

## ARTICLE 1 - PURPOSE

These general terms and conditions of supply (hereinafter "General Terms") set forth the terms and conditions under which **NOKIA UK LIMITED**, registration number 02650571 with a registered office at 740 Waterside Drive, Aztec West, Almondsbury, Bristol, BS32 4UF, United Kingdom and/or its affiliated companies (hereinafter "Nokia") may sell to a purchaser (hereinafter defined as "Purchaser") telecommunications equipment with embedded Software (hereinafter "Products") for use in the United Kingdom unless otherwise agreed between the Parties (hereinafter "Territory") and provides any related services (such as planning, installation, supervision, training, consultancy and technical assistance services) in conjunction with the sale of Products (hereinafter "Services"). In these General Terms, Nokia and the Purchaser will individually be referred to as a "Party" and jointly as "Parties".

## ARTICLE 2 - APPLICABILITY

2.1 These General Terms form part of and are applicable to any proposal submitted by Nokia ("Offer") and/or each contract agreed between the Parties, and/or any purchase order issued by the Purchaser as a response to a firm and valid Offer based on these General Terms (hereinafter "Agreement"). The terms and conditions of any written contract between the Parties for a particular supply shall always supersede any conflicting terms in these General Terms and these General Terms shall always supersede any pre-printed terms of any purchase orders and/or Purchaser standard terms and conditions of purchase.

2.2 The provisions of these General Terms may only be supplemented or amended by written agreement between the Parties. All other not modified terms and conditions shall apply as set forth herein.

## ARTICLE 3 – SPECIFICATIONS – PRODUCT AVAILABILITY

3.1 The technical specifications of the Products are set forth in the Offer by Nokia or order confirmation. Any change to these specifications shall require written consent from Nokia. In the absence of any specific requirement, the Products shall adhere to the requirements and specifications generally applicable to Nokia similar products.

3.2 All information contained in the Products brochures and other similar material are binding only to the extent that they are expressly included by reference in the Agreement.

3.3 Notwithstanding the aforesaid provisions, Nokia may make minor modifications to the Products (or provide new versions or models) without prior notice provided that such modifications and/or new versions meet the performance, specifications and interface conditions agreed in the Agreement.

3.4 Unless otherwise defined in the Offer, Nokia may subsequently decide to ramp down the production of any Products, and/or extensions, spare parts (or compatible replacement parts) for Products or cease related repair services. Nokia shall use its reasonable efforts to notify the Purchaser of such decision. Products will be available for six (6) months, extensions and spare parts (or for replacement parts) twelve (12) months and repair services for sixty (60) months, as of the date of notification or in the absence of notification as of the date of delivery. All orders must be issued by the Purchaser prior to the expiry of the respective time periods set forth above.

## ARTICLE 4 - ORDERING AND DELIVERY PERIOD

4.1 The Purchaser may from time to time issue purchase orders for Products and Services under these General Terms subject to Nokia's acceptance of such purchase orders or notification of any necessary change or correction or clarification.

4.2 Each purchase order shall become binding between the Parties only upon acceptance by Nokia unless otherwise specified in the Agreement.

## ARTICLE 5 - TAX, PRICING AND PAYMENT

5.1 The prices, price validity and expected delivery quantities for Products and Services as well as the terms and conditions of payment will be set forth in the Agreement. Unless otherwise agreed in the Agreement, Nokia shall be entitled to invoice one hundred percent (100%) of the Products price upon delivery to the Purchaser and for Services one hundred percent (100%) upon completion of the relevant Service.

5.2 Unless otherwise specified in the Agreement, all prices are expressed, and all payments shall be effected in Great British Pounds (£GBP).

5.3 Unless otherwise stated in the Agreement the prices include all charges for packing, shipping, carriage to the named place agreed between the Parties, but excludes import duties and taxes, including any applicable value added taxes ("VAT") and any other statutory local taxes. Nokia shall apply VAT and any other statutory taxes applicable to the Territory as appropriate at the then prevailing local rate at the time of supply of the Products or the performance of the Services. ("hereinafter Taxes").

5.4 Should Nokia be obliged to pay any Taxes in respect of the provision of Products or Services, the Purchaser shall refund the same within thirty (30) days of receipt of the documents justifying their payments. Should this be prevented by local legislation, Nokia shall

reserve the right to increase the prices in proportion to the tax load actually borne. If any payment by the Purchaser is subject to withholding tax, the Purchaser agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount, as is necessary to ensure that Nokia receives the same amount it would have received if there had been no withholding. Prices may be adjusted to reflect changes to the tax laws (including but not limited to any applicable new or increased duties or indirect taxes).

5.5 Payments shall be made to the bank account of Nokia specified in the invoice in accordance with the payment terms set out herein or in the Agreement. Unless otherwise agreed in the Agreement, all invoices shall be payable within thirty (30) days from the invoicing date appearing on such invoice.

5.6 Where expressly stated in the Offer that, payments are to be made by way of an irrevocable confirmed letter of credit, Article 5.6 and 5.7 shall apply. The Purchaser shall ensure that such letter is opened by a first-class bank and confirmed by an international bank acceptable to Nokia (hereinafter "Letter of Credit"). The Letter of Credit shall be valid for the duration of the Agreement plus three (3) months and, if necessary, shall be renewed on request of Nokia. Costs of the extension of the Letter of Credit shall be borne by the Purchaser unless the extension is due to reasons attributable only to Nokia, in which case such extension costs shall be paid by Nokia.

5.7 Prior to the opening of a Letter of Credit, the Purchaser will notify Nokia of the name of its issuing bank and request the name of Nokia's advising bank which is to confirm the Letter of Credit. If Nokia's advising bank does not confirm the Letter of Credit, the above time limit for opening of the Letter of Credit may be extended by mutual agreement between the Parties. The Purchaser will pay all bank charges for the opening of the Letter of Credit. All bank charges relating to the confirmation of the Letter of Credit shall be paid by Nokia.

5.8 In the event of any delay in payments, the Purchaser shall pay interest on the amount delayed at the rate equivalent to the rate of statutory interest. The interest will accrue from day to day on the basis of the actual number of days elapsed and a 365 day year and shall be payable on demand and compounded monthly in arrears. In this Clause "statutory interest" means interest within the meaning of section 1 of the Late Payment of Commercial Debts (Interest) Act 1998. Any partial payments received shall first be applied to cover accrued interest, if any, and thereafter credited to cover the principal amount outstanding.

5.9 In addition to the above, in the event the Purchaser fails to pay any amount to Nokia on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, Nokia shall be entitled to suspend performance of its obligations under the Agreement, following written notification to the Purchaser, until payment in full of the outstanding amounts in respect of the Products and Services actually delivered and rendered and not paid for. Moreover, Nokia shall be entitled to require additional financial securities.

5.10 In the event of suspension by Nokia of the Agreement, the Time Schedule shall be automatically extended for a period of at least the actual duration of the suspension and Nokia shall be reimbursed by the Purchaser for any damage or additional cost incurred as a result of such suspension and remobilization.

#### ARTICLE 6 - TERMS OF DELIVERY, RISK AND TITLE

6.1 Delivery terms will be specified in the Agreement. If no other delivery term has been agreed, all deliveries of Products into the United Kingdom by Nokia will be Delivered At Place (DAP) at a location defined by Nokia in accordance with the INCOTERMS 2010 of the International Chamber of Commerce. Risk in the Products shall pass to the Purchaser upon delivery.

