

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF HARDWARE AND SOFTWARE**1. GENERAL CONDITIONS**

1.1 These General Terms and Conditions (hereinafter "Conditions of Purchase") shall exclusively be applied to and govern all purchases of materials, equipment, products (including all software and/or hardware included in such products or which the products consist of) ("Products") made by Nokia Solutions and Networks Oy (a Finnish limited company) or its Affiliate as may be identified in the agreement, purchase order or other document making reference to these Conditions of Purchase "Nokia") from the supplier of the Products as identified in the agreement, purchase order or other document making reference to these Conditions of Purchase ("Supplier") (Nokia and Supplier may be referred to as "Party" or "Parties" hereunder). For the purposes of these Conditions of Purchase, an Affiliate 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.

1.2 These Conditions of Purchase 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 Supplier in selling Product(s) to Nokia and Supplier shall be deemed to have fully accepted these Conditions of Purchase. No modification or amendment to these Conditions of Purchase shall be valid, unless accepted in writing by Nokia. A valid written purchase agreement for the Products between the Parties shall nevertheless prevail over these Conditions of Purchase 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 Conditions of Purchase. In the event a signature is mandated by law, Supplier shall sign the purchase order and these Conditions of Purchase and send a signed original to Nokia address identified on the relevant purchase order.

2. RIGHTS OF USE

2.1 To the extent the Products include or consist of any software, the Supplier hereby grants Nokia the following non-exclusive, transferable, worldwide, perpetual and irrevocable rights:

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

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

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

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

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

2.1.6 to use or have used any Software, and to grant customers the right to use or have used such Software, for the purpose of providing over the network and through remote access the features and functionality of the Software as a virtualized, managed and/or hosted service (including but not limited to software as a service) to customers, affiliates, customers own end-user customers or subscribers or other third parties through various service or delivery models, including but not limited to single-tenancy or multi-tenancy cloud computing, provided that all such use shall be subject to the terms of these Conditions of Purchase;

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

2.1.8 Any rights granted under these Conditions of Purchase shall include Nokia's affiliates, customers, subcontractors, contract manufacturers and distributors.

2.2 In addition to the rights granted in section 2.1 above, Nokia and other distributors are authorized to allow end customers to transfer Software licenses.

2.3 The Supplier is obliged to inform Nokia - at the latest at the time the order is confirmed - whether the Products and services to be delivered contain "Open Source Software"

"Open Source Software" means (i) software provided under a free and/or open source license including, but not limited to, one approved by the Open Source Initiative (OSI <http://www.opensource.org/>) or (ii) proprietary software provided royalty-free, in binary code form, under an end user license agreement, which may be accepted without a signature, or (iii) shareware provided free of initial charge, such as on a trial basis, but where a fee may become due once the user decides to use the software beyond the trial period, or (iv) public domain software.

2.4 Should the Products and services delivered by the Supplier contain any Open Source Software, the Supplier must deliver to Nokia at the latest at the time the order is confirmed the following:

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

2.5 Should the Supplier not indicate until after receipt of the order that its Products and services contain Open Source Software, then the Nokia is entitled to cancel the order within fourteen (14) days of receipt of this information and provision of all the information contained in the above paragraph. If Supplier is in breach of sections 2.3-2.5, Supplier shall indemnify, defend and hold harmless Nokia, its affiliates, contractors and customers from any damage, loss, costs and expenses suffered as a result of any such breach.

3. DELIVERY AND TRANSFER OF TITLE

3.1 Time is of the essence. For the purposes of establishing the timeliness of delivery or re-performance, the relevant point in time is the date of receipt at the place of receipt designated by Nokia, and for deliveries involving installation, commissioning or services, the relevant point in time shall be the date of acceptance.

3.2 Where any delay in delivery or performance can be anticipated, Nokia shall be notified immediately and its decision sought. This duty does not limit Supplier's liabilities resulting from late delivery. In order to avoid

any delay, Supplier shall use its best efforts at Supplier's sole risk and expense, to minimize the possible delay.

3.3 In the event of delay Nokia may charge liquidated damages in respect of each commenced calendar day of delay amounting to 1% but not exceeding a total of 35% of the total value of the relevant purchase order. Such liquidated damages shall not in any way limit the Supplier liability or Nokia's other rights or legal remedies with regard to such delay by the Supplier.

3.4 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by Nokia at the designated place of receipt.

