

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. Scope of the General Conditions and Definitions

1.1 Unless otherwise stated in section 1.2 below, these general conditions for services (the “**General Conditions**”) shall exclusively apply to and govern all of the Services and the Assignment acquired by Nokia Solutions and Networks Oy (a Finnish limited company) or its Affiliate as may be identified in the purchase order (“**Purchaser**”) from the supplier of the Services as identified in the purchase order (“**Service Supplier**”).

1.2 These General Conditions shall supersede and exclude the general, standard and any other terms and conditions, which may be written on or referred to in any quotation, confirmation, delivery order, invoice or any other document in any technical form used by Service Supplier in selling Services to Purchaser and Service Supplier shall be deemed to have fully accepted these General Conditions. No modification or amendment to these General Conditions shall be valid, unless accepted in writing by Purchaser. A valid written purchase agreement for the Services between the parties shall nevertheless prevail over these General Conditions as of the date such agreement has become effective. Except where mandated by law, neither party shall be required to sign the purchase order or these General Conditions. In the event a signature is mandated by law, Service Supplier shall sign the purchase order and these General Conditions and send a signed original to the Purchaser address identified on the relevant purchase order.

1.3 “**Acceptance Certificate**” shall mean the certificate issued by the Purchaser pursuant to section 8 below.

1.4 “**Affiliates**” of a party shall mean an entity

- (i) which is directly or indirectly controlling such party;
- (ii) which is under the same direct or indirect ownership or control as such party; or
- (iii) which is directly or indirectly owned or controlled by such party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.5 “**Agreement**” shall mean these General Conditions together with any agreement, order and/or other document, to which these General Conditions are attached or to which the parties have otherwise agreed that these General Conditions apply to, as submitted by the Purchaser to the Service Supplier.

1.6 “**Assignment**” shall mean the whole of the Services including any and all Deliverables or other materials and/or products to be supplied by the Service Supplier to the Purchaser, as may be defined in further detail in any agreement, order and/or other document, to which these General Conditions are attached or to which the parties have otherwise agreed that these General Conditions apply to.

1.7 “**Completion**” shall mean the completion of the whole of the Assignment to the satisfaction of the Purchaser in accordance and in full compliance with the Agreement.

1.8 “**Changes**” shall mean any increase or decrease or other change in the character, quality or time schedule of the Services or the Assignment.

1.9 “**Date for Completion**” shall mean the date set out in the Agreement or otherwise specified by the Purchaser for the Completion.

1.10 “**Date of Completion**” shall mean the date, on which the Completion was reached as evidenced by the issue of Acceptance Certificate.

1.11 “**Defects**” shall mean any defect, fault, error malfunction, shortage or other deficiency or any failure to meet the specifications or standards (including generally accepted industry standards) and provisions or requirements set forth in the Agreement or in the Legislative Requirements.

1.12 “**Deliverables**” shall mean the work result described in detail in the agreement, order and/or other document to which these General Conditions are attached or to which the parties have otherwise agreed that these General Conditions apply to.

1.13 “**Force Majeure**” shall mean an event beyond the control of a party which was not reasonably foreseeable at the time of signing of the Agreement and the effects of which the concerned party cannot overcome without unreasonable expense and loss of time. Events of Force Majeure shall include wars, natural disasters and any other such comparable events not directly or indirectly caused by the affected party.

1.14 “**Information**” shall mean any information disclosed by a party, including but not limited to technical, commercial, product, financial or other proprietary or confidential information. All results of Services shall be deemed Information of the Purchaser.

1.15 “**Legislative Requirements**” shall mean i) all laws, regulations, acts, orders, by-laws, decrees, or other such ordinances of the jurisdiction where the Services or the particular part of the Assignment is being carried out, and ii) all requirements, permits,

approvals, licences, certificates and other directives made by any other authorities, public bodies, or other organizations having jurisdiction in connection with the carrying out of the Services.

1.16 **"Nokia Payments"** shall mean Purchaser's centralized system for payments pursuant to which all invoices maturing on or before the predetermined payment day (the "Payment Day"), are consolidated and paid on the Payment Day. The Payment Day is Wednesday of the first week of each Purchaser's fiscal month, but the Payment Day may at any time and without prior notice be moved by Purchaser to another day within that same week.

