be purchased separately and is subject to Nokia's then-current Services terms and renewal policies, including end-of-life notifications. Any use of such Services for Software purchased under this Annex without a valid subscription is a breach of the Agreement.

Annex 3

Standard Services Terms

1. **DEFINITIONS.** Any capitalized terms not otherwise defined in this Annex shall have the same meanings as set forth in the Agreement.

"Invoicing Milestone" for Services, means (a) for recurring Services, upon the commencement of the recurring Services; and (b) for non-recurring Services, when the non-recurring Service is performed, as further described in the applicable Service Description.

"Service Description" means the statement of work (SOW) or other document(s), including the relative Appendices, in which the scope of Services to be performed under a specific Quotation are described.

2. **APPLICABILITY.** The terms of this Annex shall apply to Nokia Services identified in a Quotation under the Agreement. Nokia will provide the Services as set forth in the applicable Service Description attached to or incorporated by reference in the applicable Quotation. The Services are limited as stated in the applicable Service Description and are provided for the Nokia Offerings that are maintained in accordance with Nokia's Documentation.

3. **ACCEPTANCE.** Acceptance of any Services shall be deemed to occur as such Services are performed, unless otherwise agreed in writing in the applicable Service Description.

4. Customer shall not change the substance, content, specifications, deliverables, or requirements of Services already ordered or being performed without Nokia's prior written consent. Nokia shall have the right to adjust pricing and charges to reflect any agreed changes to the substance, content, or specifications of Services. Any modification to the substance, content, specifications, deliverables, or requirements of Services shall only be effective when documented in a written amendment signed by both Parties that includes applicable pricing adjustments.

5. **SERVICES WARRANTY.**

- 5.1. **Performance Warranty and Remedy.** The Services will be delivered as specified in the applicable Service Description in a timely manner, using due care and professional diligence. If a Service does not substantially comply with the description as specified in the applicable Service Description, Customer's exclusive remedy is for Nokia to re-perform the respective Service.

- 5.2. **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.

- 5.3. 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.

6. **CUSTOMER RESPONSIBILITIES.** Customer shall be responsible for the following general obligations. More detailed obligations may be contained in the applicable Service Description. Failure to comply with any of these obligations shall affect the availability and/or pricing of the Services.

Customer shall:

- Provide the name of the Customer Project Manager who will function as the Single Point of Contact (SPOC) for all Customer related discussions, information exchange, and issue resolution;
- Provide Nokia with all information reasonably requested by Nokia necessary for the performance of the Services, including without limitation providing technical configuration information;
- Perform all agreed-upon Customer owned activities, including review of documents submitted for Customer approval, in a timely manner and with quality sufficient to avoid hindering Nokia's ability to perform its activities under the Service Description;
- Secure the cooperation of any third party separately contracted by Customer as required for timely completion of the Services;
- Obtain from any third party contracted separately by Customer any license rights necessary for the completion of the Services.
- Provide access to facilities and systems as required.
- Ensure all deployment pre-requisites are in place.
- Provide Nokia remote access to the hardware and/or software in scope.
- Sign work or Services completion form provided by Nokia to accept the Services.
- Ensure all Services pre-requisites as described in the applicable Service Description, are in place prior to Services commencement.

For clarity, each Party's personnel must be competent and capable to communicate effectively with each other and with technical knowledge and skills suited to the tasks. Customer understands that Nokia's performance is dependent on Customer's timely and effective satisfaction of Customer's responsibilities under this Annex and any applicable Quotation or Service Description, including timely decisions and approvals. If Customer fails to meet any of these responsibilities, Nokia will be excused from performing its obligations until Customer provides what Nokia requires to perform.

7. **NOKIA PERSONNEL; TOOLS.** Nokia reserves the sole right to determine the assignment of its personnel to perform the Services. Nokia personnel shall at all times be subject to the employment conditions of Nokia and not those of Customer. Nokia shall ensure that all personnel assigned to perform the Services are suitably skilled for the respective tasks assigned. If Nokia's personnel are present on Customer premises, the Nokia personnel shall respect Customer on-site conditions.

Nokia may use proprietary tools and software for providing this Service. The stated price does not include the sale, licensing or transfer of such tools to Customer. Further, Nokia has the right to introduce new, technologically advanced methods of providing and delivering the Services, including, but not limited to, automation, artificial intelligence, and/or remote access to Customer network for the purpose of reducing overall execution time of service delivery. The new methods will be in full compliance with the obligations contained in this Agreement and shall not constitute a Change Request or give rise to a change order process.