3.5 Unless otherwise set out in the purchase order, the term of delivery is FCA (Incoterms 2010) at the location designated by Nokia. Title to Products shall pass to Nokia simultaneously with the transfer of the risk in accordance with the applicable delivery term (Incoterms 2010). Nokia may, without any liability and/or charge against Supplier, reschedule and/or cancel any and all parts of deliveries of Products seven (7) days prior to the agreed delivery upon written notice to Supplier.

3.6 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information.

4. TAXES

Both parties agree to comply with all tax laws applicable to transactions contemplated under these Conditions of Purchase and 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 these Conditions of Purchase 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. If the order, agreement or other document making reference to these Conditions of Purchase is made by a US based Affiliate of Nokia, then notwithstanding the tax obligations as defined in this section above, for sales to US based Affiliate of Nokia, Supplier shall provide Nokia with a completed tax certification (e.g. Form W-9, applicable Form W-8 series form, or Form 8233, as appropriate) for federal income tax reporting purposes. In the event that the information provided on the submitted tax certification is or becomes incorrect, inaccurate or no longer valid, or if the tax certification expires, Supplier shall promptly notify Nokia no more than thirty (30) days from the date

Supplier has actual knowledge or suspects such information must be modified and submit a new tax certification. Failure to meet these requirements could result in a delay in payment. Nokia shall have no liability to Supplier for late payments that result from Supplier's failure to comply with this section. Nokia shall have the right to audit Supplier's compliance with this section.

5. PAYMENT

5.1 Supplier's invoices shall mature for payment within ninety (90) days from the date of receipt of an undisputed invoice or acceptance of Products/services, whichever occurs later, and shall be paid according to Nokia Payments. "Nokia Payments" shall mean Nokia's centralized system for payments pursuant to which all invoices maturing on or before the predetermined payment day (the "Payment Day"), are consolidated and paid on the Payment Day. The Payment Day is Wednesday of the first week of each Nokia's fiscal month, but the Payment Day may at any time and without prior notice be moved by Nokia to another day within that same week. Nokia is entitled to withhold payments if Supplier has not delivered the ordered Products in full quantities and/or if any Products do not strictly confirm to the specifications and other requirements.

5.2 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with these Conditions of Purchase.

5.3 If Nokia is overdue on any payment due under these Conditions of Purchase and subject to Supplier's written reminder of such, then the Supplier shall be entitled to claim interest on the overdue amount at an annual rate equal to one (1) percentage point above the London Interbank Offered Rate (LIBOR) for Euro deposits offered for a one-month period or a comparable period as shown at or about 11:00 a.m. (London time) by ICE Benchmark Administration or by any successor for administration of the LIBOR on the due date or the lowest rate permitted by applicable law, whichever is the lesser, which interest shall accrue on a daily basis from the date payment becomes overdue until the Supplier receives payment of the overdue amount. Supplier shall make such claim within reasonable time after invoice become overdue, however at latest within three (3) months of the due date; otherwise such claim is waived by the Supplier.

6. INSPECTION UPON RECEIPT

6.1 Supplier shall carry out all relevant inspections of the Products and ensure that the Products meet all specifications and other requirements specified by Nokia. Notwithstanding this, Nokia may inspect Products upon delivery. Any acceptance of Products by Nokia, with or without inspection, shall not to any extent release Supplier from any of its obligations to deliver Products that meet the specifications and fulfill the

requirements of Nokia nor limit Nokia's right to make claims relating to the Products or to the deliveries, if any Product is later found not to meet the specifications or the requirements of Nokia.

6.2 Should Nokia discover any deficiency in the course of these inspections, it shall inform the Supplier of such deficiency. Should Nokia discover a deficiency at any later stage, it shall also notify the Supplier.

7. WARRANTY

7.1 Supplier warrants that all Product(s) conform to the applicable specifications and other requirements set forth in these Conditions of Purchase and shall for a period of thirty (30) months from the date of acceptance (whether written or implied), be free from deficiencies and errors and shall not constitute a risk for health, life or property of a person. Furthermore, Product(s) and any part thereof shall be fit for the purpose they intended to according to specifications or specified by Supplier. If such deficiencies or errors are identified, Supplier must at its own expense and at the discretion of Nokia either rectify the deficiency and/or error or provide substitute or performance. This provision also applies to deliveries subject to inspection by sample tests. The discretion of Nokia shall be exercised fairly and reasonably.

7.2 Should the Supplier fail to rectify any deficiency within a reasonable time period set by Nokia, Nokia may:

- cancel the contract in whole or in part without being subject to any liability for damages; or
- demand a reduction in price; or
- undertake itself any rectification at the expense of the Supplier or substitute performance or arrange for such to be done;
- and claim damages in lieu of performance.