1.17 **"Nokia Supplier Requirements"** shall mean a document as updated by the Purchaser from time to time setting forth certain general requirements for all of the subcontractors of the Purchaser.

1.18 **"Services"** shall mean all of the services, materials and products or parts thereof necessary for the completion of the Assignment as well as and any other products or services performed under the Agreement including any Changes and all results thereof to the extent these are delivered or otherwise generated in the performance of the Assignment.

1.19 **"Site Folder"** shall mean the site specific set of documents relating to the execution of the Assignment, which shall be surrendered to the Purchaser upon Date for Completion.

2. Execution of the Assignment

2.1 The Service Supplier shall carry out the Assignment and perform the Services in all respects i) diligently and skillfully and ii) in a timely, efficient, professional and cost effective manner in accordance with and in full compliance with the Agreement, the Legislative Requirements and good practice.

2.2 The Service Supplier warrants having inspected and verified the availability, adequacy and functionality of any and all documentation, service descriptions, materials, equipment, facilities, transportation, personnel and all other matters necessary for the due and timely execution of the Assignment and accepts responsibility for and assumes the risk for all such matters.

2.3 The Service Supplier shall be deemed to have examined i) all specifications, documents and other information relating to the Assignment that have been made available to the Service Supplier by the Purchaser, and ii) any other documents including information, reports, plans and data that is reasonably available to Service Supplier from any other sources. The provision of any specifications, documents or other information by the Purchaser shall, however, not limit or be deemed to limit or otherwise abate the Service Supplier's liabilities under this Agreement.

2.4 The Service Supplier shall take full responsibility for the care of the Services and/or Deliverables and assume liability for risk of any loss or damage thereto

from the commencement of the Assignment until the Purchaser issues an Acceptance Certificate pursuant to section 8 below.

2.5 The Service Supplier warrants for a period of twelve (12) months from the Date of Completion that the Assignment, the Deliverables and all Services provided pursuant to the Agreement shall in every respect be free from all Defects and fit for the intended purpose. The Service Supplier further warrants that the Assignment, the Deliverables and all Services provided pursuant to the Agreement shall at all times comply with the Legislative Requirements and all other relevant requirements, specifications, standards and other criteria set forth in the Agreement. The foregoing warranties shall be in addition to all other warranties, express or implied, to which the Purchaser may be entitled by law or under the Agreement.

2.6 In the event that the Service Supplier fails to meet any of the warranties given in the Agreement, the Purchaser may at its option and upon notice to the Service Supplier: i) require the Service Supplier to rectify or replace any part of the Deliverables or Services to fully satisfy the given warranties at the Service Supplier's sole risk and expense within a reasonable time period specified by the Purchaser, ii) rectify or replace such Deliverables or Services or cause the Deliverables or Services to be rectified or replaced by any third party at the Service Supplier's sole risk and expense and/or, iii) require the Service Supplier to reimburse the Purchaser the price of all such Deliverables or Services. The right of the Purchaser to above mentioned remedies shall be without prejudice to any other rights or remedies the Purchaser may have against Service Supplier by law or under the Agreement.

2.7 Time is of the essence in the performance of the Assignment. The Service Supplier shall perform the Assignment and deliver the Deliverables or Services to the Purchaser by the Date for Completion and/or by any other such agreed fixed dates or milestones.

2.8 The Service Supplier shall be responsible at its sole risk and expense for the proper and timely procurement of all relevant authorisations, permits and licences required for the purpose of execution of the Assignment and the Services.

2.9 The Service Supplier shall, as soon as the Service Supplier is or should be aware of any delay with respect to Date for Completion or other agreed fixed dates or milestones, be obliged to inform the Purchaser thereof in writing stating the reason for the delay and the effect of the delay on the time schedule and the execution of the Assignment.

2.10 In the event that the Service Supplier fails to meet the Date for Completion or any other agreed fixed date or milestone set forth in the Agreement, then the Service Supplier shall be liable to pay the Purchaser liquidated damages in the amount of five percent (5%) of the agreed price for the Assignment for each commencing week of delay up to a maximum of twenty percent (20%) of the aggregate price of the

Assignment. The right of the Purchaser to the liquidated damages shall be without prejudice to any other rights or remedies the Purchaser may have against Service Supplier.

