

IP-as-a-Service
 Terms and Conditions
 (v. 1.0 -applicable from 2024-01-25)

These IP-as-a-Service Terms and Conditions (“**IPaaS Terms**”) govern the use of the IP-as-a-Service.

These IPaaS Terms are a legal and enforceable agreement between Nokia Innovations Ltd, or its Affiliate (“Nokia”) specified in the order confirmation document issued by Nokia or Nokia Partner (the “Order Confirmation”), and You as the individual, the company, or the legal entity that will be subscribing to IP-as-a-Service (referenced below as “You” or “Your”). Only agreeing to and complying with these IPaaS Terms grants You right to IP-as-a-Service. Capitalized terms of these IPaaS Terms will have the meaning given when they first time appear and may be used in the singular or in the plural, as the context requires.

Read these IPaaS Terms carefully before subscribing to IP-as-a-Service. By downloading, installing, copying, clicking on “I agree”, or otherwise indicating assent electronically, or subscribing to IP-as-a-Service, You agree to these IPaaS Terms (“Effective Date”).

Nokia and You are each referred to hereinafter as a “**Party**” and collectively as “**Parties**”.

1 Definitions

- 1.1 “**Affiliate(s)**” means, with respect to a Party, an entity that directly or indirectly own or control that Party, is under the same direct or indirect ownership or control as the Party, or is directly or indirectly owned or controlled by the Party. An entity “controls” another if that entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs, and/or is able to control the composition of its board of directors or equivalent body, for as long as such control exists.
- 1.2 “**Cellular Standard(s)**” means the following standards: GSM/GPRS Standard, or 2G Standard; UMTS Standard and CDMA Standard, or collectively 3G Standard; LTE Standard (including its subsets NB-IoT Standard and LTE-M Standard), or 4G Standard; and 5G Standard. For the purposes of this definition:
 - 1.2.1 “**GSM/GPRS Standard**” or “**2G Standard**” means each of the: (i) time division multiple access (TDMA) based GSM standards as developed and promulgated by ETSI, 3GPP and/or their respective successor(s), including without limitation GSM, HSCSD, GPRS and EDGE; and (ii) updates thereof as developed and promulgated by ETSI, 3GPP and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question.
 - 1.2.2 “**UMTS Standard**” means each of: (i) wideband code division multiple access (WCDMA) based UMTS standards as developed and promulgated by ETSI, 3GPP and/or their respective successor(s), including without limitation UMTS, HSDPA and HSUPA and TD-SCDMA; and (ii) updates thereof as developed and promulgated by ETSI, 3GPP and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question.
 - 1.2.3 “**CDMA Standard**” means each of the: (i) code division multiple access (CDMA) based CDMA standards as developed and promulgated by TIA, 3GPP2 and/or their respective successor(s), including without limitation CDMA2000 and CDMA2000 EV-DO; and (ii) updates thereof as developed and promulgated by TIA, 3GPP2 and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question. The UMTS Standard and CDMA Standard otherwise known as the “3G Standard.”