6.2 Subject to Article 16.1 below, title in Products (other than the software) passes to the Purchaser upon full payment of the price, unless otherwise specified. Notwithstanding the above, Purchaser shall not dispose of, encumber, mortgage, pledge, assign by way of security or otherwise charge the Products until it has paid Nokia in full for such Products.

#### ARTICLE 7 - TIME SCHEDULE AND DELAYS

7.1 The Parties will agree on the overall time schedule for the Agreement, indicating the relevant time periods and dates including for shipment, installation, testing and commissioning of the Products (hereinafter "Time Schedule"). In the absence of express agreement, Nokia shall perform its obligations hereunder as promptly as reasonably possible.

7.2 Subject to the foregoing, if, for reasons solely attributable to a default by Nokia (excluding Force Majeure), there is a delay in the date on which the Product is ready for acceptance testing, in accordance with the Time Schedule, and after a grace period of eight (8) days has elapsed, then the Purchaser may claim from Nokia, as liquidated damages in respect of the delay, a sum equivalent to zero point five (0.5) percent of the price of the delayed Products per week of delay up to a maximum of five (5) percent of the price of the relevant delayed Products.

7.3 The Parties agree that the aforementioned liquidated damages do not constitute a penalty and are a reasonable and good faith pre-assessment of the damage that might be suffered by the Purchaser on account of delays under the Agreement and that they are the sole remedy of the Purchaser on account of delays.

7.4. In case of any delay attributable to the Purchaser, Purchaser shall reimburse Nokia for any additional costs incurred as a result thereof. In particular, additional charges may be imposed on Purchaser if Nokia is prevented from delivering or installing any Products due to reasons attributable to the Purchaser.

## ARTICLE 8 - INSPECTION AND ACCEPTANCE

8.1 Upon delivery of the Products, the Purchaser shall perform a visual and quantitative inspection of the Products on delivery and shall notify Nokia in writing of any apparent defect, omission or damage. If such notice is not given within ten (10) days following inspection, the Products shall be deemed accepted and in conformity with the packing list and free from apparent defects.

8.2 In case the Products are installed by Nokia, Nokia will notify the Purchaser of the date upon which the Products will be ready for acceptance testing and will test the Products for conformity with the technical specifications contained in the Agreement. The acceptance tests will be carried out in accordance with the acceptance procedures contained in the proposal or subsequently provided by Nokia. Such tests shall commence on an agreed date within seven (7) working days from the date notified in writing to the Purchaser and shall be completed within the time set out in the acceptance procedures agreed between the Parties. Within three (3) working days after the satisfactory completion of the acceptance tests, an acceptance certificate will be issued by Nokia and signed by the Purchaser. Minor defects or shortcomings not affecting the operational use of the Products will not give rise to rejection, provided that Nokia shall undertake to remedy such defects and shortcomings expeditiously.

8.3 If the Products are rejected, the Purchaser shall issue within three (3) working days a report to Nokia listing the shortcomings, which led to the rejection. Nokia will make up for the shortcomings with all diligence and re-offer the Products for acceptance testing.

8.4 Nokia may issue the acceptance certificate alone if (i) the Purchaser fails to attend the acceptance tests and Nokia alone conducts successful tests, (ii) the Purchaser does not sign an acceptance certificate within three (3) working days following successful acceptance tests, (iii) the Purchaser puts the Products into commercial use prior to successful acceptance tests or (iv) if Products has been installed but, due to reasons beyond the control of Nokia, it has not been possible during a period of two (2) months, to proceed with the acceptance tests.

## ARTICLE 9 - WARRANTY

9.1 Warranty for hardware. Unless otherwise agreed in the Agreement, Nokia warrants that the Products (excluding Software) will be new, unused (except for testing required under the Agreement) when delivered and, subject to the provisions of this Article 9, will be free from defects in materials and workmanship and will function substantially in accordance with the applicable technical specification during the warranty period of 12 months from the date of delivery or 16 months from the date of production, indicated on each equipment part, whichever is shorter. In the event that the Product is installed by Nokia, the warranty period for such Product shall commence on the date of installation or any such later date agreed upon in the Agreement. However, under no circumstances shall the warranty period commence later than three (3) months from the date of delivery of each Product. Repaired or replaced units and subassemblies shall have a new warranty period of three (3) months from date of delivery to the Purchaser or up to the end of the original warranty period, whichever is longer.

Unless otherwise agreed between the Parties, the Purchaser shall arrange, at its own cost, the return shipment of the defective part, subassembly or unit (if applicable) to the facility designated by Nokia, together with the appropriate documentation required for such shipment and return shipment thereof. The insurance costs for the sending to the Purchaser of parts replaced or repaired by Nokia shall be borne by Nokia. The re-installation of the repaired or replacement part, subassembly or unit shall be performed by the Purchaser at its own cost.

9.2. Warranty for Software. Nokia undertakes to remedy errors and malfunctions discovered in software delivered by Nokia under the Agreement ("Software") during a period of ninety (90) days from the date when the Software is first loaded in the Purchaser's products in accordance with the provisions below. In the absence of any other date having been agreed upon in the Agreement (e.g. acceptance date) and/or documentation regarding the loading date of the Software on the Purchaser's products, Software shall be deemed to have been loaded on the date of delivery. Absence of errors in Software is not warranted.

This Article doesn't apply for Software supplied under license from third parties, for which the rights and guarantees given are those which Nokia is authorized to provide to its clients.

As first remedial measure in case of problem affecting the Software performance subsequent to the installation of an updated or new version of such Software, the Purchaser shall reload the most recent Software update or version to restore performance.

Notwithstanding the aforesaid, errors in that part of Software that is embedded on devices which are not readily reprogrammable shall be rectified through the repair or replacement of the applicable hardware module under the warranty terms and conditions applicable to hardware.

9.3 General Exclusions. The warranties of Nokia under this Article 9 are valid only on condition that:

- (a) the Purchaser has acted fully in conformity with the provisions of this Article 9;
- (b) the Products have been transported, stored, installed and operated fully in accordance with the instructions and specifications of Nokia; and
- (c) the Products have not been modified or repaired by any unauthorized party or using any unauthorized parts, subassemblies or software without the prior written consent of Nokia; and

- (d) the Purchaser shall have notified Nokia in writing of each defect discovered in the Products promptly upon its occurrence but in any event not later than ten (10) calendar days after it has been discovered; and
- (e) the Purchaser shall have promptly provided any additional information concerning the defect and its occurrence upon Nokia's reasonable request.

The warranties of Nokia under this Article 9 do not cover:

- (a) consumable, perishable or wearing parts;
- (b) any defects arising out of or in connection with any improper handling or use or by external reasons such as (but not limited to) excessive physical force, water or humidity and other detrimental environmental or operating conditions beyond the limits specified for each Product;
- (c) electromagnetic interference or malfunctions of interconnected equipment; or
- (d) damage to property or equipment other than the Product itself.

9.4 Liability. Nokia's liability for any breach of warranty or otherwise hereunder shall be strictly limited to repair or replacement of the non-conforming Products or parts thereof or the repayment of amounts paid with respect thereto, at Nokia's sole discretion.