Notwithstanding the aforesaid, the Purchaser shall not be entitled to liquidated damages if and to the extent that such delay is due to reasons for which the Purchaser is solely responsible.

2.11 The whole of the Services, the Deliverables and all technical documents (incl. Site Folder), tooling, data, software and other material provided by the Purchaser to the Service Supplier and/or produced by Service Supplier for the Purchaser shall remain and/or become the property of the Purchaser, unless expressly agreed otherwise between the parties in writing. The Service Supplier shall not have the right to use, copy, reproduce or in any other manner utilize such the Deliverables or such material without the prior written consent of the Purchaser.

2.12 The Service Supplier shall comply with the Site Folder in all respects and ensure that all quality test results, records, and other documents required by the Purchaser are contained in the Site Folder. It is expressly agreed and understood that the Site Folder must be completed and delivered to the Purchaser both as a physical copy and in electronic format and subsequently approved by the end customer of the Purchaser prior to the issuance of the Acceptance Certificate.

3. Personnel

3.1 The Service Supplier shall assign personnel of appropriate qualification, skill and experience to perform and fulfill its obligations under the Agreement. The Service Supplier shall at all times ensure that all persons assigned to the execution of the Services shall be properly certified to perform the work entrusted upon them. The Service Supplier shall ensure the necessary supervision of the personnel and the performance of the Services. Without limiting the Service Supplier's obligation to arrange the aforementioned supervision of the Services, the Purchaser may appoint a designated person to watch and inspect the execution of the Assignment and the Services. The person appointed by the Purchaser shall have the right to give instructions in respect of the performance of the Assignment and the Services including the right to cease the execution of the Assignment and the Services if and to the extent the execution of the same is not in compliance with the requirements set out under the Agreement.

3.2 The Service Supplier shall ensure that all its personnel comply with all Legislative Requirements in the execution of the Assignment. If requested by the Purchaser, the Service Supplier shall promptly provide the Purchaser with a list of the persons that have been assigned to the execute Services and the Assignment including information and sufficient evidence on their professional certifications.

3.3 Notwithstanding any degree of supervision exercised by the Purchaser over the Assignment or Service Supplier's personnel, such personnel shall at all times be deemed to be the employees of Service Supplier and the Service Supplier shall remain responsible for the personnel. Under no circumstances shall an employment relationship be deemed to arise between the Purchaser and the Service Supplier's personnel.

3.4 Each party shall appoint an authorized representative to be the other party's principal contact for all matters related to the execution of the Assignment. Service Supplier's representative shall directly supervise, control and be primarily responsible for performance of the Assignment, including all day-to-day matters.

4. Use of Subcontractors

4.1 The Service Supplier shall not without the prior written approval of the Purchaser (which shall not be unreasonably withheld), subcontract any of the Services under the Agreement.

4.2 The Purchaser shall at all times have the right to forbid the Service Supplier from engaging subcontractors or other third parties to perform the Assignment or any part thereof, in case such subcontractors are in the reasonable opinion of the Purchaser found to be unsuitable for the execution of the Assignment and/or the Services.

4.3 Notwithstanding any consent of the Purchaser, the Service Supplier shall at all times remain fully liable for the performance of any subcontractors or other third parties as for its own performance.

4.4 The Service Supplier shall promptly deliver to the Purchaser any and all information on the subcontractors that may be reasonably requested by the Purchaser.

4.5 The Purchaser shall at all times have the right, by itself or through an authorized third party to conduct an inspection at the premises of the Service Supplier or any other premises where the Services are being performed during regular business hours in order to verify compliance with the Agreement.

5. Project Management

5.1 The Service Supplier shall be responsible for the daily supervision and management of the Services and the delivery of any project management services in connection therewith.

5.2 The Service Supplier shall supervise and manage the Services and deliver the project management services efficiently, professionally and diligently and in full compliance with the Agreement.

6. Materials and Equipment

6.1 The Service Supplier shall procure and provide, at its sole risk and expense, all materials and equipment

necessary for the execution of the Assignment and the Services, unless expressly agreed otherwise by the parties in writing. All such materials and equipment shall be delivered at mutually agreed time and place or on similar terms with the rest of the Services in case no such time and place has been separately agreed upon.

