

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES - AUSTRALIA

### 1 SCOPE OF THE GENERAL CONDITIONS AND DEFINITIONS

1.1 Unless otherwise stated in section 1.2 below, these general conditions for the purchase of the services (the "Conditions of Purchase") shall exclusively apply to and govern all of the Services and the Assignment acquired by Nokia Solutions and Networks Oy (a Finnish limited company ("Nokia") or any of its Affiliate as may be identified in the agreement, purchase order or other document making reference to these Conditions of Purchase (each of Nokia or Nokia Affiliate purchasing under this Agreement shall be a "Buyer") from the supplier of the Services as identified in the agreement, purchase order or other document making reference to these General Conditions ("Supplier"). Both Buyer and Supplier may be identified as "Party" or "Parties", as applicable.

1.2 These Conditions of Purchase, if made applicable by way of a reference to them in a purchase order/agreement (such purchase order or agreement together with the Conditions of Purchase hereinafter also referred to as the "Agreement") shall supersede and exclude the general, standard and any other terms and conditions, which may be written on or referred to in any quotation, order confirmation, delivery order, invoice or any other document in any technical form used by Supplier in selling Services to Nokia and Supplier shall be deemed to have fully accepted these Conditions of Purchase. No modification of or amendment to these Conditions of Purchase shall be valid, unless accepted by Nokia in writing. Except where mandated by law, neither Party shall be required to sign the purchase order/agreement or these Conditions of Purchase. In the event a signature is mandated by law, Supplier shall sign the purchase order, agreement or these Conditions of Purchase and send a signed original to the Buyer address identified on the relevant purchase order/agreement.

1.3 "**Acceptance Certificate**" shall mean the certificate issued by the Buyer 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 Conditions of Purchase together with any agreement, order and/or other document, to which these Conditions of Purchase are attached or to which the Parties have

otherwise agreed that these Conditions of Purchase apply to, as submitted by Nokia to the Supplier.

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

1.7 "**Completion**" shall mean the completion of the whole of the Assignment to the satisfaction of Nokia 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 Nokia 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 "**Non-Conformances**" 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 Conditions of Purchase are attached or to which the parties have otherwise agreed that these Conditions of Purchase 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 Nokia.

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 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.
- 1.17 **"Nokia Supplier Requirements" (Nokia-SR)** shall mean a document as updated by Nokia from time to time setting forth certain general requirements for all of the suppliers and subcontractors of Nokia.
- 1.18 **"Services"** shall mean all 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 Nokia upon Date for Completion.

## 2 EXECUTION OF THE ASSIGNMENT

- 2.1 The 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 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 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 Supplier by the Buyer, and ii) any other documents including information, reports, plans and data that is reasonably available to Supplier from any other sources. The provision of any specifications, documents or other information by the Buyer shall, however, not limit or be deemed to limit or otherwise diminish Supplier's liabilities under this Agreement.
- 2.4 The 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 Buyer issues an Acceptance Certificate pursuant to section 8 below.
- 2.5 The 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 Non-Conformances and fit for the intended purpose. The Supplier further warrants that all Services will be performed in a diligent, work person-like and professional manner, in compliance with industry standards, and in accordance with all specifications, instructions and/or documentation provided in the SOW or a purchase order or as otherwise agreed upon by the Parties in writing.

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 Buyer may be entitled by law or under the Agreement.