8. OWNERSHIP OF INFORMATION AND LICENSES.

8.1. **Nokia Ownership.** Customer understands that Nokia is in the business of providing services drawing upon the knowledge, understanding and expertise Nokia has gained from working with many varied customers. Nothing in this Agreement will be deemed to assign rights to or limit Nokia's use of any information, know-how or knowledge to the extent it does not contain Customer's Confidential Information. The documentation and any other information in any form made available to Customer as part of Services remain the property of Nokia or, if applicable, the property of its third-party licensors. All improvements, modifications and updates to Services or related Nokia Offerings including those based upon observations, recommendations, or suggestions made by the Customer may be used by Nokia without restriction and shall be Nokia's sole property.

8.2. **License Grant by Customer.** Customer hereby grants to Nokia a non-exclusive, personal, royalty-free and non-transferable license to make, have made, use, execute, perform, copy (as reasonably necessary), display, modify and make derivative works under any and all intellectual property rights owned by Customer to the extent necessary for furnishing Services and deliverables under this Agreement and to perform its obligations under this Agreement. Except as expressly set forth in this Agreement, no right or license is either granted or implied by either Party to the other with respect to any technical or business information, or with respect to rights in any patents, trademarks, copyrights, trade secrets, mask work protection rights, and other intellectual property. Subject to Customer's right, title and interest in Customer's Confidential Information, any and all inventions, derivative works, improvements, developments or innovations that Nokia (and its

contractors or consultants, as the case may be) may make, conceive or devise in the course of performing Services and/or furnishing deliverables under this Agreement, are the sole and exclusive property of Nokia, including all patents, copyrights, trademarks and trade secrets embodied in them.

8.3. 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, Equipment and/or the Documentation must not be altered or removed by Customer.

9. BUSINESS HOURS. All work will be performed during business hours (from 8:00 AM to 5:00 PM) where the Nokia Offerings are being operated (excluding weekends and public holidays) - unless different working hours/schedule have been specified in the Service Description. Special cases shall be managed cooperatively by both Parties, for example, for planned maintenance windows.

Annex 4

Standard SaaS Terms

1. **DEFINITIONS.** Any capitalized terms not otherwise defined in this Annex shall have the same meanings as set forth in the Agreement.

“Admin Information” means the information that Customer provides to Nokia for the purpose of creating or administering Customer Account and/or permitting Customer to access the SaaS Services, which may include, for example, contact e-mail addresses and telephone numbers of Customer’s employees.

“Associated Professional Service(s)” means pre-defined professional services associated with the SaaS Services, provided as add-ons to SaaS Services and set forth in the applicable SSD. The term “Associated Professional Services” does not include SaaS Services or other professional services.

“Cloud Infrastructure” means the infrastructure-as-a-service or platform-as-a-service procured by Customer and mutually agreed by both Parties in the applicable SSD, supporting the operation of the BYOC Services. For clarity, the Cloud Infrastructure does not include any Nokia software running or supporting the BYOC Services.

“Customer Account” means the information systems access account set up by Nokia for Customer and for named individuals representing Customer as a means to manage Customer’s purchases from Nokia and access to and use of the SaaS Services.

“Customer Content” means data, materials, and any other content provided, submitted, uploaded, transmitted, or stored by or on behalf of Customer through the Service Offerings. For clarity, Customer Content excludes Nokia technology, software, algorithms, methodologies, know-how, Nokia Data, or other Nokia Intellectual Property Rights, and all derivative works of Nokia Data and Nokia Intellectual Property Rights. Unless, otherwise specified in the applicable SSD, reports, analyses, outputs and other materials generated through the Service Offerings constitute Nokia Intellectual Property and not Customer Content.

“Customer Solution” means Customer’s service that incorporates or integrates the SaaS Services purchased by Customer from Nokia and that Customer makes available to End Users, under Customer’s brand and logo and subject to a contract between Customer and End User.

“Customer User(s)” means (i) Customer’s employees, subcontractors and their employees, as applicable, authorized by Customer and on behalf of Customer to access and use the Service Offerings in accordance with this Agreement; and (ii) where applicable, End Users.

“Enabling Software” means any software and/or associated materials that Nokia makes available to Customer to use locally for purpose of facilitating or enabling access to and use of the SaaS Service, as identified in the applicable SSD. For the avoidance of doubt, Enabling Software excludes any Nokia software running the SaaS Services.

“End User(s)” means any individual who or entity that has entered into and maintains a contract with Customer to obtain access to Customer Solution and accesses or uses the SaaS Services through Customer Solution. The use of the Service Offerings by End Users is considered Customer’s use of the Service Offerings and as part of the Customer’s entitlement or usage to the Service Offerings purchased by Customer.