The fulfillment of the obligations set out in this Article 9 shall be in full satisfaction of Nokia's liability for defects with regard to the Products and the Purchaser shall hold harmless and/or indemnify Nokia from any claim of third parties in this respect.

The above warranties do not extend to any warranty of merchantability or fitness for a particular purpose.

Other than as expressly set out in the above warranties, all other warranties or conditions, express or implied, are excluded to the fullest extent permitted by applicable law.

9.5 Maintenance. In the event the Purchaser wishes Nokia to provide maintenance and support services in addition to these warranty services, the Parties will enter into a separate annual maintenance and support agreement on terms and conditions to be agreed.

#### ARTICLE 10 – TRAINING, INSTALLATION AND SERVICES

10.1 Nokia shall provide training to the Purchaser in relation to Products only upon agreement regarding related terms and conditions and prices.

10.2 In the event of installation by the Purchaser, Nokia may provide technical assistance in relation thereto subject to mutual agreement regarding the terms and conditions and related price for such additional services. This assistance will in no event affect the acceptance of the Products as per Article 8 above.

10.3 The Purchaser shall obtain all the governmental consents, permits, approvals and licenses necessary for the performance of the Agreement (including timely delivery, installation, testing, commissioning and operation of the Products).

10.4 The Purchaser shall be responsible for acquisition and the preparation of the sites (in particular for delivery and installation), in accordance with Nokia site specifications (including safety rules).

10.5 In order to permit Nokia to meet its obligations with respect to the Agreement (including installation, technical support and maintenance if any), the Purchaser shall ensure that Nokia shall be (i) provided with full access to all relevant sites at all time (including overtime Saturdays and Sundays), and to delivered Products, spare parts, testing equipment, and system documentation and records and (ii) informed in due time of all system or interface modifications which could have a material impact on the Services to be rendered by Nokia. Access and use of the sites and all such facilities by Nokia for the performance of the Agreement shall be free of charge to Nokia.

10.6 In performing any Services, Nokia is permitted to use new, technologically advanced methods of providing and delivering the Services, including software robotic automation, remote access including SSH, Secure Shell access to the Purchaser's network for the purpose of reducing overall execution time of service delivery. The new methods shall be in full compliance with the obligations contained in this Agreement and shall not be considered as a change to the Services, requiring the Purchaser's consent.

#### ARTICLE 11- COMING INTO FORCE AND TIME SCHEDULE

Unless otherwise agreed by the Parties, the time periods for delivery ("T0") shall not be binding unless and until all of the following cumulative conditions precedents have been satisfied:

- The Purchaser shall have obtained all the governmental consents, permits, approval and licenses necessary for the timely delivery, installation, testing, commissioning, and operation of the Products;
- the down payment (if any) is received;
- the financing (if any) is into force and the funds available;
- the Confirmed Letter of Credit (if any) is opened and accepted by Nokia;

- The Agreement is effective and any other condition precedent set out therein is fulfilled.

#### ARTICLE 12 - FORCE MAJEURE

12.1 Neither Party shall be liable to the other for any delay or non- performance caused by any event of Force Majeure.

12.2 "Force Majeure" event means any event which is beyond a Party reasonable control, including but not limited to, governmental decision or inaction, war (including acts of terrorism and warlike acts, even if no formal state of war has been declared), accident, transport damage, export restrictions, cessation or suspension or severe restrictions on national or international transport, personal security concerns (such as hostage taking, kidnapping, assassination, or suicide attacks), explosion, civil or military uprising, sabotage, fire, flood, droughts, monsoon, exceptional weather conditions, natural calamities, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including, but not limited to components material, electricity, water, fuel and the like), strike, labor dispute and lockout.

12.3 Each Party shall promptly inform in writing the other Party of any event of Force Majeure, its expected duration and cessation, respectively.

12.4 If the delay resulting from Force Majeure exceeds three (3) months, either Party may cancel the unperformed part of the Agreement. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.

#### ARTICLE 13 - LIABILITY

13.1 Except as otherwise specified in Article 13.2, the liability of Nokia in respect of any Products or Services supplied or agreed to be supplied pursuant to any Agreement is limited to the price of these Products or Services.

13.2 Each Party hereto shall hold harmless and indemnify the other Party for any and all liability arising from any accident or injury to any person occurring in connection with the negligent errors, negligent omissions or other negligent actions of that Party or its employees, servants and agents and those of its subcontractors engaged in the activities connected with the Agreement.

13.3 Notwithstanding any other provision of the Agreement or these General Terms, neither Party shall under any circumstances be liable for any special, indirect, consequential or incidental damages or any financial or economic losses of any kind such as but not limited to loss of profits, opportunities, revenues, loss of data, income, business, anticipated savings or reputation or loss of use howsoever arising under or in connection with the Agreement and these General Terms.

13.4 Notwithstanding anything to the contrary set forth in these General Terms, Nokia's total liability under the Agreement shall be limited to one hundred percent (100%) of the value of payments made by the Purchaser under the relevant purchase order in accordance with Article 5 above during the validity of this Agreement or during the twelve (12) month period preceding the event of causing the damage, whichever is shorter.

13.5 Any exclusion or limitation of liability in the Agreement or these General Terms shall not apply to any liability which cannot be excluded or limited (as the case may be) as a matter of applicable law.

#### ARTICLE 14 - GOVERNMENT REGULATIONS

14.1 The Purchaser shall fully comply with all relevant export laws and regulations so as to ensure that the Products or any part thereof is not exported, directly or indirectly, in violation of such laws and regulations.

14.2 The Purchaser shall not use, distribute, transfer, assign or sale the Products (or any part thereof) unless authorized by all relevant export laws and regulations.

14.3 Each Party shall execute and furnish all certificates and other documents as may be required in order to obtain any such authorization for export.

14.4 In the event of exit from the Europe Union by the United Kingdom of Great Britain and Northern Ireland, or in case any national or state or other applicable statute, or any law or regulation or by-law of any duly constituted authority is changed, repealed or comes into force after the effective date of the Agreement, (including, without limitation, as a result of exit from the Europe Union by the United Kingdom of Great Britain and Northern Ireland) and as a result, Nokia is subject to extra costs, additional time and/or additional regulatory, technical, compliance, duties or other requirements in relation to the provision of the Products and/or Services or the execution of the work or of any temporary work, the Purchaser shall be responsible for and shall bear the risk of such extra costs, additional time and/or regulatory, technical, compliance, duties or other requirements. Without prejudice to the foregoing, both Parties shall meet and discuss in good faith the possibility of reducing the impact of such changes during the implementation of the Agreement and, if any such changes which would render this Agreement or any provision of these General Terms impossible or unlawful to perform in any material respect or would otherwise render any provision of this Agreement materially different in effect from that at the effective date of this Agreement.



14.5 The covenants set forth in this Article shall survive the termination of the Agreement and continue in full force and effect.

#### ARTICLE 15 - CONFIDENTIALITY

15.1 Any information received by any mean and in whatever form by a Party (hereinafter "Receiving Party") from the other Party (hereinafter "Disclosing Party") under or in connection with the Agreement; including without limitation any technical or commercial information, documents, drawings, specifications, manuals, data, documentation, software, processes, know-how and other unpublished information (hereinafter "Information") shall be treated as confidential by the Receiving Party.