7.3 Any rectification may take place without a further deadline at the expense of the Supplier if delivery is after the original deadline.

7.4 The same shall apply if Nokia has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for Nokia to request the Supplier to rectify the deficiency within a reasonable time period.

7.5 Additional or other statutory rights are not affected hereby.

7.6 If the Supplier provides substitute performance or repairs, the warranty periods set out in section 7.1 shall begin to run once again.

7.7 The Supplier shall bear the costs and risk related to the return of deficient products.

7.8 The Supplier warrants and shall ensure that each Product (including any release thereof) delivered under these Conditions of Purchase has been subjected to Product Hardening and/or qualifies as Secure Software prior to the delivery of the Product to Nokia. Upon request of Nokia the Supplier shall provide sufficient proof to the reasonable satisfaction of Nokia evidencing that industry standards Product Hardening guidelines e.g. as issued by the U.S. National Institute of Standards and Technology (NIST) or by CERTs, have been followed e.g. by delivery of an evaluation report or certification evidencing that all necessary steps have been taken to harden and secure the Product in accordance with the above. All the hardening procedures that are required to be executed by Nokia during Product commissioning phase shall be detailed in the Product hardening guide or relevant documentation and delivered to Nokia along with the Product. For the purposes of this clause, "Product Hardening" shall mean a process in which a Product is engineered in a way that secures the respective Product against vulnerabilities and known security related threats (typical steps including, without limitation, disabling or removal of all unnecessary or obsolete software, hardware, services or user accounts that are not required for the Product to function as required under these Conditions of Purchase, applying security relevant configuration changes during installation and configuration of the Product). During the Product Hardening process, all relevant security advisories from sources such as CERTs shall be observed. Product Hardening implements generic security rules. Product Hardening applies to Products themselves and their interoperability with a network. Further for the purposes of this clause, "Secure Software" shall mean such software that cannot be intentionally subverted or forced to fail. Secure Software need to remain correct and predictable in spite of intentional efforts to compromise that dependability. Secure Software is designed, implemented, configured, and supported in ways that enable it to either continue operating correctly in the presence of most attacks by either resisting the exploitation of faults or other weaknesses in the software by an attacker, or to tolerate the errors and failures that result from such exploits. Secure Software is designed to isolate, contain, and limit the damage resulting from any failures caused by attack-triggered faults that the software was unable to resist.

7.9 The 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, which set forth certain general requirements for all the suppliers of Nokia.

7.10 Nokia, its customers and their contractors shall have the right, following reasonable notice to the Supplier

and during normal business hours, to inspect the production facilities and quality control as well as other procedures of the Supplier related to the Products both prior to the first delivery of the Products and periodically thereafter, in order to ensure compliance with the requirements of these Conditions of Purchase and other standard industry practices and procedures. In the event it is discovered that the procedures applied by Supplier are insufficient to ensure consistent acceptable quality, then reasonable corrective measures shall be taken by the Supplier without delay. Nokia shall have the right to share the results of such inspection with its customers. Nokia, its customers or their contractors performing or otherwise becoming aware of any results of such inspection shall enter into confidentiality agreements providing for adequate protection of any confidential information of Supplier disclosed in the course of such inspection.

8. INTELLECTUAL PROPERTY INDEMNITY

8.1 Supplier warrants that the Product(s) do not infringe any intellectual property right(s) of any third party.

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

9. SUBCONTRACTING TO THIRD PARTIES

Subcontracting to third parties shall not take place without the prior written consent of Nokia and entitles Nokia to cancel the contract in whole or in part and claim damages.

10. PROVIDED MATERIAL

Any material, tools, samples, drawings, specifications provided by Nokia as well as any material derived there from remains the property of Nokia and shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of Nokia. Such material is to

be stored, labeled and administered separately and shall be protected against unauthorized access or use.

11. CONFIDENTIALITY AND PRIVACY

11.1 For the purposes of this section 11, "Information" shall mean any information disclosed by a party, including but not limited to technical, commercial, product, financial or other proprietary or confidential information.

11.2 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 these Conditions of Purchase.

11.3 The limitations mentioned in section 11.2 above 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.

11.4 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 these Conditions of Purchase. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein.

11.5 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.