- 1.2.4 **“LTE Standard”** or **“4G Standard”** means the (i) orthogonal frequency division multiplexing based LTE Standards as developed and promulgated by ETSI, 3GPP, and/or their respective successors, up to and including 3GPP LTE Release 14; and (ii) updates thereof as developed and promulgated by ETSI, 3GPP, and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question.
- 1.2.5 **“NB-IoT Standard”** means the (i) sub-set of technical features within the “LTE Standard”, as defined above, referring to the new narrow band radio technology to address the requirements of the Internet of Things (IoT). These features are specified in Release 13 and Release 14 of the “LTE Standard” and commonly referred to CAT-NB1 and CAT-NB2; (ii) updates thereof as developed and promulgated by ETSI, 3GPP, and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question.
- 1.2.6 **“LTE-M Standard”** means the (i) sub-set of technical features within the “LTE Standard”, as defined above, referring to improvements for Machine Type Communications (MTC) to address the requirements of the Internet of Things (IoT). These features are specified in Release 13 and Release 14 of the “LTE Standard” and commonly referred to CAT-M1 and CAT-M2; (ii) updates thereof as developed and promulgated by ETSI, 3GPP, and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question.
- 1.2.7 **“5G Standard”** means the (i) orthogonal frequency division multiplexing based 5G standard as developed and promulgated by ETSI, 3GPP, its regional member organizations and/or their respective successors; and (ii) updates thereof as developed and promulgated by ETSI, 3GPP, its regional member organizations and/or their respective successor(s), provided that such updates do not fundamentally alter the technical character of the standard in question.
- 1.3 **“Confidential Information”** means all non-public information disclosed to You by Nokia, Nokia’s Affiliates, Nokia employees, Nokia Partner including its employees, or Nokia contractors, in connection with the IP-as-a-Service or the performance of these IPaaS Terms, that is either: (i) designated as confidential information; or (ii) understood or reasonably should have been understood to be confidential, given the nature of the information or circumstances surrounding its disclosure.
- 1.4 **“Essential Patent(s)”** means any such Patent claim(s) that (i) is necessarily infringed, for technical (and not only commercial) reasons and taking into account the technical state of the art generally available at the time of promulgation of the relevant Licensed Standard(s), by making, using, selling, offering to sell, importing and/or otherwise disposing of products that comply with the Licensed Standard(s); and/or (ii) has been declared by a Party, an Affiliate of a Party or a patentee as essential for any Licensed Standard.
- 1.5 **“IP-as-a-Service”** means a packaged add-on IP service offered in a subscription form and attached to each Subscription, provided by Nokia and comprised of IP indemnity, IP Consultancy and patent license, as set forth in these IPaaS Terms.
- 1.6 **“Licensable”** means, with respect to a Patent, that a Party or its Affiliate(s) has the right to grant a license to the other Party and its Affiliates under the Patent in question by virtue of ownership, without compensation or other liability to or a requirement to obtain a consent from any other party (other than an Affiliate of such a Party). If a Party or its Affiliate so has the right to grant a license to the other Party and its Affiliates under a Patent only for a more limited field of use than required by the license grants of this Agreement, then such Patent will be deemed Licensable, but only to such limited field of use.
- 1.7 **“Licensed Patent(s)”** means the Essential Patents which are Licensable by Licensor at the time when You purchase the IP-as-a-Service and thereafter during the applicable Subscription Term or until these IPaaS Terms are terminated in accordance with Section 10, if sooner.
- 1.8 **“Licensed Product(s)”** means any discrete and finished end-user device identified in the Licensed Products List, connected to Nokia DAC by You and/or Your Affiliate(s) and excluding Nokia end-user devices which are used in Nokia DAC and provided by Nokia directly or through Nokia Partner to You.

- 1.9 “**Licensed Products List**” means the list of Licensed Products and Licensor’s royalty rates for the Licensed Products, available on the Support Hub and incorporated herein by reference. Licensed Products List may be updated by Licensor from time to time to, for example, include additional products and rates.
- 1.10 “**Licensed Standard(s)**” means (i) WLAN Standard and (ii) Cellular Standards, in each case excluding any subsequent cellular standards.
- 1.11 “**Licensor**” means Nokia Technologies Oy, and any legal entity that is for the time being controlled by Nokia Technologies Oy, collectively and each individually as the context may require. An entity “controls” another if that entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs, and/or is able to control the composition of its board of directors or equivalent body, for as long as such control exists.
- 1.12 “**Nokia DAC**” means Nokia Digital Automation Cloud solution.
- 1.13 “**Nokia DAC Service**” means Nokia DAC platform, Nokia applications running on Nokia DAC platform, additional features, feature packs, functionalities and virtual capacity of Nokia DAC, and the online cloud services deployed and hosted on Nokia computing cloud infrastructure used in connection with Nokia DAC, which are offered to You in accordance with a commercial agreement between You and Nokia or Nokia Partner, collectively or individually as the context may require. Nokia DAC Service does not include any third-party applications and software which are listed in Nokia DAC marketplace and subject to Nokia DAC marketplace agreement.
- 1.14 “**Nokia Hardware**” means commercially available hardware and components which are in connection with the Nokia DAC and provided by Nokia directly or through Nokia Partner to You under a commercial agreement between You and Nokia or Nokia Partner.
- 1.15 “**Nokia Partner**” means Nokia’s authorized distributor, direct or indirect reseller, and/or system integrator, who offers You the Nokia DAC including Subscriptions under a separate commercial agreement with You.
- 1.16 “**Patent(s)**” means any and all claims of a patent(s) or patent application(s) (including, but not limited to, all divisionals, continuations, continuations-in-part, reissues, renewals, and extensions thereof, and any counterparts claiming priority therefrom) that are filed, issued or granted, anywhere in the world. For the avoidance of doubt, Patent(s) includes utility models, but excludes design patents, registered designs, copyright and like protections.
- 1.17 “**Section**” means a reference to specific section of these IPaaS Terms.
- 1.18 “**Subscription(s)**” means a right to access and use the Nokia DAC Service, subject to the terms and conditions of the commercial agreement between You and Nokia or Nokia Partner and for the Subscription Term.
- 1.19 “**Subscription Term**” means the duration of the initial Subscription and the duration of its renewal, collectively and each individually as the context may require.
- 1.20 “**Territory**” means the countries where You are using the Nokia DAC (including Subscriptions), as identified in the Order Confirmation.
- 1.21 “**WLAN Standard**” means the orthogonal frequency division multiplexing based 802.11 WLAN standards as promulgated (i.e., adopted and published) by IEEE or their respective member or successor organizations, including without limitation, IEEE 802.11(b), IEEE 802.11(g) and IEEE 802.11(n), operating on any frequency band. For the avoidance of doubt, “WLAN Standard” includes further updates and evolutions thereof including the Wi-Fi Alliance specifications, provided that such updates or evolutions do not fundamentally alter the overall technical character of the standard in question.
- 1.22 “**Your Content**” means content, including images, audio/video or the like, that You provide, upload to or generate in using the Nokia Hardware (including Nokia software embedded therein) and/or Subscriptions, including data transported on the user plane of the Nokia DAC Service, but not including any of the data that facilitates that transport.