In particular, the Receiving Party shall treat and protect such Information with the same degree of care (but no less than a reasonable degree of care) as it would use for its own confidential information.

The Receiving Party shall not disclose to third parties (excluding that Party's affiliated companies on a need to know basis) nor use for any purpose other than for the proper fulfilment of the Agreement any Information without the prior written permission of the Disclosing Party.

The above confidentiality obligations shall not apply to any Information which was in the possession of the Receiving Party prior to disclosure and not subject to any obligation of confidentiality hereunder; or was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party; or was independently developed by personnel of the Receiving Party having no access to the Information.

15.2 The Receiving Party shall limit access to Information to those of its personnel and/or affiliated companies for which such access is reasonably necessary for the proper performance of the Agreement, and shall use its best efforts to ensure that its affiliated companies, directors, officers, employees, contractors will abide in writing to confidentiality written undertakings at least as restrictive as those contained in this Article.

15.3 The above confidentiality obligations shall survive the expiration or termination of the Agreement for any reason whatsoever for a period of five years.

#### ARTICLE 16 - INTELLECTUAL PROPERTY RIGHTS

16.1 Ownership of the copyright in all Information shall remain with the Disclosing Party but the Receiving Party shall be deemed to have a non-exclusive royalty-free right to use (without prejudice to any Software license fees or royalties as may be specified in the Agreement) such copyrighted materials for the performance of its obligations under the Agreement as well as for the operation and maintenance of the Products in the Territory.

16.2 Subject to the conditions and limitations set forth below, Nokia undertakes to hold harmless and defend the Purchaser arising out of infringement of patents, copyrights or registered designs of third parties by the Products and indemnify Purchaser for any related damage finally awarded by a court of competent jurisdiction based exclusively on the determination of the existence of an infringement originally imputable to Nokia, provided that, in case of any claim of infringement or threatened legal action against it, the Purchaser (i) shall have promptly notified Nokia in writing, (ii) shall not have compromised or settled such claim of infringement without Nokia prior written consent, (iii) shall permit Nokia to conduct, at Nokia's own expense, any ensuing litigation and all negotiations for a settlement of the claim and provide Nokia full authority to manage the defense or settlement of the claim, and (iv) shall provide Nokia, at Nokia's expense, full co-operation and assistance, including but not limited to the communication of all relevant documents and information in its possession.

16.3 To the extent any part of the Products is held by court decision to be infringing and the claim is not finally settled, Nokia, at its discretion and expenses, shall be entitled to (i) attempt to obtain from the third party the right for the Purchaser to use the infringing part of the Product, or (ii) modify or replace such infringing part thereof so that it becomes non-infringing, provided that such modification or replacement shall not impair the value of the Product or the operation for the purpose for it was supplied, or if (i) or (ii) can for technical, economical or commercial reasons not reasonably be realised, to re-buy it (at a price which is the initial sales price or license fees less a depreciation based on five (5) years straight lined depreciation).

16.4 The obligations of Article 16.2 and 16.3 shall not apply to any claim which is based on (i) Nokia compliance with Purchaser's design, instructions or specifications, or (ii) any use of Products in a manner, or for a purpose, which was not foreseeable, not conformed with their technical specifications, or not approved by Nokia, or (iii) the assembly, combination, operation or use of such Products or part thereof with any product not supplied by Nokia if such infringement would have been avoided by the use of the Product without such product, or (iv) modification of the Products or part thereof by the Purchaser or any third party without Nokia prior written consent, or (v) an infringement in a country other than the Territory of sale or use of the Products.

To the extent that a third party makes a claim of infringement against Nokia based on the exceptions specified above, the Purchaser shall indemnify Nokia in respect of any cost, loss or damage arising out of such action, subject to the same conditions (*mutatis mutandis*) as are specified above.

16.5 The foregoing states the Purchaser's sole and exclusive remedies under this Article.

## ARTICLE 17 - SOFTWARE LICENSE TERMS

17.1 The Purchaser is granted a license to use the Software delivered under the Agreement strictly under the terms and conditions set out in this Article 17 (hereinafter "Software License Terms"). Except as expressly stated in the Agreement, Nokia shall provide the Purchaser with the object code only.

17.2 Software means any software developed or acquired by Nokia and delivered in whatever form (e.g. separate physical media, on-line) to the Purchaser under the Agreement or any related maintenance or care agreement, and includes (i) the machine-executable object code version of the user-loadable programs of the Products; (ii) the microcode (firmware) embedded in the Products; (iii) all related user documentation; (iv) any update or revision of these programs or the microcode, and (v) any copy of these items.

17.3 Software does not include and these Software License Terms do not apply to any third party software including any OEM Software delivered to the Purchaser in connection with or as part of the delivery of Products or Services, provided that Nokia separately informs the Purchaser of such licenses and of the terms and conditions applicable thereto.

17.4 Nokia shall grant the Purchaser a non-exclusive, non-transferable right to use delivered Software solely for use on or in conjunction with the Products supplied by Nokia.

Said license shall be granted under the conditions set out in the Agreement, with regard to right to use, the number of subscribers, the capacity, the functionalities, etc.

17.5 The Software License Terms shall not include any right to grant sublicenses. The Purchaser will not permit any third party to use the Software, except when necessarily afforded to subscribers of Purchaser's network system of which the Products forms a part. The Purchaser will not rent, sell or distribute the Software or make it available on a time-sharing basis.

17.6 Except to the extent permitted by applicable mandatory law, the Purchaser may not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software without Nokia's prior written authorization. Notwithstanding the above, the Purchaser may make a reasonable number of back-up copies, with reproduction of all confidentiality and proprietary notices, of each user-loadable program and any related update or revision in order to replace an authorised existing copy.

17.7 Title to the Software (including any copy, translation, modification, adaptation or derivation work) is and will remain the exclusive property of Nokia and its licensors, whether or not specifically recognized or perfected under any applicable law. The Purchaser will not take any action that jeopardizes such proprietary rights or acquire any right in the Software, except the limited use rights specified in these Software License Terms.

17.8. The licensing terms applicable to Nuage Products are set out in **Annex 1 (Software License Terms for Nuage Networks Products)**.

## ARTICLE 18 - ENVIRONMENT, HEALTH AND SAFETY

18.1 Notwithstanding any local legislation to the contrary, Purchaser assumes full responsibility and cost for the health and safety of its network operations, including maintenance of any equipment (including the Products) and sites, and for the proper removal, control, collection, recycling, disposal, and reporting of its network equipment (including the Products) and utilities at their end of life (regardless of whether such equipment was purchased under, before or outside of the Agreement) according to sound environmental principles including, if applicable, any such requirements in local legislation.

The Purchaser shall indemnify and hold harmless Nokia from any and all claims from any third party (including any competent authority) arising as a result of a failure by Purchaser to perform its obligations as defined above. This provision shall survive the termination or expiration of the Agreement for whatever reason.

18.2 Where Products are replaced, relocated or recycled, it is understood that Purchaser's responsibility for end of life disposal remains the same as described above, unless otherwise agreed in writing between the Parties.

18.3 In addition, no Product should be sold or transferred to third parties by Purchaser unless Purchaser has ensured that the obligation to remove, control, collection, recycle and dispose of such Products in accordance with applicable law and sound environmental principles has been assumed by such third party or remains with the Purchaser, and in full compliance with the terms of the applicable Software license. Purchaser indemnifies and holds harmless Nokia for any failure to comply with this obligation. This provision survives termination or expiration of the Agreement.