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

11.7 Supplier agrees that any collection, use, accessing, transferring, transmitting and/or storage ("Processing") of personally identifiable information ("PII") shall be in accordance with the data privacy and protection laws of the applicable country of residence of the data subject and/or owner of the PII. Supplier represents and warrants that it will comply with all applicable laws relating to data protection, privacy, export or data security enforced by a governmental authority, and such requirements shall apply to the transfer and processing of any personal data pursuant to these Conditions of Purchase. Supplier further represents and warrants that it will adopt, maintain and enforce appropriate security policies as well as data protection

and safeguarding arrangements for the lawful protection of its personal data, communications and systems, and Supplier shall file for necessary registrations in relevant countries, where applicable. Supplier shall not access, process, transfer or use in any way, directly or indirectly, any personal data (meaning personal data as defined in the EU Directive as well as other customer and end-user personal data) under or in connection with these Conditions of Purchase, neither during the term hereof or thereafter except as necessary to perform its obligations hereunder.

12. INDEMNIFICATION

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

13. LIMITATION OF LIABILITY

Notwithstanding anything contained in these Conditions of Purchase, neither Party shall under any circumstances be liable for any lost profits, lost opportunities, lost revenues and/or any special, indirect, consequential or incidental damage and/or other similar damage arising under or in connection with these Conditions of Purchase, any purchase order and/or any Product(s), except for claims based on sections 7,8,11 and 12 or claims based on gross negligence or willful misconduct.

14. ASSIGNMENT

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

15. SUPPLEMENTARY PROVISIONS

Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.

16. ENVIRONMENT, COMPLIANCE AND ETHICS

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

16.2 For the purposes of the following Clauses, the term "Supplier" shall include the Supplier, its employees, officers, subcontractors, or other representatives.

16.2.1. Supplier shall comply fully with all applicable laws, including international, national, regional and local laws, statutes, directives (EU or otherwise), decrees, orders, treaties and regulations. For the avoidance of doubt, compliance with this sub-section includes, but is not limited to, compliance with the United States Foreign Corrupt Practices Act and any other applicable legislation enacted to enforce or implement any international convention prohibiting bribery and corruption. Additionally, Supplier recognizes having been made fully acquainted with the Electronics Industry Citizenship Coalition Code of Conduct as updated from time to time ("EICC Code of Conduct") (available at <https://www.eiccoalition.org/standards/code-of-conduct/>) and undertakes, in particular, to apply the standards set out in the EICC Code of Conduct with respect to the performance of these Conditions of Purchase as such relates to e.g. labor, environment, health and safety (EH&S), conflict minerals and ethics. Supplier acknowledges that Nokia has made available training relating to the Nokia's Code of Conduct, which is available at <http://company.nokia.com/en/about-us/corporate-governance/nokia-code-of-conduct>

16.2.2. The 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).

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

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

16.2.5. 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, Supplier will promptly inform Nokia, investigate those concerns and take appropriate corrective action as necessary.

16.2.6. Supplier agrees to keep accurate and complete records relating to the provision of goods and services under these Conditions of Purchase, including any copies of any government issued permits or authorizations and related correspondence, for 10 (ten) years following the expiration of these Conditions of Purchase or any legally required record retention period, whichever is longer.

16.2.7. Supplier shall promptly report to Nokia any concerns and actual or potential breaches of EICC's Code of Conduct, including any requests for payments or anything else of value that would violate EICC's Code of Conduct or this Clause. Supplier furthermore undertakes to report any perceived or actual conflict of interest it becomes aware of, both on Nokia's and on Supplier's side. Suppliers should in such case contact the Nokia Ethics and Compliance Office at ethics@nokia.com or <https://nokiaethics.alertline.com>

16.2.8. Supplier agrees to permit Nokia or its authorized representatives to audit Supplier's compliance with this clause 16.2. Supplier shall fully cooperate in any Nokia investigation or audit regarding its compliance with EICC Code of Conduct and/or this clause 16.2, including making relevant personnel, facilities, books and records available to Nokia and/or

its authorized representatives. Supplier shall not retaliate against any employee or other person for reporting actual or suspected noncompliance with law or EICC Code of Conduct.

16.2.9. Failure by the Supplier or any of its subcontractors to comply with the provisions of this clause 16.2 shall be deemed to be a material breach of these Conditions of Purchase by Supplier entitling Nokia to terminate these Conditions of Purchase. Nokia may, in its sole discretion, without thereby incurring any liability towards Supplier, allow Supplier a period to cure such failure, suspend performance by Supplier under these Conditions of Purchase for a reasonable period or modify its scope of work if performance would cause Supplier to breach the provisions of this clause.