“Nokia Data” means (i) the data generated by Nokia or the Service Offerings, as part of the SaaS Services consumed by Customer; and (ii) the data used by Nokia to operate and provide the Service Offerings to Customer, including configurations, environment data, performance data, improvement, logs, statistics, reports about usage, availability, integrity and security of the Service Offerings. Nokia Data does not include Customer Content, Admin Information and Customer Personal Data.

“Non-Compiled Code” means non-compiled software artifacts used solely in connection with certain functionalities in the applicable SaaS Service, and accessible to and modifiable by Customer, including but not limited to workflows and scripts, as identified in the applicable SSD.

“SaaS Service(s)” means the specific software-as-a-service offering made available by Nokia and specified in the SSD. SaaS Services include any applicable documentation related to the SaaS Services and provided by Nokia under this Agreement. Certain SaaS Services may contain the Enabling Software and/or Non-Compiled Code.

“SaaS Service Scope Document” or **“SSD”** means the document describing the scope of the Service Offering, stating that it is governed by this Annex, and executed by the Parties.

“Section” means a reference to specific section of this Annex.

“Service Offering(s)” means the SaaS Services and Associated Professional Services, both set forth in the SSD, provided by Nokia under this Annex, whether collectively or individually, as the context may require.

“Subscription(s)” means a right to access and use the SaaS Service, subject to this Annex and payment of any applicable fees, during the Subscription Term.

“Subscription Term” means the time period specified in the Order Confirmation for which a Subscription is made available to Customer, unless terminated earlier in accordance with this Annex. Any renewal constitutes a new Subscription Term.

“Supplemental Terms” means additional terms and conditions applicable to a particular Service Offering, as attached hereto.

“Territory” means the country or region where Nokia makes the Service Offerings available to Customer.

“Trial Period” means the period of time that Customer accesses and uses the applicable SaaS Service for evaluation or trial, as defined in the applicable SSD.

2. GRANT OF RIGHT TO ACCESS

2.1. Right to Access the SaaS Services. Subject to Customer's compliance with this Annex (including all payment of applicable fees) and the Agreement, Nokia grants to Customer a non-exclusive, revocable, non-transferrable, and non-assignable limited right to access and use the applicable SaaS Service in accordance with the applicable SSD during the applicable Subscription Term in the Territory.

2.2. Term License to the Enabling Software and Non-Compiled Code. If Nokia provides Customer with certain Enabling Software and/or Non-Compiled Code for use with the SaaS Service, such Enabling Software and/or Non-Compiled Code is provided as part of the SaaS Service. Subject to Customer's compliance with this Annex (including all payment of applicable fees) and the Agreement, Nokia grants to Customer a non-exclusive, revocable, non-transferrable and limited right to, during the applicable Subscription Term and in the Territory, (i) use the Enabling Software delivered to Customer, and (ii) use, modify, or customize the Non-Compiled Code delivered to Customer, solely in conjunction with the use of the applicable SaaS Service.

2.3. General Restrictions. Customer shall not, and shall not cause or permit others to, access and use the Service Offerings (including Enabling Software and Non-Compiled Code) in a manner other than as expressly authorized in this Annex. Without Nokia's written consent, Customer shall not, and shall not permit others to, copy, modify, disassemble, resell, lease, sublicense, timeshare, or otherwise transfer, assign, distribute, publicly display, derive source code from, commercialize the access to, or permit any third parties to access, the Service Offering (including Enabling Software and Non-Compiled Code).

2.4. Ownership/Title. Nokia or its licensors retain all ownership and Intellectual Property Rights in and to the Service Offering, including all copies, improvements and derivative works thereof, and anything developed or delivered by or on behalf of Nokia under this Annex. Customer's rights to use the Service Offering shall be limited to those expressly granted in this Annex. All rights not expressly granted to Customer are retained by Nokia and/or its licensors. Nokia shall own any and all Nokia Data.

2.5. FOSS. If and to the extent any free or open source software (FOSS) included in or with Enabling Software or Non-Compiled Code is distributed by Nokia to Customer under this Annex, then applicable FOSS information will be made available, either in the FOSS itself, on the website from which the download is available, or from Nokia upon Customer's request, indicating the license under which such FOSS was released, and containing required acknowledgements, legends and/or notices. Customer's rights to use the FOSS are governed by the license originally applicable to the FOSS.