6.2 The Service Supplier warrants for a period of thirty (30) months from the Date of Completion that all materials and equipment supplied by the Service Supplier under the Agreement, if any, shall be free from all Defects and fit for the intended purpose. The Service Supplier further warrants that all materials and equipment supplied by the Service Supplier under the Agreement shall at all times comply with Legislative Requirements and all other relevant requirements, specifications, standards and other criteria set forth in the Agreement. The foregoing warranties shall be in addition to all other warranties, express or implied, to which the Purchaser may be entitled by law or under the Agreement.

6.3 In case the Purchaser has agreed to procure any materials or equipment necessary for the execution of the Assignment, the Purchaser shall use its best endeavours to provide such materials to the Service Supplier at mutually agreed time and place. The Service Supplier shall be responsible for the acceptance, insurance and storage of all materials and equipment provided by the Purchaser. The Service Supplier shall clearly mark all such materials and equipment with sufficient notices to clearly indicate that the equipment is property of the Purchaser all in accordance with any instructions that may be given by the Purchaser.

6.4 The Service Supplier shall immediately inspect any materials and equipment provided by the Purchaser and promptly give notice to the Purchaser of any Defect in such materials. After the inspection of the aforementioned equipment and materials by the Service Supplier, the Service Supplier shall take full responsibility for the care of such materials and equipment and assume liability for risk of any loss or damage thereto.

7. Changes

7.1 The Purchaser may require, and the Service Supplier may recommend, Changes at any time prior to the completion of the Assignment or the Services. The Service Supplier shall promptly undertake to perform any Changes required by the Purchaser.

7.2 The Service Supplier shall promptly advise the Purchaser if a Change has a material impact on either the price for the Assignment or the Services and/or the time schedule for completing the same. The Service Supplier shall be entitled to a reasonable compensation and/or an extension of time for performance of the Change provided that i) such Change is required by the Purchaser in writing, ii) the Change relates to additional measures to be taken outside the initial scope of the Assignment, iii) the Purchaser's written request states that it is a request for such additional measures under this section 7.2, and iv) the Service Supplier has

presented a binding estimate on the costs of the Change and the Purchaser has accepted such cost estimate in writing prior to the execution of the Change.

7.3 Under no circumstances shall the Service Supplier be entitled to any compensation or any extension of time based in whole or in part upon any discrepancy between the actual amount of time and materials required for completion of the Assignment or other such conditions encountered by the Service Supplier and those, which the Service Supplier anticipated.

8. Completion and Acceptance

8.1 The Service Supplier shall notify the Purchaser in writing when the Service Supplier considers that the Assignment has reached the stage of Completion. Within fourteen (14) days of receipt of such notice the Purchaser shall, if satisfied that the Assignment has reached Completion, issue an Acceptance Certificate.

8.2 In the event that the Purchaser is not satisfied that the Services have reached Completion, the Purchaser shall notify the Service Supplier thereof within the aforementioned time limit and provide the reasons for not issuing the Acceptance Certificate.

8.3 The Service Supplier shall promptly rectify any and all Defects notified by the Purchaser and/or otherwise existing at the Date for Completion and inform the Purchaser in writing upon completing the same. The Purchaser shall issue the Acceptance Certificate after having satisfied itself that such Defects have been rectified and the Assignment has reached Completion.

8.4 The Service Supplier shall surrender the results and benefit of the Services (including all rights and title thereto) to the Purchaser upon the request of the Purchaser, but in no event later than upon the Date of Completion.

8.5 Any certificate or acceptance granted or payment made by the Purchaser shall not relieve the Service Supplier from liability for any of its other obligations under the Agreement and such certificates or acceptances shall be without prejudice to any rights of the Purchaser.

9. Prices and Terms of Payment

9.1 The agreed fee shall be deemed to include the cost of the whole of the Assignment and shall include all activities and materials and other incidentals such as remedial work required to complete the Services and the Assignment in accordance with the Agreement.

9.2 The Service Supplier shall issue the Purchaser an invoice for the agreed fee after the issuance of Acceptance Certificate, unless the parties have expressly agreed on a payment schedule that is tied to reaching certain milestones or on a fee based on time and materials. In case the parties have agreed to such payment schedule or a time and material based fee, the Service Supplier shall issue the Purchaser an invoice for a certain agreed part of the fee after the completion and acceptance by the Purchaser of each

respective milestone or other such mutually agreed interval.