## ARTICLE 19 - TERMINATION

19.1 In the event that a Party is in default of a material obligation under the Agreement (including payment obligations) and fails to remedy (or, as applicable, to take sufficient action to remedy) such default within a reasonable time fixed by the non-defaulting Party (which period shall not be less than sixty (60) days) in a written notice drawing the attention of the defaulting Party to the default and requiring the same to be remedied, then the non-defaulting Party shall have the right to terminate the respective Agreement after the expiry of the period fixed, provided that the period during which the defaulting party shall have the right to cure such a default shall be extended as long as the defaulting is diligently and promptly taking actions to cure such a default.

19.2 In the event of bankruptcy, receivership or comparable procedure under applicable law of a Party hereto or in case the default is not

capable of being remedied, then the non-defaulting Party may terminate the Agreement forthwith. Termination shall apply to such part of the Agreement as remains unperformed unless it would be manifestly unreasonable to require the terminating Party to retain the part performed by the defaulting Party.

19.3 Any termination of any Agreement (howsoever occasioned) shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at laws and shall not affect any accrued rights or liabilities of either Party.

19.4 In case of delays in the performance of the Agreement, the Purchaser shall not be entitled to terminate the Agreement, unless the maximum cap of liquidated damages as defined above, is reached.

#### ARTICLE 20 - DATA PROTECTION AND PRIVACY LAW

20.1 Nokia complies with all data protection and privacy laws generally applicable to the provision of Products and Services by Nokia. Purchaser agrees to assume responsibility for compliance with any privacy or data protection law applicable to Purchaser.

20.2 Any Purchaser Personal Data (as defined under the General Data Protection Regulation (GDPR)) that Nokia processes on Purchaser's behalf may be transferred to, stored and processed in any country outside the country in which the Purchaser is located where Nokia or Nokia Affiliates or subcontractors maintain facilities.

20.3 Nokia is hereby authorized to perform any such transfer of Purchaser Personal Data to any such country and to store and process Purchaser Personal Data to provide the Services or perform its obligations under the Agreement.

20.4 Use of Affiliates and subcontractors: Nokia may use Nokia Affiliates and subcontractors to perform its obligations hereunder, including without limitation to provide certain services on its behalf, such as troubleshooting and customer support. Any such Nokia Affiliate or subcontractor shall be permitted to obtain Purchaser Personal Data only in connection with the performance of such obligations, such as to deliver the services Nokia has retained them to provide, and they shall be prohibited from using Purchaser Personal Data for any other purpose. Nokia shall ensure that Nokia Affiliates and subcontractors are bound to appropriate data protection obligations and Nokia remains responsible for Nokia Affiliates' and subcontractors' compliance with the obligations under this Article. Nokia is hereby authorized to disclose and transfer Purchaser Personal Data to Nokia Affiliates and subcontractors as described in this Article.

20.5 Where Personal Data originating in the European Economic Area is processed by Nokia outside the European Economic Area or in a territory that has not been designated by the European Commission as ensuring an adequate level of protection pursuant to privacy law, Nokia and Purchaser agree that the transfer will be subject to the Standard Contractual Clause (SCCs) approved by the European Commission which shall be deemed to apply in respect of such processing. The Purchaser agrees to enter into an agreement using the Standard Contractual Clause (SCCs) approved by the European Commission with Nokia's nominated Affiliate and authorise the processing of Personal Data between Nokia Affiliates as detailed in **Annex 2 (Standard Contractual Clauses (processors))**. The Purchaser shall ensure that the processing of such Personal Data does not commence until the Purchaser has confirmed to Nokia that it has obtained any approvals required from relevant privacy authorities and the SCCs are entered into.

20.6 Nokia does not acquire any rights to Purchaser Personal Data and will not use or disclose Purchaser Personal Data for any purpose other than:

- (i) to perform its obligation under this Agreement. This may include, but is not limited to troubleshooting for preventing, detecting, identifying and repairing, errors, defects, malfunctions and non-conformance in operation of Products, and improvement and further development of Products or their features;
- (ii) to comply with a legally binding request or subpoena of a governmental, judicial or regulatory authority.

20.7 Purchaser is responsible for responding to any request from users. Nokia will not independently respond to requests from users except where required by applicable law.

20.8 Nokia has implemented and will maintain appropriate technical and organizational measures, to protect Purchaser Personal Data against accidental loss, destruction, and alteration and unauthorized disclosure or access.

20.9 Unless otherwise agreed by the Parties in connection with an Agreement, Nokia has no obligation to store or retain any Purchaser Personal Data and may at its discretion delete or make anonymous any Purchaser Personal Data in its possession.

#### ARTICLE 21 - ANTI-CORRUPTION

Each Party shall comply with requirements of anti-corruption laws and shall not take any action that may violate these requirements. Parties do not pay, do not offer to pay or allow the payment of any monetary assets or valuables, directly or indirectly, to any person for influencing the actions or decisions of those persons in order to obtain any improper advantage or to implement other illegal purposes; do not carry out actions that are qualified by the law applicable for the purpose of this Agreement as giving/receiving of bribes or commercial bribery of any individual persons or entities, including, but not limited to, commercial organizations and their representatives, government



and public authorities, state and municipal officials.

#### ARTICLE 22 - APPLICABLE LAW AND DISPUTES

22.1 The Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by the laws of England unless otherwise set forth in the Agreement.

22.2 Unless otherwise agreed in the Agreement, any and all disputes, controversies or claims that may arise between the Parties under or in connection with any Agreement (including, but not limited to a breach, termination or validity thereof), which cannot be amicably settled between the Parties in good faith after thirty (30) days, shall be finally settled (together with any counterclaims) by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in the English language. The place of arbitration shall be London, England and the award by the arbitrators shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

22.3 The Parties specifically disclaim the application of the United Nations Convention on "Contracts for the International Sale of Goods.

22.4 Nothing in this Agreement confers any benefit on any third party or right to enforce any benefit by any third party. The ability of third parties to enforce any rights under the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

#### ARTICLE 23 - NOTICES

23.1 Any notice to be served under this Agreement on a party may be delivered, sent by prepaid first class recorded delivery post, sent by prepaid airmail, sent by air courier to the party. Unless notified otherwise in writing, any notice issued to the Purchaser shall be sent to its registered address and any notice issued to Nokia shall be sent to the following address:

Head of Legal & Compliance UK&I  
Nokia UK Limited.  
3 Sheldon Square  
London, UK W2 6PY.

24.2 Notices shall be deemed to have been given at the time stated below provided communication is addressed as set out above and properly franked or otherwise prepaid

- a) by recorded delivery - seventy-two (72) hours
- b) by hand delivery or courier - immediate upon receipt by the recipient

#### ARTICLE 24 - MISCELLANEOUS

24.1 No failure or delay of either Party in exercising its rights hereunder shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

24.2 If any term, clause, or provision hereof shall be judged to be invalid, the validity of any other term, clause, or provision shall not be affected; and such invalid term, clause, or provision shall be re-interpreted as a whole and amended in order to re-instate its essential objectives and balance.