2.6. Additional Licenses. Certain software included in or with Enabling Software or Non-Compiled Code may be delivered with its own specific license provided to Customer as a separate license (“Additional License”), such as in a separate license.txt file or as part of a separate click-to-accept agreement. The terms of such Additional License will govern Customer's use of such software to the extent that Nokia does not have a right to replace or modify them with the license terms set forth in this Annex. Nokia's licensors are third-party beneficiaries with respect to their software.

2.7. Others. Except for the limited license granted in Section 4.2 of this Annex, no license is granted to any Nokia software running or supporting the SaaS Services. Customer's right to use any Enabling Software and/or Non-Compiled Code will terminate at the end of the Subscription Term associated with the applicable SaaS Service, and the foregoing Enabling Software and Non-Compiled Code may be automatically rendered non-functional. During the Subscription Term, Nokia may update the SaaS Services to reflect improvement on its security and privacy practices, and/or changes in, among other things, laws, regulations, rules, technology, industry practices, and patterns of system use. Nokia updates to the SaaS Services will not materially reduce the level of performance, functionality, security or availability of the SaaS Services during the Subscription Term.

3. CUSTOMER USERS AND THE USE OF SERVICE OFFERINGS

3.1. Customer Users. Nokia is not responsible for Customer Solution. Nokia does not provide any services or support to End Users unless Nokia has a separate agreement with Customer or with an End User obligating Nokia to provide such services or support. Customer will be deemed to have taken any action that it permits, assists or facilitates any person or entity to take related to this Annex, Customer Content, or use of the Service Offerings. Customer is solely responsible for Customer Users' access to or use of Customer Content and (elements of) the Service Offerings, and for their compliance with Customer's obligations under this Annex.

If Customer becomes aware of a breach of its obligation under this Annex caused by Customer User, Customer shall immediately notify Nokia and terminate the relevant Customer User's access to Customer Content or the Service Offering. Customer shall not be, and shall ensure Customer Users are not, part of the Government of the United States of America, including but not limited to government authorities, entities or military (collectively as "USG"), and/or not working on behalf of USG or supplying USG with hardware or services. If Customer engages third parties to assist it in obtaining access to or using the Service Offering, Customer must ensure that such third parties and their representatives: (i) act solely for Customer's benefit and in a manner consistent with this Annex; and (ii) are bound to do so by a written agreement that protects and allows Nokia to enforce its rights and obligations. Customer shall be solely responsible for obtaining and ensuring compliance with all requisite permissions, licenses, and authorizations necessary to enable Customer Users to utilize the Service Offerings. This includes but is not limited to any legal, regulatory, or administrative requirements mandated by relevant authorities. Nokia shall not, under any circumstances, be held liable for the usage of the Service Offerings by Customer Users, if Customer fails to obtain the necessary authorizations. The responsibility for checking and obtaining such authorizations before any authorized usage of the Service Offerings rests solely with Customer.

3.2. Acceptable Use Policy. Customer shall not, and shall not cause or permit Customer Users or any others to, (a) use the Service Offerings to violate any applicable law, regulation, governmental order or decree, or third parties' rights; (b) use the Service Offerings to obtain unauthorized access to, or interfere by any means with, any user, system, network, service, or account, including evasion of filters or breach of the security or integrity of any network or system, or impair anyone else; (c) reverse engineer, decompile, disassemble, harm the SaaS Services, impair anyone else's use of the SaaS Services, or distribute spam or malware; (d) use the Service Offerings to include any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (e) perform vulnerability scanning, penetration testing, network discovery, port and service identification, password cracking of the SaaS Services; (f) use the Service Offerings to harass or to encourage or facilitate any violence or interference against any person, entity or government (including the use of SaaS Services as or in support of a weapon of any kind), or to help any person, entity or government launch cyberattacks; (g) disable, tamper with, or otherwise attempt to circumvent any billing mechanism that measures use of the SaaS Services; (h) use the Service Offerings (including any associated Enabling Software and Non-Compiled Code) in any hazardous environments requiring fail-safe performance (e.g., aircraft navigation or communications systems, air traffic control, in the operation of nuclear facilities, direct life support machines, military defense systems, etc.) in which their failure could lead directly to death, personal injury or severe physical or environmental damage) ((a) through (h) collectively, the "Acceptable Use Policy"). In addition to other rights that Nokia has in this Annex and the Agreement, Nokia has the right to take remedial actions if the Acceptable Use Policy is violated, including (i) suspending or terminating Customer Account and Customer's access to the SaaS Services; (ii) Removing or disabling access to the part of Customer Content that violates the Acceptable Use Policy; (iii) bringing legal proceedings against Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the non-compliance; and/or (iv) making disclosure of such information to law enforcement authorities as Nokia reasonably determines necessary or appropriate. Unless Nokia believes an immediate suspension or termination is mandated based on the facts, Nokia will provide Customer with reasonable notice before suspending or terminating Customer's access to the SaaS Services.