- 1.23 “**Your Site**” means a location where: (i) You control; (ii) Nokia DAC will be implemented; and (iii) an outdoor GPS antenna site must include.

2 IP-as-a-Service Applicability

IP-as-a-Service is attached to each Subscription and made available per Your Site basis. If You wish to utilize IP-as-a-Service in Your Site, You are required to subscribe to IP-as-a-Service for all Your valid Subscriptions in such site. Subject to Your purchase and continuous payment of IP-as-a-Service for Subscriptions as indicated in the applicable Order Confirmation, these IPaaS Terms will apply to You solely for such Subscriptions specified in the applicable Order Confirmation, and for the duration of the applicable Subscription Term or the time period of IPaaS Terms terminated earlier in accordance with these IPaaS Terms, whichever sooner. IP-as-a-Service subscription fee is set forth in the applicable Order Confirmation and will be invoiced together with the applicable Subscription fee. If You decide to opt-out and not purchase the IP-as-a-Service, if You fail to pay the IP-as-a-Service subscription fees under these IPaaS Terms, or if You decide not to renew the applicable IP-as-a-Service subscription, these IPaaS Terms will no longer apply to You and/or Your Group (as defined in Section 4), and Nokia and its Affiliates have no obligations to You and/or Your Group under these IPaaS Terms. If a Subscription is terminated pursuant to the commercial agreement between You and Nokia or Nokia Partner, its IP-as-a-Service subscription is terminated with immediate effect and the IPaaS Terms will no longer apply to such Subscription.