24.3 Neither Party shall assign or transfer to any third party, without the prior written consent of the other Party, any Agreement or any of its share or interest therein. Notwithstanding the aforesaid, Nokia may assign or subcontract all or part of its rights and obligations under the Agreement to any affiliated company. Moreover, Nokia shall be entitled to assign to any third party, the right to invoice or receive payment or the right to sell its receivables under any Agreement. Also, notwithstanding the aforesaid, Nokia may freely use any reliable sub supplier and/or subcontractor in the performance of its obligations hereunder on the understanding that Nokia shall be fully responsible towards the Purchaser for the supply of such sub suppliers and subcontractors.

24.4 The relationship between Nokia and the Purchaser during the term hereof shall be solely that of vendor and vendee. The Purchaser, its agents, employees, representatives or affiliated company shall under no circumstances be deemed agents or representatives of Nokia and the Purchaser and said agents, employees, representatives or affiliated company shall have no right to enter into any agreements or commitments in the name of or on behalf of Nokia or to bind Nokia in any respect whatsoever.

## ANNEX 1

## SOFTWARE LICENSE TERMS FOR NUAGE NETWORKS PRODUCTS

**PURPOSE**

These terms and conditions (hereinafter "Software License Terms") set forth the terms and conditions according to which Vendor in its capacity as authorized License distributor of Licensor grants to Buyer the right to use the Software (as hereinafter defined). These Software License Terms apply respectively to each copy of any item of Software that Vendor makes available to Buyer under the Supply Contract or any other agreement.

**DEFINITIONS**

"**Buyer**" means the company or entity which entered into the Agreement with Vendor.

"**Documentation**" means the documentation which is provided together with the software and which is more specifically described in by Nokia as Nuage Documentation.

"**License**" means the terms and conditions contained in this Annex 1

"**Licensor**" or "**Vendor**" means the company of the Nokia group which entered into the Agreement with the Buyer.

"**Software**" means the software products listed in the Offer by Nokia which is Nuage related software in the machine-executable object code and machine-readable data and instructions, files, program modules, features and components.

**1. LICENSE**

Licensor hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable, worldwide, and personal License under Licensor's copyrights and trade secrets existing as of the Effective Date:

- (i) to use the Software and Documentation for the features, functionality, and capacity Licensed by the Buyer to be used in accordance with the Documentation for use on a single computer (e.g., a workstation, terminal, or other device) and solely for Buyer's own internal purposes;
- (ii) to configure or customize the Software as originally furnished by Licensor within the parameters of the Software's features and functionality only for use in Buyer's environment and solely for Buyer's own internal purposes; and
- (iii) to create applications for use with the Software as originally furnished by Licensor ("Applications"), said Applications being solely for use in Buyer's environment and solely for Buyer's own internal purposes.

Other than the rights stated in (ii) and (iii) no other rights are granted to Buyer to create derivative works of, or otherwise modify, the Software. Buyer acknowledges that additional features, functionality, and capacity may require the use of additional software keys that may be subject to additional fees.

**2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- a. The Software and Documentation are not sold to Buyer. Instead, the Buyer receives the License under this Section 2. Buyer acknowledges and agrees that Licensor and its third party licensors own and retain full ownership rights in Software and Documentation and all Intellectual Property Rights therein. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights.
- b. No rights or Licenses are granted, directly or indirectly, whether impliedly, under any theory of estoppel, or otherwise, under any Intellectual Property Rights (including, but not limited to, patents), whether or not the exercise of any right herein granted necessarily employs an invention of any existing or later issued patent, of Licensor or of any third party except those expressly set forth in Section 2 of this Agreement or in Licenses described in Section 5 below and no License is granted to use Applications under any Licensor patents..

### 3. CONFIDENTIAL INFORMATION

- a. The Software, Documentation, and any other information provided to Buyer by Licensor for use with the Software ("Confidential Information") constitute and contain Licensor's confidential and proprietary information and Buyer shall not disclose Confidential Information to any third party or use it for any purpose other than the use stated in Section 2. Notwithstanding the preceding sentence, Buyer is not required to maintain the confidentiality of any portions of the Confidential Information (a) previously known to Buyer free of any obligations to keep confidential; (b) generally known to the public, provided that such public knowledge was not the result of any act attributable to Buyer; (c) which Licensor otherwise explicitly agrees in writing need not be kept confidential. Buyer may disclose Confidential Information which is requested pursuant to a judicial or governmental request, requirement or order under law, provided that Buyer provides Licensor sufficient prior notice and reasonable assistance to contest such request, requirement or order and to seek protective measures.
- b. Buyer may grant access to the Confidential Information only to Buyer's employees, consultants and contractors who have a need to know to the extent of the use stated in Section 2, who agree in writing to be bound to terms at least as restrictive as those stated in this License and who Buyer causes to comply with the provisions of this License. Buyer will promptly report to Licensor any actual or suspected violation of this Section 4 and shall take all reasonable steps requested by Licensor to prevent or remedy any such violation.

### 4. FOSS

- a. If the Software contains free or open source software (FOSS) that is packaged separately or integrated with the Software, and to which third party License obligations apply, information will be available, either in the FOSS itself, on the website from which the download is available, or from Licensor upon Buyer's request, indicating the License under which such FOSS was released, and containing required acknowledgements, legends and/or notices. Unless otherwise dictated by a FOSS License (such as GPL, LGPL, and Affero GPL) that requires Licensor to grant the same rights to the parties to whom we distribute the FOSS, Buyer's rights to use, copy, and further distribute (if applicable) the FOSS are governed by this License, and not by the FOSS License originally applicable to the FOSS.
- b. If Buyer modifies any FOSS then notwithstanding any other provisions to the contrary, Licensor will have no further liability or obligation to provide support, maintenance, warranty or indemnity with respect to the modified FOSS or any Licensor products with which the modified version of the FOSS interacts.
- c. Certain Software may be delivered with its own specific License ("Additional License"). In such a case, the terms of the Additional License will be delivered to Buyer, such as in a separate License .txt file or as part of a separate click-to-accept agreement, and will govern use of the Software by Buyer to the extent Licensor does not have a right to supersede them. Licensor's licensors are third party beneficiaries of this License with respect to their software and documentation.

### 5. RESTRICTIONS ON USE AND TRANSFER OF SOFTWARE AND DOCUMENTATION

- a. Buyer shall not, and shall not permit other persons or entities to: (i) directly or indirectly, by electronic or other means, reproduce (except one copy for archival purposes), publish, distribute, rent, lease, sell, sub-License, assign or otherwise transfer the Software and Documentation or make any part of the Software or Documentation accessible on a computer network external to Buyer or Buyer's organization; (ii) reverse-engineer, decompile, disassemble, merge, modify, create derivative works of, or translate the Software and Documentation or use any part of the Software and Documentation for any purpose other than the use specified in Section 2; (iii) not permit sub-License, time share, or rent, do facility management, act as a software or service provider, or make any application development use of the Software; or (iv) remove or obscure any copyright, trademark or other proprietary notices or legends from any portion of the Software or the Documentation.
- b. The Software and Documentation are intended for standard commercial uses. Without the appropriate network design engineering and the prior written consent of Licensor, neither the Software nor the Documentation may be used in any

hazardous environments requiring fail-safe performance, such as, but not limited to, aircraft navigation or communication systems, air traffic control, in the operation of nuclear facilities, direct life support machines, or defense systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage. Buyer agrees to defend, indemnify, and hold Licensor harmless from any and all claims for loss, cost, damage, expense or liability that may arise out of or in connection with the use of Software or the Documentation in such hazardous environments.