3.3. Customer Set Up and Responsibilities. It is Customer's responsibility to ensure that the Service Offerings are suitable for Customer's purpose of use and meet its requirements for the Service Offerings. Customer is responsible for acquiring and maintaining the hardware (if applicable), access to internet, connectivity, software (such as compatible browser), system, consent, permits, approvals, or any other resources necessary for Customer's access to and use of the Service Offerings.

3.4. Hosting of the SaaS Services. Nokia will host the SaaS Services from the location specified in the applicable SSD. Nokia has the right to use the services of subcontractors to host the SaaS Services.

4. SAAS SERVICE ACTIVATION, ADD-ONS, SUBSCRIPTION, AND RENEWAL

4.1. SaaS Service Activation. Nokia will activate the SaaS Service and provide Customer with access to the SaaS Service. Unless otherwise agreed upon in the applicable SSD, (i) a SaaS Service shall be deemed to have been accepted on the date when Nokia notifies Customer, which could be way of an electronic mail, that the SaaS Service is available to Customer for access and use ("Service Activation Date"); and (ii) Subscription Term of a SaaS Service will begin on its Service Activation Date.

4.2. Add-ons. Subject to additional fees, Customer may purchase add-on SaaS Services and Associated Professional Services from Nokia during the applicable Subscription Terms. The add-on SaaS Services and Associated Professional Services options are specified in the SSD. Each add-on SaaS Service shall be deemed to have been accepted on its own Service Activation Date. Each Associated Professional Service is

subject to the mutually agreed acceptance process and criteria specified in the applicable SSD. In absence of the acceptance criteria in the applicable SSD, the Associated Professional Service shall be deemed to have been accepted on the date (i) in case of a recurring service, when the Associated Professional Service is commenced; or (ii) in case of a non-recurring service, when the Associated Professional Service is performed.

4.3. Renewal. Subscription will automatically renew for the same length as the preceding term, with the same scope as the expiring Subscription, unless (i) Customer notifies Nokia in writing at least thirty (30) days before the end of its then-current Subscription Term of its intention not to renew; or (ii) Customer elects not to auto-renew at the time of the initial order placed with Nokia. There is no acceptance procedure for any renewal Subscription. Nokia will notify Customer reasonably in advance of any renewal term if there are fee changes. The new fees will apply for the upcoming renewal term unless Customer promptly notifies Nokia in writing, before the renewal date, that it does not accept the fee changes. In that case, Customer's Subscription will terminate at the end of the current Subscription Term. For clarity, Customer's access to the SaaS Service through the renewal Subscription is subject to Customer's acceptance and payment of Nokia's then-current fees for the SaaS Service.

4.4. Termination of Access to the SaaS Services. Unless the Subscription to a SaaS Service is renewed, or Customer purchases a new Subscription from Nokia, Customer's right to access such SaaS Services expires at the end of the respective Subscription Term. Customer has no further rights to access and use the SaaS Services after the end of the applicable Subscription Term.

5. CUSTOMER ACCOUNT, SERVICE ENTITLEMENT AND VERIFICATION

5.1. Customer Account and Login Credentials. Access to the SaaS Services is provided through a Customer Account that Nokia establishes for Customer. In order to establish a Customer Account, Customer may provide Nokia with Admin Information. Customer is responsible for all activities that occur under the Customer Account, regardless of whether the activities are authorized by Customer or undertaken by Customer, its employees or a third party. Customer shall obtain the consent from each individual user of Customer Account to have such Admin Information collected and used by Nokia in accordance with the Nokia Privacy Notice. Customer shall ensure at all times the accuracy, currency, and security of the registration information related to the Customer Account. The login credentials of the Customer Account are provided by Nokia for Customer's internal use only and Customer shall keep them confidential and not sell, transfer or sublicense them to any other entity or person.

5.2. Service Entitlement. The applicable limits to the agreed metrics as to how Customer may engage in the use of each Service Offering will be specified in the applicable SSD. If Customer exceeds the limits, Nokia will charge Customer separately for its use of the Service Offering exceeding the entitlement purchased by Customer, for instance Customer Users numbers, unit numbers, capacity, or other metrics, at Nokia's then-current fees.