3 IP Indemnity

- 3.1 Subject to Section 2, if an unaffiliated third party brings a claim against You during the applicable Subscription Term in the Territory that the Nokia DAC Service or the Nokia Hardware infringes the third party’s patent, copyright, or trademark or makes unlawful use of its trade secret (a “**Claim**”), to obtain Nokia’s assistance with the Claim You must notify Nokia promptly in writing. You will give Nokia sole control over the defense and settlement of the Claim using counsel of Nokia’s choice, and (if Nokia requests it) You will give Nokia reasonable help in defending the Claim. Subject to the limitations on liability in these IPaaS Terms, Nokia will: (i) reimburse You for reasonable out-of-pocket expenses that You incur in giving help that Nokia requests; and (ii) reimburse You for any resulting adverse final judgment (or settlement to which Nokia consents). In the meantime, if Nokia reasonably believes that a Claim may bar Your use of the Nokia DAC Service or the Nokia Hardware, Nokia may seek, in its discretion and at no cost to You, to: (i) obtain the right for You to keep using the Nokia DAC Service or the Nokia Hardware; or (ii) modify or replace the Nokia DAC Service or the Nokia Hardware with a functional equivalent. If Nokia determines, at its sole discretion, options (i) and (ii) are not commercially reasonable, (iii) upon Nokia’s request, You shall deliver the Nokia Hardware to Nokia, and (iv) Nokia will discontinue Your access to the Nokia DAC Service and credit to You any advance payments for unused Subscription rights and credit the price paid by You of the Nokia Hardware less a reasonable allowance for use.
- 3.2 Limitations. Nokia’s obligations in Section 3.1 will not apply to a Claim: (i) to the extent it is based on Your Content or Your data, or non-Nokia hardware or software; (ii) based on any modifications of the Nokia Hardware, Nokia software, or Nokia DAC Service by any person other than Nokia; (iii) based on materials You provide or make available in the course of using Nokia Hardware or Nokia DAC Service, or any instructions that You direct Nokia to follow; (iv) to the extent based on Your combination of Nokia Hardware or Nokia DAC Service with, or damages based upon the value of, a non-Nokia hardware or software, data, or business process (unless the Nokia DAC Service or Nokia Hardware would be infringing when viewed alone); (v) Your use of the Nokia DAC Service or Nokia Hardware in violation of this Agreement or after Nokia notifies You to stop the use due to a third-party claim; or (vi) based on Your redistribution of the Nokia DAC Service to, or use for the benefit of, any unaffiliated third party; (vii) where the Nokia DAC Service has been provided free of charge; or (viii) outside the Territory.
- 3.3 The terms in Section 3 are Your sole and exclusive compensation from Nokia under these IPaaS Terms for infringement of third party intellectual property rights. You are not entitled to any other remedy under

these IPaaS Terms against Nokia for third party claims of intellectual property infringement, whether based on breach of contract, tort, statute, or other theory. In the event that the commercial agreement, which governs the purchase of Nokia DAC and direct between Nokia and You, contains the terms with respect to Nokia's IP indemnity obligations to the Nokia DAC Service or Nokia Hardware, these IPaaS Terms shall supplement, and shall not replace in any respect, the terms and conditions of the foregoing commercial agreement.

4 IP Consultancy

- 4.1 Subject to Section 2, if an unaffiliated third party initiates any legal or administrative proceeding against You during the applicable Subscription Term in the Territory claiming or alleging that the third party's patent essential to any cellular standard (such as 2G, 3G, 4G or 5G standard) is infringed by any Licensed Products (each a "**Cellular Claim**"), Nokia agrees to provide Your Group certain limited technical and/or other general support services in relation to that Cellular Claim ("**IP Consultancy**"), upon Your request and subject to the terms in this Section 4. For the purpose of this Section 4, "Your Group" means the group of companies under common control with You and Your Affiliates.
- 4.2 Nokia agrees to provide Your Group with a total of twenty (20) working hours of IP Consultancy per calendar year in connection with the Cellular Claims received by Your Group in aggregate during the applicable Subscription Terms ("**Working Hours**"), regardless of the number of Your Sites that Your Group may have, or the number of Subscriptions or IP-as-a-Service subscriptions that You or Your Affiliates may purchase. Any unused Working Hours for each calendar year will automatically expire at the end of such calendar year. To obtain the IP Consultancy, You must make a request to Nokia and furnish all materials or information that Nokia determines necessary to provide the IP Consultancy. Nokia shall provide the IP Consultancy on commercially reasonable efforts basis.
- 4.3 With respect to provision of IP Consultancy, You understand and acknowledge that Nokia is not a law firm, Nokia does not and will not perform legal services for You or Your Group, and its services do not constitute legal advice and should not be used as a substitute for, a replacement of, or relied upon as the work of lawyers or a law firm. You acknowledge and agree that (i) Nokia does not provide any representation or warranty with respect to the IP Consultancy and (ii) You are not relying on Nokia for provision of advice for legal or technical matters. Further, You agree that You will, at Your sole discretion, seek, engage and rely on the advice of Your own professionals and legal and technical advisors, and that You will make an independent assessment and decision regarding any action You may take in relation to any Cellular Claim.