- 2.6 In the event that the Supplier fails to meet any of the warranties given in the Agreement, Buyer may at its option and upon notice to the Supplier: i) require the Supplier to rectify or replace any part of the Deliverables or Services to fully satisfy the given warranties at the Supplier's sole risk and expense within a reasonable time period specified by Nokia, 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 Supplier's sole risk and expense or, if (i) or (ii) are not possible require the Supplier to reimburse Buyer, the price of all such Deliverables or Services. Buyer's right to above mentioned remedies shall be without prejudice to any other rights or remedies Buyer may have against Supplier by law or under the Agreement.
  - 2.7 Time is of the essence in the performance of the Assignment. The Supplier shall perform the Assignment and deliver the Deliverables or Services to Buyer by the Date for Completion and/or by any other such agreed fixed dates or milestones.
  - 2.8 Unless otherwise agreed in writing between the parties, the 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 Supplier to execute the Assignment and the Services.
  - 2.9 The Supplier shall, as soon as the 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 Nokia 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 Supplier fails to meet the Date for Completion or any other agreed fixed date or milestone set forth in the Agreement, then the Supplier shall be liable to pay Buyer liquidated damages in the amount of one percent (1%) of the agreed price for the Assignment for each commencing calendar day of delay up to a maximum of twenty-five percent (25%) of the aggregate price of the Assignment. The right of Nokia to liquidated damages shall be without prejudice to any other rights or remedies Nokia may have against Supplier.
- Notwithstanding the aforesaid, Buyer shall not be entitled to liquidated damages if and to the extent that

such delay is due to reasons for which Buyer is responsible.

- 2.11 The Services, the Deliverables and all technical documents (incl. Site Folder), tooling, data, software and other material provided by Buyer to the Supplier and/or produced by Supplier for Buyer shall remain and/or become the property of Buyer, unless expressly agreed otherwise between the parties in writing. The 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 Buyer.
- 2.12 The Supplier shall comply with the Site Folder in all respects and ensure that all quality test results, records, and other documents required by Nokia are contained in the Site Folder. It is expressly agreed and understood that the Site Folder must be completed and delivered to Buyer both as a physical copy and in electronic format and subsequently approved by the end customer of Nokia prior to the issuance of the Acceptance Certificate.

**3 PERSONNEL**

- 3.1 The Supplier shall assign personnel of appropriate qualification, skill and experience to perform and fulfil its obligations under the Agreement. The 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 Supplier shall ensure the necessary supervision of the personnel and the performance of the Services. Supplier's personnel assigned to perform the Services are not employees or agents of Buyer, and Buyer shall not exercise any direct control or supervision over Supplier's Personnel, but Buyer's authorized representative will be available for consultation.
- 3.2 The Supplier shall ensure that all its personnel comply with all Legislative Requirements in the execution of the Assignment. Supplier shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from such Supplier's personnel, as required by law.
- 3.3 Under no circumstances shall an employment relationship be deemed to arise between Buyer and the 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. 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 Supplier shall not without the prior written approval of Nokia (which shall not be unreasonably withheld), subcontract any of the Services to fulfil any of its obligations under the Agreement. In case Supplier breaches the forgoing provision, the Buyer is entitled to terminate this Agreement in whole or in part and claim damages.

- 4.2 Nokia shall at all times have the right to forbid the 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 Nokia found to be unsuitable for the execution of the Assignment and/or the Services.

- 4.3 Notwithstanding any consent of Nokia, the 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 Supplier shall promptly deliver to Nokia any and all information on the subcontractors that may be reasonably requested by Nokia.

- 4.5 Nokia shall at all times have the right, by itself or through an authorized third party to conduct an inspection at the premises of the 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 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 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 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 Supplier warrants for a period of thirty (30) months from the Date of Completion that all materials and equipment supplied by the Supplier under the Agreement, if any, shall be free from all Non-Conformances and fit for the intended purpose. The Supplier further warrants that all materials and equipment supplied by the 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 Nokia may be entitled by law or under the Agreement.

- 6.3 In case Nokia has agreed to procure any materials or equipment necessary for the execution of the Assignment, Nokia shall use its best endeavours to provide such materials to the Supplier at mutually agreed time and place. The Supplier shall be responsible for the acceptance, insurance and storage of all materials and equipment provided by Buyer. The Supplier shall clearly mark all such

materials and equipment with sufficient notices to clearly indicate that the equipment is property of Buyer all in accordance with any instructions that may be given by Buyer.