5.3. Verification. Customer will provide information or materials that Nokia reasonably requests to verify Customer's compliance with this Agreement. Nokia may, upon reasonable advance notice and no more than once per year, conduct such verification. Customer will permit Nokia or its authorized agents to access facilities, books, systems, and servers during regular business hours, and take all commercially reasonable action to assist Nokia in determining compliance with the Annex. If the verification process reveals Customer's usage exceeds the Subscription entitlement Customer has purchased, Nokia will invoice Customer for any such discrepancy. If the verification discloses a reported error of five percent (5%) or greater with respect to the usage of Subscription entitlement purchased, Customer shall fully reimburse Nokia, promptly upon demand, for the reasonable fees and disbursements for completing such verification. Otherwise, Nokia shall be responsible for the cost of each such verification.

6. FEES, ORDERING, AND INVOICES

6.1. Fees. The applicable pricing mechanisms and fees are set out in the applicable SSD. Fees due for Service Offerings purchased under this Annex are specified in the Order Confirmation in accordance with the applicable SSD. All fees due and payable to Nokia are non-cancellable and the sums paid are non-refundable.

6.2. Fee Review. Nokia reserves the right to review and adjust the fees periodically with respect to Subscriptions and other services by notice to Customer at least thirty (30) days prior to the effective date of any such change. The fee adjustment will not affect any order submitted by Customer and accepted by Nokia prior to the fee change.

6.3. Ordering. Each Purchase order issued in accordance with this Annex to purchase any Service Offering shall contain the following information: (i) Customer's full name and address; (ii) the order number and date; (iii) contract reference number referring to this Agreement and the applicable SSD; (iv) itemized description of the Service Offerings that Customer desires to purchase, according with the applicable SSD; (v) Subscription Term, if applicable; (vi) job site address; (vii) "bill-to" address, including: contact name, phone number,

address, and email; and (viii) the price of the itemized Service Offering and total price of the order, pursuant to the applicable SSD. Each purchase order is subject to Nokia's review and written acceptance. When Nokia accepts the purchase order, Nokia will issue a written confirmation ("Order Confirmation"). Upon the Order Confirmation, the purchase order accepted by Nokia becomes binding on the Parties, is governed by the terms of this Annex, and cannot be terminated for convenience.

- 6.4. Invoices.** Nokia will issue invoices according to the applicable Invoicing Milestone, as follows: unless otherwise agreed upon in the applicable SSD, (a) for each Subscription, upon the applicable Service Activation Date, quarterly in advance; (b) for recurring Associated Professional Services, upon the commencement of the recurring Associated Professional Services; and (c) for non-recurring Associated Professional Service, when the non-recurring Associated Professional Service is incurred or performed. A one-time on-boarding fee may be charged in relation to the SaaS Service, if it is agreed in the applicable SSD, in which case, Nokia will invoice Customer in accordance with the applicable SSD. If Customer uses more of its entitlement than earlier agreed in the applicable SSD, such as Customer Users numbers, capacity or other metrics, or if there are 'usage based' charges, Nokia will invoice Customer for such additional usage monthly or in the next invoice at Nokia's then-current fees.