- c. If Buyer uses the Software within the European Union, then the European Directive 2009/24 will apply to the examination and/or decompilation of the Software to obtain the information necessary for Buyer to achieve interoperability. However, Buyer may not proceed to such examination and/or decompilation of the Software without first having requested such information from Licensor by sending a sufficiently detailed written request to do so to: info@nuagenetworks.net and having permitted a reasonable time (at least thirty (30) days) for the Buyer's receipt of such information. Licensor may, at its option, offer support or assistance for establishing interoperability.

## **6. RECORDS AND ADJUSTMENTS**

- a. Buyer shall keep full, clear, and accurate records with respect to Buyer's use of the Software and shall furnish any information reasonably requested in order to enable Licensor to ascertain whether the Buyer is using the Software within the parameters of the License hereunder; provided, however, Licensor shall limit any such requests to no more than once per year. Buyer shall retain such records with respect to each copy of Software for at least three (3) years from the Effective Date. Licensor shall have the right, through its accredited auditors, to make examinations, during normal business hours, of all records and accounts bearing upon the amounts of fees payable to it under this Agreement. Prompt adjustment shall be made by the proper Party to compensate for any errors or omissions disclosed by any such examination. If such audit discloses a reported error of five percent (5%) or greater with respect to the reported sums paid to Licensor by Buyer during the applicable period subject to such audit, Buyer shall fully reimburse Licensor, promptly upon demand, for the reasonable fees and disbursements for completing such audit. Otherwise, Licensor shall be responsible for the cost of each such audit.
- b. Independent of any such examination, Licensor will credit to Buyer the amount of any overpayment made in error which is identified and fully explained in a written notice to Licensor delivered within three (3) months after the due date of the payment which included such alleged overpayment, provided that Licensor is able to verify, to its own satisfaction, the existence and extent of the overpayment.
- c. No refund, credit, or other adjustment of fee payments shall be made by Licensor except as provided in this Section 7. Rights conferred by this Section 7 shall not be affected by any statement appearing on any invoice or other document, except to the extent that any such right is expressly waived or surrendered by a Party having such right and signing such statement.

## **7. TERM**

- a. Unless terminated by Licensor as provided in this License, the License granted herein becomes effective on the Effective Date.
- b. This License will terminate automatically and without provision of notice by Licensor if (i) Buyer fails to comply with any of the terms or conditions of this License, including any attempt to transfer any copy of the Software or Documentation to another party or any attempt to modify the Software or (ii) Buyer ceases doing business, is dissolved, makes an assignment for the benefit of creditors of all or substantially all of Buyer's assets or voluntarily or involuntarily enters bankruptcy.
- c. Upon expiration or termination of the License for any reason, Buyer agrees that Buyer will cease all use of the Software and Documentation and all Confidential Information and promptly return all of the Software, Documentation and all Confidential Information and copies thereof to Licensor or destroy all Software, Documentation and all Confidential Information and all copies thereof and certify to Licensor such destruction in writing within thirty (30) days of such termination or expiration.

- d. For the avoidance of doubt, License fees paid to Licensor are non-refundable if this License is terminated for whatever cause.

## **8. LIMITED WARRANTY**

- a. Licensor warrants that the Software will substantially perform in accordance with the Documentation for a period of ninety (90) days after delivery to you of the Software. Licensor furthermore warrants that the media on which the Software is distributed is free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. If within such ninety (90) day period, Buyer has documented to Licensor, in writing, a defect covered by this limited warranty, then Licensor will replace the defective media without charge. Buyer agrees that the sole remedy available to Buyer will be the replacement of the Software media.
- b. Licensor does not warrant that the functions of the Software will meet Buyer's requirements or that Software operation will be error-free or uninterrupted.
- c. Licensor shall have no responsibility for warranty service under this Section 8 if the defect in the Software is the result of accident, abuse or misuse, is cured by a modification of other Licensor software or any third party hardware or the Software, or for failure to use the most current version of the Software.
- d. BUYER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE, OR INABILITY TO USE, THE SOFTWARE.
- e. Licensor bears no responsibility for supplying assistance for fixing or for communicating known errors to Buyer pertaining to the Software supplied hereunder.
- f. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS, AND/OR ANY WARRANTY OF NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

- a. BUYER AGREES THAT BUYER'S SOLE REMEDY AGAINST LICENSOR, ITS AFFILIATES, SUPPLIERS, AND AGENTS FOR LOSS OR DAMAGE CAUSED BY ANY DEFECT OR FAILURE IN THE SOFTWARE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (DELICT), INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THE REPAIR OF NON-CONFORMITIES OR REPLACEMENT OF DEFECTIVE MEDIA, PROVIDED SUCH MEDIA IS RETURNED TO LICENSOR. THIS SHALL BE EXCLUSIVE OF ALL OTHER REMEDIES AGAINST LICENSOR, ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, EXCEPT FOR BUYER'S RIGHT TO CLAIM DAMAGES FOR BODILY INJURY TO ANY PERSON.
- b. LICENSOR SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY CLAIM BY BUYER OR ANY OTHER THIRD PARTY ON ACCOUNT OF, OR ARISING FROM, ANY APPLICATIONS CREATED BY BUYER THROUGH THE USE OF THE SOFTWARE AND DOCUMENTATION INCLUDING BUT NOT LIMITED TO INFRINGEMENT.
- c. Regardless of any other provisions of this Agreement, neither Licensor nor its affiliates, suppliers or agents shall be liable for any indirect, incidental, or consequential damages (including lost revenues, profits or earnings) sustained or incurred in connection with the use, operation or inability to use the Software or for damages due to causes beyond the reasonable control of Licensor, its affiliates, contractors, suppliers and agents attributable to any service, products or action of any other person.



- d. TO THE EXTENT THAT ANY EXCLUSION OF DAMAGES ABOVE IS NOT VALID, YOU AGREE THAT IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES' TOTAL LIABILITY UNDER OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO ITS LIABILITY UNDER SECTION 10) EXCEED FIVE THOUSAND GREAT BRITISH POUNDS (£5,000) IN AGGREGATE.
- e. THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT BUYER WOULD NOT BE PERMITTED TO USE THE SOFTWARE ABSENT THE TERMS OF THIS SECTION. THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS License MAY BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### **10. INFRINGEMENT INDEMNIFICATION**