16.2.10. Supplier shall indemnify and hold Nokia, 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 Supplier's or Supplier's subcontractors' failure to comply with any of the obligations set forth in this clause 16.2. Nokia shall not be liable for any claims, losses, or damages arising from or related to failure by the Supplier to comply with the EICC Code of Conduct or any provisions of this clause.

17. EXPORT CONTROL

17.1 Products and services are subject to customs and export control regulations, including but not limited to the export control regulations of the European Union (EU), and/or the USA. Such export control regulations apply to hardware, software, technology and know-how. The Parties shall comply with all import and export laws applicable to each Party's import, export, re-export or use of the Products and services.

17.2 The Supplier agrees that it shall provide Nokia the following data and information on the products: (i) US Export Control Classification Number (ECCN), if subject to the US Export Administration Regulations (EAR), (ii) EU ECCN, if listed in the Wassenaar List of Dual-Use Goods and Technologies, (iii) method of classification (self-classified or classified by the U.S. Bureau of Industry and Security (BIS)), (iv) CCATS number and CCATS document issued by the BIS (if available), (v) Supplier's Encryption Registration Number (ERN) for any Products that are self-classified under the EAR (vi) the French "Autorisation d'Exportation de Moyen de Cryptologie" (if available), (vii) Schedule B and HS code and (viii) country of origin ((i) through (viii) hereinafter collectively referred to as the "ECC Data"). The Supplier agrees to provide the aforementioned ECC Data to Nokia for every product without undue delay after Effective Date and at any time thereafter upon Nokia's request. Supplier agrees

to provide Nokia with all information reasonably required to obtain any license or other authorization under the applicable customs and export control regulations. Supplier further agrees to inform Nokia of any change in the ECC Data provided to Supplier or a change to the applicability of US export control regulations on the Products or services at least 3 months in advance of such change or as soon as the change is known to Supplier.

17.3 For products provided to Nokia that have obtained preferential origin in the EU or in any country that has free trade agreement with the EU, Supplier shall promptly provide Nokia a valid and accurately completed certificate of preferential origin or long term declaration of preferential origin.

17.4 Supplier shall make available to Nokia, and upon Nokia's request to a third party designated by Nokia, via a written report or internet portal the following information: applicable purchase order number, date of shipment, name of carrier, bill of lading number (if available). The original copy declaring the origin of the products must be completed and provided to Nokia with the delivery of the product or to an email address specified by Nokia. In case of changes of information relevant for long term declaration, Supplier will promptly provide to Nokia an updated long term declaration of preferential origin.

17.5 For all Products provided to Nokia that have not obtained preferential origin, Supplier shall provide Nokia, in accordance with article 60 of European Union Customs Code, a long term declaration of non-preferential origin, validly signed by Supplier. For all non EU origin products, Suppliers Declaration shall be endorsed by the Supplier's competent local chamber of commerce. All Supplier Declarations shall be renewed and provided to Nokia at the latest thirty (30) days prior to the expiry of the previous Supplier Declaration. Furthermore Supplier shall immediately provide Nokia a revised Supplier Declaration as soon as a change in the country of origin/manufacturing location of the product has occurred.

17.6 In addition and upon Nokia's request, Supplier shall provide with each shipment of Product(s) a certificate of origin endorsed by the competent local chamber of commerce.

17.7 Supplier shall comply with following products and packaging marking/labelling standards: Products and product packages must be labelled with country of origin information. The country of origin must be marked in full English name in a human readable and non-abbreviated form. The mark/label must be applied in a conspicuous place and in a permanent way and be legible.

17.8 Supplier warrants that any data and other information provided to Nokia under this clause are in all respects complete and correct.

17.9 In the event of an audit related to the declaration of origin, Supplier may receive directly from any European Union Customs Authority or Nokia a request for additional information to justify the certificates of origin or long term supplier declarations. Supplier shall be responsible for replying to such requests using valid legal form (INF4). Supplier shall have no more than four (4) months to provide the required justification for the declaration. In the event that audit shows that long term declaration of origin or certificate of origin has been wrongly issued, Supplier shall be liable (and shall hold Nokia harmless) for all financial consequences

including but not limited to customs duties, interests and penalties.

18. APPLICABLE LAW AND JURISDICTION

These Conditions of Purchase shall be governed by and construed in accordance with the laws of Finland. Any disputes relating to or arising in connection with any Products and/or these Conditions of Purchase shall be finally settled in arbitration conducted in the English language and held in Helsinki, Finland. The arbitrator is to be appointed by the Arbitration Institute of the Central Chamber of Commerce of Finland and the rules of the said Institute are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.