5 Patent License

- 5.1 **Grant of License to You.** Subject to Section 2 and limitations of these IPaaS Terms and Your compliance with the terms and conditions of these IPaaS Terms, Licensor hereby grants to You a personal, non-transferable, non-assignable, non-exclusive, royalty-bearing license without the right to sublicense, solely under Licensed Patents and for the duration of the applicable Subscription Term or until these IPaaS Terms is terminated in accordance with termination provisions of these IPaaS Terms, if sooner, to use Licensed Products solely for Your internal use in conjunction with the applicable Subscription in Nokia DAC.
- 5.2 **Exclusion of Other Licenses.** Notwithstanding anything to the contrary in these IPaaS Terms, except for the express license granted under this Section 5, no other, additional or broader licenses or releases and no covenants not to sue, non-asserts or any rights or immunities, whether express or implied or by estoppel, are granted hereunder under any Patents or other intellectual property rights by Nokia or its Affiliates or Licensor. For clarity, these IPaaS Terms do not authorize You to manufacture/make, import, sell, or offer to sell Licensed Products. These IPaaS Terms also do not authorize the use of Licensed Products in any network other than Nokia DAC.

- 5.3 **Limitation on Licensed Functionality.** Notwithstanding anything to the contrary in these IPaaS Terms, the license granted under this Section 5 with respect to each Licensed Patent shall not extend to the implementation or practice of any functionalities other than those recited in the respective Licensed Standard(s) for which such Licensed Patent is an Essential Patent.
- 5.4 **License Limitation.** The license granted under Section 5.1 is based on Licensor's program rates and subject to an aggregate limit of one thousand (1000) Licensed Products per Your Site, regardless of the number of Subscriptions or IP-as-a-Service subscriptions that You may purchase in such site. The royalty set forth in the Licensed Products List applies in excess of the aggregate limit.
- 5.5 **No License for Unpaid Products.** Notwithstanding anything to the contrary in these IPaaS Terms, no license is granted by Licensor to You or Your Affiliates with respect to any Licensed Products for which applicable royalty rates have not been agreed in the Licensed Products List, or for which due payments have not been received by Nokia.
- 5.6 **Supplier Licenses.** In the event that a supplier of You or Your Affiliate claims to already be licensed by Licensor so that such supplier has the necessary rights under Licensed Patents to pass through to You to connect Licensed Products in Nokia DAC and use such Licensed Products in Nokia DAC, then You shall provide written notice to Nokia of the identity of such supplier. If Nokia confirms to You in writing that such Licensed Products will be exempted either partially or in whole from the scope of these IPaaS Terms, such exemption shall apply as of the later of (i) the Effective Date of these IPaaS Terms or (ii) the effective date of the license between Licensor and such supplier, but in each case only for as long as such supplier remains licensed. For clarity, the foregoing exempted Licensed Products will not be counted in the aggregate limit set forth in Section 5.4 above.
- 6 **Invoice and Payment.** All fees will be invoiced by Nokia directly or by Nokia Partner and payments shall be made to Nokia or Nokia Partner in accordance with the commercial agreement between You and Nokia or Nokia Partner.

7 Ownership and Confidentiality

- 7.1 Except as expressly granted to You herein, all rights, title and interest (including ownership and all intellectual property rights) shall remain vested in Nokia and/or its licensors.
- 7.2 You shall not disclose Confidential Information to any third party, except to Your employees, subcontractors or subcontractor's employees having a need to know, and only after they have been advised of and accepted in writing their confidentiality obligations under these IPaaS Terms, provided that none of the foregoing personnel or entities is a competitor of Nokia or an employee of any competitor of Nokia. You shall not use Confidential Information for any purpose other than the purpose of these IPaaS Terms.
- 7.3 The obligations in Section 7.2 will not apply to any Confidential Information that (a) previously known to You 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 You; (c) which Nokia otherwise explicitly agrees in writing need not be kept confidential. You may disclose Confidential Information which is requested pursuant to a judicial or governmental request, requirement or order under law, provided that You provide Nokia sufficient prior notice and reasonable assistance to contest such request, requirement or order and to seek protective measures.

8 Warranties and Disclaimers

- 8.1 Nokia hereby warrants that it will procure Licensor to undertake all relevant obligations under these IPaaS Terms and will ensure Licensor have the right to grant to You the rights and licenses granted under these IPaaS Terms.
- 8.2 Notwithstanding anything to the contrary, nothing contained in these IPaaS Terms shall be construed as (i) a warranty or representation by Nokia or its Affiliates (including Licensor) as to the validity or scope of any Patent;

(ii) a warranty that any manufacture, sale, lease, use or any other action undertaken by a Party or its Affiliates will be free from infringement of intellectual property rights other than with respect to the rights and licenses granted under these IPaaS Terms; (iii) imposing or conferring any obligation or right to bring or prosecute actions or suits against third parties for infringement of any Licensed Patents or to defend any suit or action brought by third parties which concerns the validity of any such Patent; (iv) requiring Nokia or its Affiliates (including Licensor) to apply for, prosecute or maintain in force any Patent which is the subject of rights granted under these IPaaS Terms; or (v) an obligation to furnish any technical information, technical support or know how.