9.3 All invoices submitted by the Service Supplier pursuant to the Agreement shall be delivered in arrears and shall include all items specified by the Purchaser as well as a breakdown of prices on the different items and parts of the Services and the Assignment.

9.4 The Service Supplier warrants that the manner of payment of the agreed fee provided for in the Agreement is not contrary to any applicable laws or regulations of the country in which the payment is remitted. In the event that any such law or regulation at any time requires such payment in some other manner, the Service Supplier agrees to notify the Purchaser thereof in writing prior to submitting the respective invoice.

9.5 All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. The Purchaser shall be entitled to withhold from payments any applicable withholding taxes.

9.6 Both parties shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of the Agreement and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it.

9.7 The Purchaser shall pay Service Supplier's invoices subject to Nokia Payments within ninety (90) days of the date of receipt, subject however always to the execution of the Services and the Assignment and the reaching of agreed milestones or other mutually agreed criteria in accordance with the Agreement.

10. Environmental Requirements, Compliance and Ethics and Occupational Health and Safety

10.1 In addition and without limiting any other obligations of the Service Supplier under the Agreement, the Service Supplier shall at all times diligently follow and comply with all national and international regulations concerning environmental and ethical issues, and occupational health and safety. The Service Supplier shall at all times comply with any additional environmental requirements that have been agreed by the parties.

10.2 Prior to the commencement of the execution of the Assignment the Service Supplier shall implement appropriate risk management plans in relation to all occupational health and safety issues in accordance with generally accepted industry standards. 10.3 For the purposes of the following Clauses, the term "Service Supplier" shall include the Service Supplier, its employees, officers, subcontractors, or other representatives.

10.3.1. Service Supplier shall comply fully with

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

and

(ii) Purchaser's Code of Conduct ("Nokia Code of Conduct"), which is available at <http://company.nokia.com/en/about-us/corporate-governance/nokia-code-of-conduct>.

Service Supplier acknowledges that Purchaser has made available training relating to the Nokia Code of Conduct to Service Supplier.

10.3.2. The Service Supplier agrees that it shall not engage in any illegal, improper or corrupt activity, including, but not limited to, embezzlement, extortion, fraud, or offering, making or receiving any bribes, kickbacks, facilitating payments or any improper payments of money or improper provision of anything of value, including travel, gifts or charitable donations, whether directly or indirectly, to any person (whether a government official, political party, candidate for office, public international organization or private individual).

10.3.3. Service Supplier shall not offer or give to any employee or representative of Purchaser anything of value, including but not limited to any gift, entertainment or hospitality, which is intended or could be viewed to improperly influence the Purchaser employee or representative.

10.3.4. Service Supplier represents and warrants that the information provided by Service Supplier to Purchaser as part of the supplier selection process, including but not limited to Service Supplier's responses to Purchaser's pre-qualification request for information, is accurate and complete. Service Supplier agrees that during the term of these General Conditions it shall promptly inform Purchaser of any changes to the substance, completeness or accuracy of its representations.

10.3.5. Service Supplier shall promote ethical conduct and respect for human rights, consistent with internationally recognized social and ethical principles such as those found in the UN Declaration of Human Rights and ILO Conventions, and shall monitor the compliance and ethical conduct of its subcontractors. If such monitoring identifies concerns with subcontractor's performance regarding this section, Service Supplier will promptly inform Purchaser, investigate those concerns and take appropriate corrective action as necessary.

10.3.6. Service Supplier agrees to keep accurate and complete records relating to the provision of goods and services under these General Conditions, including any copies of any government issued permits or authorizations and related correspondence, for 10 (ten) years following the expiration of these General

Conditions or any legally required record retention period, whichever is longer.

10.3.7. Service Supplier shall promptly report to Purchaser any concerns and actual or potential breaches of Nokia Code of Conduct, including any requests for payments or anything else of value that would violate Nokia Code of Conduct or this Clause 10.3. Service Supplier should in such case contact the "Nokia Ethics and Compliance Office" at ethics@nokia.com or <https://nokiaethics.alertline.com>.