- a. Licensor agrees to defend at its own expense any action, suit or proceeding brought against Buyer by a third party to the extent that it is based upon an allegation that the sale, License or use of the Software supplied by Licensor under this Agreement infringes, as of its delivery date under this Agreement, a valid patent or copyright in the installation country ("Claim") and will pay any costs and damages finally awarded against Buyer in any such actions which are attributable to any such Claim. Licensor's obligation under the preceding sentence is subject to the conditions that (i) Buyer promptly notify Licensor in writing of any such Claim, (ii) Licensor or its duly appointed representative has sole control of such defense and all negotiations for any settlement or compromise, (iii) Buyer provides all information and assistance requested by Licensor to handle the defense or settlement of the Claim, (iv) Buyer does not, at any time during the term of this Agreement, challenge the validity of any patent belonging to or controlled by Licensor, or in which Licensor has any rights, and Buyer does not give any assistance to a third party who challenges such validity, (v) Buyer does not procure or assist the making of the Claim, and (vi) Buyer does not make any admission prejudicial to the interest of Licensor with respect to this Claim or any infringement of any third party intellectual property rights.
- b. Should any Software become, or in Licensor's opinion be likely to become, the subject of any such Claim, then Buyer permits Licensor, at Licensor's option and expense, to procure for Buyer the right to continue using such Software, to replace or modify it so that it becomes non-infringing, or to grant Buyer a credit for such Software as depreciated on a three-year, straight-line basis, and accept its return.
- c. Licensor has no liability under this section with respect to any claim which is based upon or results from (i) the combination of any Software with any equipment, device, firmware or software not furnished or approved by Licensor, or (ii) any modification of any Software by a party other than Licensor, (iii) the failure of others to install or have installed changes, revisions or updates as instructed by Licensor if such would have made the Software non-infringing, (iv) Licensor's compliance with Buyer's specifications, designs or instructions, (v) any infringement occurring in a country different from the installation country, or (vi) use of a Product(s) in a manner or for a purpose not foreseeable by Vendor as of the Effective Date.
- d. THIS PARAGRAPH STATES YOUR SOLE REMEDY AND LICENSOR'S, ITS AFFILIATED COMPANIES' AND THEIR RESPECTIVE AUTHORIZED DISTRIBUTORS' AND RESELLERS' ENTIRE LIABILITY FOR ANY CLAIM RELATING TO INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

#### **11. EXPORT**

The Parties acknowledge that Software, Documentation, and Confidential Information may be subject to the export laws and regulations of the United States, the European Union and/or other countries (cumulatively, "Export Laws"). Buyer shall not use, distribute, export, re-export, transfer, or transmit the Software, Documentation and Confidential Information (even if incorporated into other items) in violation of the Export Laws. If requested by Licensor, Buyer shall sign written assurances and other export-related documents as may be required for Licensor to comply with the Export Laws.

#### **12. PRIVACY**

Nothing herein will be deemed to grant any right to use the Software, Documentation, or Confidential Information in any manner that violates any law or regulation relating to privacy of information. Buyer shall indemnify and hold harmless Licensor,

its affiliates and their respective authorized resellers and distributors against all liability for claims of any party relating to the use of the Software or Documentation in violation of any privacy-related law or regulation.

### **13. US GOVERNMENT USE**

The Software is commercial computer software. If the Buyer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a License agreement or by the terms of this License in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

### **14. GENERAL**

- a. Except as specifically provided for herein, the waiver from time to time by a Party of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in this License.
- b. If any term, covenant or condition of this License or the application thereof to any Party or circumstances is, to any extent, held to be invalid or unenforceable, then the remainder of this License, or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this License will be valid and be enforced to the fullest extent permitted by law.
- c. Neither Licensor nor Buyer shall be liable for any loss, damage, delay, or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including, but not limited to, acts of God, extraordinary traffic conditions, riots, civil disturbances, wars, states of belligerency or acts of the public enemy, strikes, work stoppages, or the laws, regulations, acts, or failure to act of any governmental authority. If performance under this License is prevented for a continuous period of two (2) months or longer by any of the foregoing causes, either Party may terminate this License by giving written notice to the other Party.
- d. Except as specifically provided for herein, the waiver from time to time by a Party of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in this License.
- e. This License takes precedence over any conflicting terms or legends which may appear in or on the Software, Documentation, or Confidential Information.
- f. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded from this License.

### **15. ENTIRE AGREEMENT**

This License and the Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them. To the extent there are discrepancies between the Agreement and this Annex 1, the terms of this Annex 1 shall prevail. Neither of the Parties shall be bound by any warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, in prior written agreements, or in a writing signed with or subsequent to the execution hereof by an authorized representative of the Party to be bound thereby.

\*\*\*\*\* END OF DOCUMENT \*\*\*\*\*

## ANNEX 2

## STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: [Buyer legal entity details to be included (hereinafter the "Buyer")]

Address: .....

Tel:.....; fax:.....; e-mail: .....

Other information needed to identify the organisation

.....  
(the data exporter)

And

***Nokia Solutions and Networks India Private Limited***

*1507 Regus Business Center, Eros Corporate Tower, Level 15, Nehru Place,*

*New Delhi-110019, India.*

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

*Clause 1****Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

*Clause 2****Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

*Clause 3****Third-party beneficiary clause***

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of

law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### *Clause 4*

#### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).



*Clause 5****Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6****Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7****Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8****Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9****Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely England.

*Clause 10****Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11****Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12****Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

**On behalf of the data importer:**

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

*The data exporter is a **Buyer** of Nokia and receives certain services as defined in the Agreement between the data exporter and [To Be Completed].*

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

*The data importer is **Nokia Solutions and Networks India Private Limited**, part of Nokia which is a global producer of equipment, software and services.*

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

*Data subjects include the data exporter's users that may include subscribers and other users; as well as customers, employees, and contractors of the data exporter. Data subjects may also include individuals communicating with the users of the data exporter.*

**Categories of data**

The personal data transferred concern the following categories of data (please specify):

*The personal data transferred includes data processed in data exporter's electronic communications network related to conveyance of communications or other services. The personal data may also include other data in electronic form.*

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

*[Not applicable / To Be Completed]*

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

The personal data transferred will be subject to the following basic processing activities:

- **Purpose, Extent and Duration of Data Processing**

The purpose and extent of processing of Buyer Personal Data is described in the Agreement between data exporter and [To Be Completed] including the Buyer Data Protection Exhibit to which these Standard Contractual Clauses are annexed. The duration of data processing shall be for the term of Agreement.

- **Access to Buyer Personal Data**

Regarding Buyer Personal Data in the data importers possession, data importer shall, if requested by Buyer in order for Buyer to comply with applicable laws, at data importers' discretion:



I. either provide Buyer access to such Buyer Personal Data or a copy of such Buyer Personal Data; and

II. either provide Buyer the ability to correct, delete or block any Buyer Personal Data; or make such corrections, deletions or blockages on Buyer's behalf.

- **Data Exporter's Instructions**

For the services, data importer will only act in accordance with data exporter's instructions as conveyed to it by [To Be Completed].

- **Buyer Personal Data Deletion**

Upon expiration or termination of Nokia's obligations under the Agreement, data importer shall delete any Buyer Personal Data in its possession or make it anonymous. Unless otherwise agreed by the parties in the Agreement data importer has no obligation to store or retain any Buyer Personal Data and may at its discretions at any time delete or make anonymous any Buyer Personal Data in its possession.

- **Subcontractors**

The data importer may use Nokia Affiliates and subcontractors to provide certain services on its behalf, such as troubleshooting and Buyer support. Any such affiliate or subcontractor shall be permitted to obtain Buyer Personal Data only to deliver the services the data importer has retained them to provide, and they shall be prohibited from using Buyer Personal Data for any other purpose.

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer has implemented and maintains appropriate technical and organizational measures, to protect Buyer Personal Data against accidental loss, destructions, or alteration; or unauthorized disclosure or access. In addition, data importer maintains any applicable security measures as set out in the Agreement.