9 Limitation of Liability

- 9.1 The total aggregate liability of Nokia, its Affiliates, and its and their officers, directors, employees, agents, suppliers, and/or licensors, for any claims (including under any and all indemnities) related to or arising out of these IPaaS Terms shall be limited to direct provable damages in a total amount not to exceed the fees actually received by Nokia or Nokia Partner from You under these IPaaS Terms during the one year period immediately prior to the date of the applicable claim, or one hundred thousand Euros (EUR 100,000), whichever is lower.
- 9.2 Subject to Section 9.3 below, neither Party will be liable for any indirect, consequential, incidental, exemplary, punitive, statutory or special damages, or any loss of profits, loss or corruption of data or interruption to or loss of business, loss of revenues, profits, goodwill or anticipated sales or savings, under any theory of liability, whether in contract, tort (including negligence), indemnity, breach of warranty or other theory, and regardless of whether the Party was advised of or was aware of the possibility of such damages. This limitation of liability shall not apply to personal injury or death.
- 9.3 Nothing herein limits or excludes any liability that under mandatory applicable law cannot be limited or excluded by contractual agreement.

10 Term and Termination

- 10.1 **Term.** These IPaaS Terms shall become effective on the Effective Date and continue until expiration or termination of all IP-as-a-Service subscriptions under these IPaaS Terms, unless terminated earlier in accordance with this Section.
- 10.2 **Termination for Material Breach.** Either Party may terminate these IPaaS Terms for cause by written notice if the other Party fails to cure a material breach of these IPaaS Terms within thirty (30) days after written notice from the non-breaching Party. Notwithstanding the foregoing, if You fail to pay the IP-as-a-Service subscription fees under these IPaaS Terms, these IPaaS Terms automatically and immediately terminate without notice from Nokia.
- 10.3 **Termination for Convenience.** Nokia and/or Licensor may terminate these IPaaS Terms and/or the licenses granted under these IPaaS Terms by providing You fifteen (15) calendar days prior written notice. Upon such termination, all rights and licenses under the IPaaS Terms shall be considered null and void and unused portion of the IP-as-a-Service subscription fee already paid by You may be used as credit towards any future purchase of Subscriptions and/or Nokia licenses from Nokia directly or through Nokia Partner.
- 10.4 **Termination for Change of Control.** Nokia and/or Licensor, in its sole discretion and without prejudice to any other rights or remedies which it may have under these IPaaS Terms, may immediately terminate these IPaaS Terms and/or the licenses granted under these IPaaS Terms and suspend performance hereunder (including suspension of performance of all outstanding orders), without any further obligation or liability to You, if (a) You file, or consent to the filing against it of, any petition for relief, reorganization or liquidation under any bankruptcy or insolvency law of any jurisdiction, or have any such petition filed against it that is not dismissed within 30 days thereafter or makes a general assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over a substantial portion of its assets, or has any proceeding seeking such an appointment filed against it that is not dismissed within 30

days thereafter; or (b) You become controlled by, in control of, or under common control with, any competitor of Nokia.

10.5 Termination for Patent Assertion. Nokia and/or Licensor may terminate these IPaaS Terms and/or the licenses granted under these IPaaS Terms if You or Your Affiliate(s) or a supplier of Licensed Products to You asserts a Patent against Nokia or its Affiliate(s) (including Licensor). (a) In case of termination by Nokia and/or Licensor due to Your or Your Affiliate's assertion, any right and licenses granted to You shall be terminated immediately; and (b) in case of termination by Nokia and/or Licensor due to assertion by a supplier of Licensed Products to You, any right and licenses granted to You under these IPaaS Terms shall be terminated immediately in relation to Licensed Products made by such supplier. Termination by Nokia and/or Licensor under this Section 10.5 shall have retroactive effect as if no license of any kind were ever granted to You.

10.6 Effects of Termination. Upon expiration or termination of these IPaaS Terms, (i) except as provided in Section 10.5(b), all Your licenses and rights under these IPaaS Terms immediately terminate; (ii) You will pay any outstanding fees and charges (if any) You have incurred under these IPaaS Terms; and (iii) You will immediately return or, if instructed by Nokia, destroy all Nokia Confidential Information in Your possession. Except for provisions in Section 10.3, You shall not be entitled to any reimbursement of any payments made by You under these IPaaS Terms.

11 Export Regulation. You acknowledge that 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"). You shall not use, distribute, export, reexport, transfer, or transmit the Confidential Information (even if incorporated into other items) in violation of the Export Laws. If requested by Nokia, You shall sign written assurances and other export-related documents as may be required for Nokia to comply with the Export Laws.

12 General

12.1 Assignment. You may not assign, delegate, or otherwise transfer any of Your rights or obligations under these IPaaS Terms, in whole or in part and whether by operation of contract, law or otherwise, without Nokia's prior express written consent. Nokia may assign these IPaaS Terms to any party. Licensor may not assign nor otherwise transfer any of its rights under any Patents that are licensed under these IPaaS Terms unless such assignment or transfer is made subject to the full maintenance of all licenses granted under these IPaaS Terms.

12.2 Notice. Any notice or consent under these IPaaS Terms must be in writing to the Party's address as specified in the applicable Order Confirmation, and will be deemed given upon receipt. A Party may change its address for receipt of notice by delivery of written notice to the other Party.

12.3 Survival. The following provisions of these IPaaS Terms survive termination of these IPaaS Terms: Definitions, Ownership and Confidentiality, disclaimers in these IPaaS Terms, Limitation of Liability, Effects of Termination, Export Regulation, and General.

12.4 Force Majeure. Neither Party will be deemed to be in breach of these IPaaS Terms, or otherwise be liable to the other Party, by reason of any delay or failure in performance of any of its obligations, except for payment obligations required under these IPaaS Terms, if and to the extent that the delay or failure is caused by a Force Majeure Event. For purposes of these IPaaS Terms, a "Force Majeure Event" means all events that occur beyond the Parties' control, the occurrence and effects of which cannot be reasonably prevented and after which it is no longer possible to perform under these IPaaS Terms, within their respective terms and conditions (e.g., war, rebellion, acts of terrorism, epidemics, pandemics, severe weather conditions, floods, fires, earthquakes, strikes, lockouts, acts of a government, refusal of a government regulatory agency to issue import or export licenses, disturbance in supplies, including fuel, water, electricity, from normally reliable sources or other authorizations required to import or export deliverables, etc.) provided such events, by their nature, could not have been foreseen, or, if it could have been foreseen, was unavoidable, but explicitly excluding failures or delays arising

out of defaults of third-parties that are not themselves caused by a Force Majeure Event. If a Force Majeure Event occurs during the term of these IPaaS Terms, the time for performance hereunder will be extended accordingly. The impacted Party shall immediately inform the other Party of the nature and the extent of the Force Majeure Event, the anticipated termination of the Force Majeure Event circumstances and the anticipated impact of any such Force Majeure Event. The impacted Party shall also immediately notify the other Party when the Force Majeure Event ends, the impact of the Force Majeure Event and the recovery plan associated therewith.

- 12.5 **Governing Law and Dispute Resolution.** These IPaaS Terms are governed by, construed, and enforced in accordance with the Laws of Finland, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these IPaaS Terms. Any dispute, claim, or controversy arising out of or relating to these IPaaS Terms, or the breach, termination, or validity thereof (including the determination of the scope of the agreement to arbitrate), shall be adjudicated and finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce applicable at the time of submission of the dispute to arbitration. The Parties will agree upon and appoint a single arbitrator. The proceedings shall be confidential. The award will be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction. The arbitration will be held in Helsinki, Finland, and will be conducted exclusively in the English language.
- 12.6 **Severability; Waiver.** If any provision of these IPaaS Terms is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of these IPaaS Terms shall remain in full force and effect. A waiver of any breach or default under these IPaaS Terms shall not constitute a waiver of any other subsequent breach or default.
- 12.7 **Entire Agreement.** These IPaaS Terms constitute the entire understanding and agreement between the Parties relating to Your use of the IP-as-a-Service as described herein and supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, with respect to the same. These IPaaS Terms prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to subject matters covered during the term of the IPaaS Terms. All terms and conditions on an Order Confirmation which are inconsistent with the terms and conditions of these IPaaS Terms are always ineffective and void.

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