10.3.8. Service Supplier agrees to permit Purchaser or its authorized representatives to audit Service Supplier's compliance with this clause 10.3. Service Supplier shall fully cooperate in any Purchaser investigation or audit regarding its compliance with Nokia Code of Conduct and/or this clause 10.3, including making relevant personnel, facilities, books and records available to Purchaser and/or its authorized representatives. Service Supplier shall not retaliate against any employee or other person for reporting actual or suspected noncompliance with law or Nokia Code of Conduct.

10.3.9. Failure by the Service Supplier or any of its subcontractors to comply with the provisions of this clause 10.3 shall be deemed to be a material breach of these General Conditions by Service Supplier entitling Purchaser to terminate the Agreement. Purchaser may, in its sole discretion, without thereby incurring any liability towards Service Supplier, allow Service Supplier a period to cure such failure, suspend performance by Service Supplier under these General Conditions for a reasonable period or modify its scope of work if performance would cause Service Supplier to breach the provisions of this clause.

10.3.10. Service Supplier shall indemnify and hold Purchaser, its Affiliates, its customers, employees, officers, directors, shareholders, subcontractors or other representatives harmless from and against any claims, losses, damages, liabilities and costs arising out of, related to, or connected with Service Supplier's or Service Supplier's subcontractors' failure to comply with any of the obligations set forth in this clause 10.3. Purchaser shall not be liable for any claims, losses, or damages arising from or related to failure by the Service Supplier to comply with the Nokia Code of Conduct or any provisions of this clause.

11. Intellectual Property Rights

11.1 All right, title and interest in and to all copyrights, patents, trade secrets concerning the processes or documentation (including but not limited to Site Folder) and other intellectual property rights of whatever nature created or otherwise arising out of or related to the Deliverables, the Assignment or the Services shall vest in, and be the sole and exclusive property of the Purchaser, whether or not specifically recognized or perfected under applicable law. Furthermore, the Service Supplier agrees not to engage in any acts that might jeopardize, or contest or attempt to acquire, any rights of the Purchaser in or to the Deliverables, the Assignment or Services, and shall upon request without

cost to the Purchaser promptly execute all such documents as may be necessary to effectuate the vesting in, or transfer to, the Purchaser of such rights. The Service Supplier shall assign and cause its employees and authorized subcontractors to assign any and all such rights to the Purchaser and take such additional actions as may be requested by the Purchaser to perfect any rights of the Purchaser thereto.

11.2 If and to the extent it is impossible as a matter of law to transfer ownership in any intellectual property rights or any part thereof from the Service Supplier, or the Service Supplier's employees or subcontractors, to the Purchaser, the Service Supplier hereby grants to the Purchaser, and warrants and will take all necessary steps to ensure that its employees and subcontractors will also grant to the Purchaser, an exclusive, fully-paid up, unlimited, irrevocable, perpetual and worldwide license to use, modify, distribute and exploit in any manner whatsoever, including the right to sub-license, any and all intellectual property rights relating to or arising out of the Assignment and/or the Services.

11.3 The Purchaser shall also own all rights in any copies, translations, modifications, adaptations or derivatives of any intellectual property rights relating to or arising out of the Deliverables, the Services and/or the Assignment, including any improvements or developments thereof. For the avoidance of doubt, the parties hereby acknowledge and agree that the Purchaser shall have the sole right to copy, distribute, amend, modify, develop, sublicense, sell, transfer and assign such rights, associated documentation, or any enhancements thereof.

11.4 Nothing in the Agreement shall be interpreted by implication or otherwise as granting to the Service Supplier any rights to the Deliverables or the work performed by Service Supplier pursuant to the Agreement or any license to copy, adapt or take any other action in respect of the same, all of which intellectual property rights in which are, by the Agreement or otherwise, vested and the sole and exclusive property of the Purchaser.

11.5 The Purchaser acknowledges that the copyright and ownership in all material produced by the Service Supplier prior to and in no relation to the Assignment shall remain vested with the Service Supplier. The Service Supplier hereby grants the Purchaser a non-exclusive, worldwide, perpetual, and irrevocable limited license to use, copy and modify any such pre-existing copyrights related to the Assignment with the right to sublicense the same if and to the extent such pre-existing copyrights are necessary for the Purchaser or its sub-licensee for the purpose of exploiting the Deliverables and/or the Services procured under the Agreement.

11.6 The Service Supplier shall indemnify, defend and hold the Purchaser harmless against any claims, actions, damages, losses, costs and expenditures, including but not limited to attorneys' fees and costs, sustained or incurred by the Purchaser, its Affiliates, any of its customers, subcontractors or contract

manufacturers as a result of any infringement or alleged infringement of any third party patents, copyrights, trademarks, registered designs or any other intellectual property rights arising out of or relating to any Deliverables, the Services and/or the Assignment.

11.7 Notwithstanding the Service Supplier's primary right to have control over defence, (i) the Purchaser may take all necessary steps, at the expense of the Service Supplier, to defend itself until the Service Supplier, to the reasonable satisfaction of the Purchaser, assigns a counsel and initiates defence in a professional manner; and (ii) whenever the third party making such claim is a customer to the Service Supplier, the Purchaser may, at its option and at the expense of the Service Supplier, have full control over defence, and the Service Supplier agrees to fully cooperate with such defence. The Purchaser shall have the right to have access to all necessary information to defend itself against the claim of infringement as well as the right to select its own counsel to participate in any actions at the expense of the Purchaser.

11.8 The Purchaser shall inform the Service Supplier of any such lawsuits or actions that relate to the Assignment or Services in reasonable time after receiving knowledge of the same. The Purchaser shall cooperate with the Service Supplier as reasonably required for the defence of such lawsuit or action at the expense of the Service Supplier. The Purchaser shall also at all times have the right to select its own counsel to participate in any such defence at its own expense.

12. General Remedies and Indemnity

12.1 In the event that the Service Supplier is in default of any of its obligation under the Agreement, the Purchaser shall also, without prejudice to any other rights or remedies that the Purchaser may have under the Agreement or under the law, be entitled to seek price reduction, damages and indemnification, seek termination or immediate cancellation of the Agreement and/or any order, withhold and set-off payments under the Agreement or any other agreements between the Purchaser and Service Supplier and replace Service Supplier with a third party to perform or complete the Services and/or the Assignment at the sole risk and expense of Service Supplier.

12.2 The Service Supplier agrees to indemnify and hold the Purchaser harmless from and against any claims, actions, damages, losses, costs and expenses, including but not limited to attorneys' fees and costs, sustained or incurred by the Purchaser, its Affiliates, any of its customers, subcontractors or contract manufacturers from i) any product liability, product safety and/or personal injury, including but not limited to death; and/or ii) loss or damage to any property; and/or iii) any other liability attributable to any act or omission of the Service Supplier and/or iv.) as a result of any non-compliance or breach of any of the warranties or any other provisions of the Agreement by the Service Supplier.

13. Insurance

13.1 The Service Supplier shall at all times maintain in force, and upon request give evidence of, fully adequate general liability insurance policy and coverage, in adequate coverage amounts specified by the Purchaser and naming the Purchaser as an additional insured and waiving the Service Supplier's and its insurers' rights of subrogation and recovery against the Purchaser, from an internationally recognised and reputable insurance company to cover any and all obligations, undertakings, guarantees, warranties and indemnities attributable to the Service Supplier pursuant to the Agreement or otherwise, in relation to any performance of the Assignment.

13.2 The Service Supplier shall at all times comply with any and all Legislative Requirements relating to taking out and maintaining of any insurance coverage. The Service Supplier shall, further, comply with any additional insurance requirements that have been agreed by the parties.

14. Confidentiality

14.1 Neither party shall under any circumstances disclose to any third parties any Information without the prior written permission of the other party. The parties shall use the Information only for purpose of performing their obligations under the Agreement.

14.2 The above mentioned limitations shall not apply to Information which (i) was in the possession of the receiving party prior to disclosure hereunder; or (ii) has lawfully entered the public domain; or (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to the disclosing party; or (iv) was independently developed by personnel of the receiving party having no access to the Information.

14.3 Both parties shall limit access to the other party's Information to those of its personnel for whom such access is necessary for the proper performance of their obligations under the Agreement. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein.

14.4 Without prejudice to the generality of the foregoing, both parties agree to protect the confidentiality of the other party's Information at least with the same degree of care as it exercises with respect to its own confidential information and trade secrets.

14.5 Neither party shall publicize nor make any press release relating to the Agreement, the other party or the cooperation between the parties without the express prior written consent of the other party.