- 6.4 The Supplier shall immediately inspect any materials and equipment provided by Nokia to ensure that the Service meet all specifications and other requirement specified by Buyer and promptly give notice to Buyer of any Non-Conformance in such materials. After the inspection of the aforementioned equipment and materials by the Supplier, the Supplier shall take full responsibility for the care of such materials and equipment and assume liability for risk of any loss or damage thereto.
- 6.5 Should the Buyer discover any Non-Conformance in the course of its inspections or subsequent thereto, it shall inform the Supplier of such Non-Conformance.

**7 CHANGES**

- 7.1 Buyer may require, and the Supplier may recommend, Changes at any time prior to the completion of the Assignment or the Services. The Supplier shall promptly undertake to perform any Changes required by Buyer.
- 7.2 The Supplier shall promptly advise Buyer 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 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 Buyer in writing, ii) the Change relates to additional measures to be taken outside the initial scope of the Assignment, iii) Buyer 's written request states that it is a request for such additional measures under this section 7.2, and iv) the Supplier has presented a binding estimate on the costs of the Change and Buyer has accepted such cost estimate in writing prior to the execution of the Change.
- 7.3 Under no circumstances shall the 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 Supplier and those, which the Supplier anticipated.

**8 COMPLETION AND ACCEPTANCE**

- 8.1 The Supplier shall notify Buyer in writing when the Supplier considers that the Assignment has reached the stage of Completion. Within fourteen (14) days of receipt of such notice Buyer shall, if satisfied that the Assignment has reached Completion, issue an Acceptance Certificate.
- 8.2 In the event that Buyer is not satisfied that the Services have reached Completion, Buyer shall notify the Supplier thereof within the aforementioned time limit and provide the reasons for not issuing the Acceptance Certificate.
- 8.3 The Supplier shall promptly rectify any and all Non-Conformances notified by Buyer and/or otherwise existing at the Date for Completion and inform Buyer

in writing upon completing the same. Buyer shall issue the Acceptance Certificate after having satisfied itself that such Non-Conformances have been rectified and the Assignment has reached Completion.

- 8.4 The Supplier shall surrender the results and benefit of the Services (including all rights and title thereto) to Nokia upon the request of Buyer, but in no event later than upon the Date of Completion.
- 8.5 Any certificate or acceptance granted, or payment made by Buyer shall not relieve the 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 Buyer.

**9 PRICES, TAXES AND 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 Supplier shall issue an invoice for the agreed fee after the issuance of Acceptance Certificate, unless the Parties have expressly agreed on a payment schedule milestone 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 Supplier shall issue an invoice for a certain agreed part of the fee after the completion and acceptance by Nokia of each respective milestone or other such mutually agreed interval.
- 9.3 All invoices submitted by the Supplier pursuant to the Agreement shall be delivered in arrears and shall include all items specified by Buyer as well as a breakdown of prices on the different items and s of the Services and the Assignment.
- 9.4 The Supplier warrants that the 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 Supplier agrees to notify Nokia 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. Buyer shall be entitled to withhold any applicable withholding taxes from payments due to Supplier. Supplier shall comply with all applicable tax legislation.
- 9.6 Both Parties agree to comply with all tax laws applicable to transactions contemplated under the Agreement 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 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 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 section 9.6, 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.
- 9.8 To the extent not inconsistent with mandatory provisions of the applicable law, Buyer shall pay Supplier within ninety (90) days of receipt of an undisputed invoice or acceptance of Services, whichever occurs later, according to Nokia Payments. Buyer is entitled to withhold payments if Supplier has not delivered the ordered Services in agreed quantities and/or if any Services do not strictly conform to the specifications and other requirements. Supplier shall deliver its invoices in accordance with the applicable processes and policies of Nokia.
- 9.9 Payment by Buyer does not constitute an acknowledgement that the corresponding Services comply with the requirements of this Agreement.
- 9.10 If Nokia is overdue on any payment due under the Agreement 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 Euro Interbank Offered Rate (EURIBOR) for Euro deposits offered for a onemonth/one week period or a comparable period as shown at or about 11:00 a.m. (London time) by the applicable the European Securities and Market authority ("ESMA") Benchmark Administrator or by any successor for administration of the Euribor on the due date or the lowest rate permitted by applicable law, whichever is the lesser, which interest shall accrue on a monthly 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.