7. BRING YOUR OWN CLOUD SERVICE

- 7.1. General.** Provided that Nokia accepts Customer's BYOC Service order in the Order Confirmation, or upon Nokia's written approval on Customer's change request that Customer wishes to transfer a subscribed SaaS Service to a BYOC Service, Nokia may offer Customer access to and use of the SaaS Service which is deployed and hosted by Nokia in a Cloud Infrastructure designated by Customer ("BYOC Service"), subject to this Annex including applicable Fees, the Agreement and other terms and conditions contained in the applicable SSD or an agreed and signed statement of work, if applicable. The detailed BYOC Service description and the share of responsibilities in connection with the BYOC Service shall be agreed by the Parties and set forth in the SSD. Nokia is not responsible and liable for any failure or delay in the BYOC Service performance due to any reasons attributable to Customer and/or the Cloud Infrastructure.
- 7.2.** Customer shall be responsible for procuring, preparing and maintaining any hardware, software, connections, or services as required for its use of the BYOC Service. It is Customer's sole responsibility to set up, maintain and update the Cloud Infrastructure including but not limited to its conditions, connectivity, configurations, and security to satisfy the Cloud Infrastructure requirement agreed by the Parties and specified in the SSD. Customer shall bear all the costs and expenditures incurred in connection with or arising out of the Cloud Infrastructure in this Agreement.
- 7.3.** In order to provision the BYOC Service, Nokia shall have the necessary control over the BYOC Service. Customer shall not (i) copy, modify, or alter any Nokia software deployed in the Cloud Infrastructure or used to run the BYOC Service; (ii) deploy any new instance of any Nokia software running in the Cloud Infrastructure or in the BYOC Service; or (iii) otherwise interfere with Nokia's management, governance, or control of the BYOC Service in any other matter.
- 7.4.** Customer shall cooperate with Nokia to enable Nokia to perform its obligations under this Annex and the Agreement as applicable, in an efficient manner. This includes but is not limited to providing Nokia with access to the Cloud Infrastructure and the instance of Nokia software used to provide the BYOC Service and to furnish Nokia information as requested by Nokia. Customer agrees to comply with Nokia's suggestion for the implementation of the Cloud Infrastructure, as specified in the SSD. Nokia may monitor the performance of the Cloud Infrastructure solely for the purpose of providing Customer with the BYOC Service or fulfilling Nokia's obligation under this Annex. If Nokia identifies any failure of the Cloud Infrastructure which may impact the performance of BYOC Service and informs Customer of such failure, Customer shall correct or cure such failure within the response time specified in the SSD, from the date that Nokia informs Customer of the failure. Nokia is not responsible and liable for any failure to meet the service level commitment with regard to the BYOC Service before Customer resolves such failure.
- 7.5.** BYOC Service does not include the migration of the BYOC Service on the Cloud Infrastructure to other infrastructure. During the Subscription Term applicable to the BYOC Service, Customer may request to transfer the BYOC Service from the Cloud Infrastructure to other infrastructure (including Nokia infrastructure), by making a written change request to Nokia pursuant to a pre-agreed change request process in the SSD. Customer's change request is subject to Nokia's review and written approval. The infrastructure, which is other than Nokia infrastructure and to which the BYOC Service will be transferred after Nokia's approval, shall be deemed as the Cloud Infrastructure. All Customer's obligations in relation to the Cloud Infrastructure under this Annex shall apply to such infrastructure. All cost incurred related to the BYOC Service migration shall be borne by Customer.
- 7.6.** If Customer is not compliant with the above provisions in Section 7, Nokia takes no responsibility for any failure of meeting the Service Level and/or key performance indicator provided in the applicable SSD.

- 7.7. Upon the termination or expiration of the BYOC Service, Nokia will remove the deployed instance of all Nokia software running or supporting the BYOC Service from the Cloud Infrastructure.
8. **SERVICE LEVELS AND MAINTENANCE**
- 8.1. **Service Levels.** Nokia will perform the SaaS Services in a manner and at a level of service substantially similar to reasonable and current industry standards. The SaaS Services will be provided pursuant to service levels, if any, specified in the applicable SSD.
- 8.2. **Scheduled Maintenance.** Nokia may perform scheduled maintenance of the infrastructure and software used to provide a SaaS Service, during which Customer may experience some disruption to that SaaS Service. Whenever reasonably practicable, Nokia will provide Customer with advance notice of such maintenance. Customer acknowledges that occasionally, Nokia may need to perform emergency maintenance without providing Customer advance notice, during which Nokia may temporarily suspend Customer's access to, and use of, the SaaS Service.
- 8.3. Any outage, unavailability, error, or decay of the SaaS Services that results from the following events (each an "Outage Event") shall be excluded from the service level performance measurement: (i) force majeure event, or internet outage or delays; (ii) scheduled maintenance; (iii) issues attributable to IaaS/PaaS service outage; (iv) Customer's equipment, software, network, or domain name server issues; (v) issues attributable to any fault or negligence of Customer, Customer Users, or any third party (other than any Nokia subcontractors who Nokia has engaged to perform the applicable Service Offering) (e.g., modifying Customer's configuration, scripts, codes without Nokia's authorization, changing the environment which hinders the SaaS Services); (vi) Cloud Infrastructure outage for BYOC Service; (vii) outages requested by Customer; (viii) any suspension by Nokia permitted under this Annex; and (ix) security attacks or required by law or regulatory authorities.
9. **SUSPENSION OF SAAS SERVICES.** Nokia may suspend Customer's (including Customer Users) right to access or use any portion or all of the SaaS Services upon reasonable prior written notice to Customer, if (i) Nokia reasonably determines Customer's (including Customer Users) use of the SaaS Service poses a security risk to, or adversely impacts, the SaaS Service, Nokia, or any third party, or subjects to Nokia or any third party to liability; (ii) Customer breaches the Agreement; or (iii) it is required by law or regulations. The suspension will not relieve Customer's obligation to pay fees, and will be lifted when the reason for such suspension no longer exists.
10. **DATA AND SECURITY**
- 10.1. **Security and Nokia Data.** Nokia uses reasonable efforts to ensure that the SaaS Services conform to the generally applicable data security practices in Nokia's industry and is protected against commonly known data security threats (such as viruses, malware, or other routines designed to permit unauthorized access to computer systems etc.). Nokia's security policies and procedures related to the SaaS Services are described in the applicable SSD. Nokia makes no representations or warranties that the SaaS Services or Customer Content will be secure from any intrusions, cyber-threat, or any other wrongful third-party conduct. Customer is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Customer Content, or from Customer's (including Customer Users) use of Customer Content or the Service Offerings in a manner that is inconsistent with the terms of this Annex.
- 10.2. **Customer Content.**
- 10.2.1. General. Customer or Customer's licensor retain all ownership and Intellectual Property Rights in and to Customer Content. Customer is the controller and shall at all times be responsible for Customer Content. Nokia is not the publisher of and does not claim ownership of, endorse, or control any of Customer Content. Customer shall ensure that Customer Content, and Customer's (including Customer Users) use of Customer Content, will not violate any applicable laws, regulations, or policies. Nokia shall maintain industry standard security controls for ensuring that Customer Content is stored and processed in accordance with industry practices. Unless set forth in the applicable SSD, Nokia does not warrant any data retention and does not store any of Customer Content in the event of the termination or expiry of this Agreement.
- 10.2.2. License to Nokia. Customer hereby grants to Nokia, under all of its rights in and to Customer Content, a non-exclusive, transferable, worldwide, royalty-free, and fully paid-up license to use, copy, reproduce, and modify (in whole and/or in part) Customer Content to the extent necessary for performing Nokia's obligation under this Annex and improving the Service Offerings. Customer acknowledges and agrees that Nokia may use and disclose any of Customer Content that Nokia holds if necessary for Nokia to comply with a legally binding order, subpoena or similar request of a court of governmental or regulatory body.
- 10.3. Customer Personal Data. The data protection privacy provisions of the Agreement apply to the Service Offerings. To the extent Nokia processes Customer Personal Data as a processor or subprocessor, the DPA

attached to the applicable SSD and located at [URL], as amended from time to time, shall additionally apply and is incorporated into, and forms part of, this Agreement.

11. WARRANTIES AND DISCLAIMERS

- 11.1. Warranties.** Nokia warrants that: (i) during the applicable Subscription Term, the SaaS Services shall materially comply with the applicable SSD, and (ii) the Associated Professional Services will be performed in a professional manner in accordance with the applicable SSD. During any Trial Period, this warranty shall not apply. Customer's sole and exclusive remedy and Nokia's entire liability for its breach of this warranty is to correct the applicable Service Offering as necessary to conform to this warranty. Customer must promptly notify Nokia in writing of such breach if and at the time it occurs.
- 11.2. Warranties Exclusion.** Nokia's warranty commitments under this Section 11 are non-transferrable to Customer and apply only provided that Customer has acted fully in conformity with the terms and conditions of this Annex. Nokia's warranty in this Section 11 excludes issues, problems, or defects arising from Customer Content, third-party content, or use of the Service Offerings by Customer (including Customer Users) not in accordance with the terms of this Annex.
- 11.3. Disclaimers.** Nokia disclaims all other warranties, representations and conditions, express, implied and/or statutory, including all warranties, representations and conditions of merchantability, fitness for a particular purpose, and non-infringement in relation to and for the Service Offerings. Further, Nokia makes no representation or warranty that any Service Offering will run uninterrupted, completely secure, error-free, or free of viruses or that the Service Offering will meet Customer's business requirements or operate with Customer's existing systems, services, or content. Nokia disclaims any and all liability for any issues related to the performance, operation or security of the Service Offering that arise from (i) Customer Content; (ii) any third-party content; (iii) issues attributable to cloud service provider (e.g., IaaS/PaaS services outage, cloud service provider data or security breach, technology integrated or provided by cloud service provider); (iv) hardware, software, services provided by third parties outside Nokia's reasonable control; or (v) Outage Event. Nokia shall have no responsibility for determining that Customer proposed or actual use of the Service Offerings complies with applicable laws. Customer acknowledges and agrees that Customer is solely responsible for selecting configurations, policies and procedures in the Service Offerings that are configurable and for assuring that the selection (a) conforms to Customer's policies and procedures; and (b) complies with all applicable laws.
- 11.4.** For the avoidance of doubt, Customer is responsible for any backups and back-hauling of Customer Content and any other information Customer creates in connection with the Service Offering. Unless otherwise specified in the applicable SSD, Nokia will not take any backups and gives no warranties or guarantees that Customer Content will be or remain accessible or stored. Except for Customer Content retrieval as provided in the applicable SSD, after expiration or termination of the respective Subscription Term, Nokia will not maintain, or provide access to, any of Customer Content on behalf of Customer.