15. Termination

15.1 The Agreement may be terminated with immediate effect by written notice by the non-defaulting party in the event that (i) the other party commits a

material breach of the Agreement and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof; or (ii) the other party files or is placed into bankruptcy, liquidation or company reorganization proceedings or other such proceedings having similar effect or if a receiver is appointed over any part of such other party's business or if an administration order is made in respect of such other party.

15.2 In addition and without limiting the foregoing right to terminate the Agreement, the Purchaser shall be entitled to terminate the Agreement either partially or in its entirety at any time with seven (7) days' prior written notice to Service Supplier.

15.3 Upon termination, the Service Supplier shall, in lieu of the agreed fee, be entitled to compensation for any and all parts of the Services performed to the benefit of the Purchaser prior to the termination under the Agreement as valued with regard to the amount of the agreed original contract price and any Defects in the Services. The Service Supplier shall not be entitled to any further compensation or damages or any other payments and the Service Supplier expressly waives all rights to claim any such additional payments from the Purchaser.

15.4 The Purchaser shall be entitled to suspend the execution of the Assignment either partially or in its entirety at any time. Such suspension shall become effective immediately upon the delivery of written notice of suspension by the Purchaser to the Service Supplier and shall remain in force and effect until the date indicated by the Purchaser in its notice of suspension or until the revoking of the suspension by the Purchaser, whichever is the earlier.

15.5 The Service Supplier agrees to return any and all material necessary for the Services to be used for their stated purpose and any and all documentation that has been produced by the Service Supplier to the Purchaser or made available by the Purchaser to the Service Supplier in connection with the Assignment within thirty (30) days after the expiration or termination of the Agreement, all in accordance with the instructions of the Purchaser and without any additional cost to the Purchaser.

15.6 The termination or expiration of the Agreement shall not affect the validity and enforceability of any such provisions of the Agreement that either expressly or by their nature are deemed to survive termination of the Agreement. Such terms and conditions include but are not limited to sections 11, 12, 14, 15, 17, 18 and 19.

16. Force Majeure

16.1 Neither party shall be liable for a failure to perform any of its obligations under the Agreement to the extent such party proves that the said failure was solely due to an event of Force Majeure. The affected party shall, however, without any delay take all reasonable steps to limit or minimize the consequences of a Force Majeure.

16.2 The Purchaser shall have the right to terminate the Agreement either partially or in its entirety in case the Supplier is unable to fulfil its obligations under the Agreement due to an event of Force Majeure.

17. Limitation of Liability

17.1 With the exception of any breach of any confidentiality provisions of the Agreement, damages relating to product liability, product safety and/or personal injury or damage to any property, damages arising from intentional misconduct or gross negligence or any of the indemnity obligations of the Service Supplier under the Agreement, neither party shall be liable to each other in contract, tort or otherwise for any indirect, consequential, special or punitive damages, howsoever arising under or in connection with the Agreement.

18. Miscellaneous

18.1 Nothing contained in the Agreement shall be deemed to make either party the employee, agent or legal representative of the other party for any purpose whatsoever. Except as expressly provided in the Agreement, neither party is granted the right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to the Agreement both parties shall be acting as independent parties.

18.2 Neither Party may assign any of its rights or obligations under this Agreement without prior written consent of the other Party, except that the Purchaser may at its discretion assign this Agreement (including any related orders) to an Affiliate.

18.3 The Agreement states the entire agreement between the Parties relating to the subject matter contained herein and supersedes all prior communications, whether written or oral, between the Parties.

18.4 If any provision of the Agreement is held to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby.

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

18.6 The Service Supplier shall at all times comply with any additional written requirements that have been agreed by the parties such as i.e. the Nokia Supplier Requirements.

19. Governing Law and Dispute Resolution

19.1 The Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its rules for choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

19.2 All disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of arbitration shall be Helsinki, Finland. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the parties hereto and enforceable in any court of competent jurisdiction.

19.3 Any dispute, controversy or claim arising out of or relating to this Agreement including but not limited to the possibility or existence of the proceedings, the proceedings themselves, oral statements made during the course of the proceedings, documents and other information submitted by the Parties or prepared by the court or the arbitrator(s), and the final award shall be deemed confidential Information under this Agreement. This section shall not limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.