**10 ENVIRONMENTAL REQUIREMENTS, COMPLIANCE AND ETHICS AND OCCUPATIONAL HEALTH AND SAFETY**

- 10.1 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 and all Buyer's official environmental policies and guidelines, Buyer's Environmental Requirements and other Buyer's reasonable instructions. Supplier shall inform Buyer of all materials, substances and compounds by weight and by location in the product in the form required by Buyer. Buyer 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 Buyer with instructions for disassembly, re-use and end-of-life treatment of the product(s), and with any other information that Buyer 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.

- 10.2 Each Party 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.
- 10.3 Neither Party shall offer or give to any employee or representative of the other Party anything of value, including but not limited to any gift, entertainment or hospitality, which is intended or could be viewed to improperly influence the other Party's employee or representative.
- 10.4 Failure by 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 Conditions of Purchase by Supplier entitling Nokia to terminate this Agreement.
- 10.5 Supplier shall indemnify and hold Nokia, its Affiliates, its customers, employees, officers, directors, shareholders, subcontractors or other representatives harmless from and against any actions, claims, demands, suits, losses, damages, liabilities, costs and expenses, 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 Services or any acts and omissions of Supplier.

**11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Supplier warrants that the Services or works results will not infringe any intellectual property rights All right, title and interest in and to all copyrights, trademarks rights, design rights, patents, trade secrets and any other intellectual property rights of whatever nature (the "IPRs") 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 Nokia, whether or not specifically

recognized or perfected under applicable law. Furthermore, the Supplier agrees not to engage in any acts that might jeopardize, or contest or attempt to acquire, any IPRs of Nokia in or to the Deliverables, the Assignment or Services, and shall upon request without cost to Nokia promptly execute all such documents as may be necessary to effectuate the vesting in, or transfer to, Nokia of such IPRs. The Supplier shall assign and cause its employees and authorized subcontractors to assign any and all such IPRs to Nokia and take such additional actions as may be requested by Nokia to perfect any IPRs of Nokia thereto. For the avoidance of doubt, the parties hereby acknowledge and agree that Nokia and its Affiliates shall have the full and exclusive right, at their entire and sole discretion, to apply for registration, register, use, exploit, license, dispose of and/or defend (including the right to all proceeds of the foregoing) any of the Deliverables, as trademarks, trade names, company names, logos, designs, internet domain names, social media handles, or otherwise, in connection with any products, services and/or activities, and in any country of the world.

- 11.2 If and to the extent it is impossible as a matter of law to transfer ownership in any IPRs or any part thereof from the Supplier, or the Supplier's employees or subcontractors, to Buyer, the Supplier hereby grants to Buyer, and warrants and will take all necessary steps to ensure that its employees and subcontractors will also grant to Nokia, 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 IPRs relating to or arising out of the Assignment and/or the Services.
- 11.3 Buyer shall also own all rights in any copies, translations, modifications, adaptations or derivatives of any IPRs 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 Buyer 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 Supplier any rights to the Deliverables or the work performed by Supplier pursuant to the Agreement or any license to copy, adapt or take any other action in respect of the same, all of which IPRs in which are, by the Agreement or otherwise, vested and the sole and exclusive property of Buyer.
- 11.5 Buyer acknowledges that the IPRs in all materials produced by the Supplier prior to and in no relation to the Assignment (the "Pre-Existing Works") shall remain vested with the Supplier. Supplier shall not include Pre-Existing Works into the Deliverables. The Supplier further undertakes to refrain from including into the Deliverables any materials the rights in which are owned by third parties, and/or from copying in any way or drawing inspiration from such third party materials.

11.6 Supplier shall indemnify, defend and hold Buyer harmless against any claims, actions, damages, losses, costs and expenditures, including but not limited to attorneys' fees and costs, sustained or incurred by Buyer, 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.

**12 GENERAL REMEDIES AND INDEMNITY**

- 12.1 In the event that the Supplier is in default of any of its obligation under the Agreement, Buyer shall also, without prejudice to any other rights or remedies that Buyer 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 Buyer and Supplier and replace Supplier with a third party to perform or complete the Services and/or the Assignment at the sole risk and expense of Supplier.
- 12.2 Supplier agrees to indemnify and hold Buyer 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 Buyer, its Affiliates, any of its customers, subcontractors or contract manufacturers from i) 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 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 Supplier.

**13 INSURANCE**

- 13.1 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 Buyer and naming Buyer as an additional insured and waiving Supplier's and its insurers' rights of subrogation and recovery against Buyer, from an internationally recognised and reputable insurance company to cover any and all obligations, undertakings, guarantees, warranties and indemnities attributable to the Supplier pursuant to the Agreement or otherwise, in relation to any performance of the Assignment.
- 13.2 The Supplier shall at all times comply with any and all Legislative Requirements relating to the issuance and maintaining of any insurance coverage. The Supplier shall, further, comply with any additional insurance requirements that have been agreed upon between the Parties.

**14 CONFIDENTIALITY AND PRIVACY**

- 14.1 Both Parties agree to keep confidential any technical, commercial, business related, financial or company information received in whatever form from the other Party and/or the other Party's agents, subcontractors, contract manufacturers or

customers. Each Party shall protect all such information from improper, unauthorized, negligent, or other inadvertent transfer to any third party.

14.2 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.

**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, Buyer shall be entitled to terminate the Agreement either partially or in its entirety at any time with seven (7) days' prior written notice to Supplier.

15.3 Upon termination, the 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 Buyer prior to the termination under the Agreement as valued with regard to the amount of the agreed original contract price and any Non-Conformances in the Services.

15.4 Buyer 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 Buyer to the Supplier and shall remain in force and effect until the date indicated by Buyer in its notice of suspension or until the revoking of the suspension by Buyer, whichever is the earlier.

15.5 The 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 Supplier to Buyer or made available by Buyer to the 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 Nokia and without any additional cost to Buyer.

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 Buyer 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 Notwithstanding anything contained in this Agreement, neither Party shall under any circumstances be liable for any loss of profit, loss of opportunity, loss of revenues and/or any special, indirect, consequential or incidental damage and/or other similar damage arising under or in connection with this Agreement and/or any Service, except for personal injury or damage to tangible property, damages arising from intentional misconduct or gross negligence, breach of confidentiality and privacy and intellectual property rights or any indemnity obligations of Supplier under 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 Except as expressly provided otherwise in this Agreement, neither Party may assign, novate, delegate, or transfer any of its rights or obligations under this Agreement without prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. However, Buyer may, without the prior written consent of Supplier, unconditionally assign, novate, delegate or transfer any or all of its rights and obligations under this Agreement, in whole, in part, or through a splitting of the Agreement, to any Affiliate or to any acquirer of a Buyer business line to which this Agreement relates.

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 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.
- 18.7 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 Services both prior to the first delivery of the Services and periodically thereafter, in order to ensure compliance with the requirements of the Agreement 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 Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances. The seat of the arbitration shall be Helsinki, Finland. The procedural law of this place shall apply where the rules are silent. The language of the arbitration shall be English. The award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

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.

**19 GOVERNING LAW AND DISPUTE RESOLUTION**

- 19.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Finland.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited