

DAC Marketplace Agreement

For Third-Party Merchant Product and Services

(v. 1.2 – applicable from 2024-05-17)

This DAC Marketplace Agreement (the “**Agreement**”) governs Your use of the DAC Marketplace (the “**DAC Marketplace**”) and Your orders of the third-party merchant (the “**Merchant**”) and Nokia products and services offered in the DAC Marketplace. This Agreement is legal and enforceable agreement between Nokia Innovations Oy, or its affiliated company specified in the offer and order confirmation document issued by Nokia (“**Nokia**”), and You as the individual, the company, or the legal entity placing orders for DAC Marketplace products or services (“**You**”). By placing orders for the products or services offered in the DAC Marketplace, You agree to the terms this Agreement.

Nokia may update this Agreement from time to time by uploading new version with updated effective date to the website www.dac.nokia.com/terms/marketplace (or other website confirmed or provided otherwise by Nokia in writing). By placing orders for the products or services offered in the DAC Marketplace after such update, You agree to the new terms.

Capitalized terms of this Agreement 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.

1. DAC MARKETPLACE AND MERCHANTS

Nokia makes the DAC Marketplace available for Merchants to offer their products and services for You to order. When You order these Merchant products or services, You are buying directly from the Merchant, not from Nokia and Nokia is not responsible for such products or services. Nokia’s role is to take orders from You, relay the orders to the Merchant, and invoice and collect payments from You on behalf of the Merchant. Support for the products and services is the responsibility of and provided by the Merchant. Nokia does not license and is not liable for information or service provided by a Merchant.

2. TERMS AND CONDITIONS

2.1. The Merchants are fully responsible for delivering, operating, providing warranties, offering support, and maintaining their products and services to You. When You place an order for a Merchant product or service available in the DAC Marketplace, the transaction is subject to the applicable Merchant’s terms and conditions and/or applicable license, or end-user license agreement (referrer to collectively as the “**Merchant Terms**”). Nokia is not party to and is not bound by any Merchant terms - You are responsible for Your dealings with the Merchant. Nokia products and services offered through the DAC Marketplace are subject to the applicable Nokia terms and conditions (the “**Nokia Terms**”).

2.2. The DAC Marketplace Merchant Terms and Nokia Terms are made available on the website www.dac.nokia.com/terms/marketplace (or other website confirmed or provided otherwise by Nokia in writing). The applicable Merchant Terms or Nokia Terms are identified by the product or service name, or a product code shown in the online store, written offer, statement of work, or order confirmation. By ordering Merchant products or services, You agree that the applicable Merchant Terms are binding agreement between the You and the Merchant. In the event of conflict between the Merchant Terms, or Nokia Terms and this Agreement, the terms of this Agreement shall prevail.

3. ORDERS

3.1. Nokia shall itemize all Merchant products or services separately from its own products and services and identify the Merchant legal entity in Nokia online store, written offer, statement of work, or order confirmation. You may order DAC Marketplace products or service through Nokia by an online order form, written purchase order, statement of work, change order, or similar document (each, an “**Order**”), provided that such Order is a firm and binding commitment submitted pursuant and subject to the DAC Marketplace ordering guidelines and this Agreement.

3.2. All terms or conditions contained or incorporated in Your purchase order shall be deemed ineffective and void. Orders are subject to Nokia review and acceptance.

4. PRICING

4.1. Prices and license fees for DAC Marketplace products and services are specified in the DAC Marketplace online store, written offer, or statement of work. Prices and fees do not include: (a) any environmental fees or costs (e.g., waste recycling fees) that may be imposed by a local authority; (b) any charges for delivery requirements exceeding Nokia's or Merchant's commercial standards or imposed by local authorities; and (c) other costs resulting from delivery requirements not set forth in the order confirmation.

4.2. Prices and fees shall be the net amount due to be paid, free and clear from any deductions, withholdings, sales taxes, VAT, and other similar taxes, duties, or charges ("**Taxes**") imposed by any competent governmental or other administrative body.

5. INVOICING

5.1. Nokia shall invoice You on Merchant's behalf. Invoice for any amounts due will be issued (i) upon shipment of hardware, upon delivery of software and, unless otherwise agreed in a statement of work, upon completion of services, as applicable; (ii) with all amounts payable for recurring services payable in advance; and (iii) including all other amounts for nonrecurring services payable as incurred.

5.2. Each invoice will also show the invoice total amount due and owing from You, which will include the prices and any applicable taxes, transportation charges, and other costs that are Your responsibility in accordance with the specified Incoterms®, 2020. Unless otherwise specified in an order confirmation, You shall pay each invoice total to Nokia in full within thirty (30) days after the date of the applicable invoice and in the currency specified in DAC Marketplace online store, written offer, or statement of work. Interest will accrue on any past due amount at the lesser of (a) 1.5% per month compounded (being 19.6% per annum, actual rate) or (b) the maximum rate permitted by applicable law. Failure by You to make timely payment of any amounts due and owing hereunder shall constitute a material breach of this Agreement and applicable Nokia Terms or Merchant Terms.

6. DELIVERY

6.1. Terms of delivery for the hardware products ordered by You from the DAC Marketplace will be specified in the order confirmation or the applicable Merchant Terms. If not specified, all deliveries of the hardware by Merchant will be Free Carrier (FCA) at a location defined by Nokia or, if not defined, at Merchant's or Nokia's point of origin respectively (INCOTERMS 2020). You will pay for, or reimburse Nokia for, the shipment of any hardware to an alternative destination You have specified. Delivery date shall be based on Merchant's or Nokia's standard delivery lead times as communicated by Nokia or the Merchant. The delivery lead time shall be determined from the Your Order acceptance date.

6.2. Nokia may offer to You a service under which Nokia shall aggregate Your orders for Merchant products from the DAC Marketplace and deliver them together with Nokia's products and services ordered by You at the same time.

7. CHANGES TO THE MARKETPLACE

7.1. Nothing contained in this Agreement shall be construed as limitation or restriction upon Nokia's right to change, modify or terminate the DAC Marketplace at any time, including without limitation, the availability of products or services available in the DAC Marketplace, ordering guidelines or other documentation. Likewise, Merchants may change, modify, or terminate their offers in and from the DAC Marketplace at any time, including without limitation, the availability of their products and services, Merchant Terms, prices, discounts, price lists and marketing guidelines.

7.2. Unless otherwise agreed in writing, the terms and conditions of Orders that are: (i) issued by You and accepted prior to the effective date of a change in the DAC Marketplace; or (ii) issued during the quotation or offer validity period thereof, whether or not accepted prior to the effective date of a change in the DAC Marketplace, shall be honored.

8. RESALES AND DISTRIBUTION

8.1. To the extent You have been approved as Nokia authorized reseller or distributor partner and have Nokia partner agreement in place, You can resell, distribute, or sublicense, as applicable, Merchant products ordered through the DAC Marketplace subject to the applicable Merchant Terms, this section 8 of the Agreement and the order confirmation. You are required to disclose Your sales channel and the end-customer in your offer request, order form, or written order from the DAC Marketplace.

8.2. If the Merchant product consists of or includes software, then You may sublicense such software subject to the same license terms and restrictions as stipulated in the applicable Merchant Terms. You are required to ensure that Your end-customers for the Merchant's products accepts any end-user license agreement and complies with any end-user obligation in the Merchant Terms, either in writing or through click-to-accept process and provide evidence of the acceptance.

9. COMPLIANCE WITH SANCTIONS

9.1. You will not transfer, use, distribute, assign, or sell any DAC Marketplace products or works and services (or any part thereof) to, or for use in, a sanctioned country or region (by way of example, as of the effective date, the following countries/regions are subject to sanctions: Belarus, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russian Federation, Syria). To the extent You are an authorized Nokia partner, You shall ensure that similar requirements are included in the contracts with Nokia intermediate partners and end customers. Breach of this provision constitutes a material breach of this Agreement.

10. CONFIDENTIALITY

10.1. The DAC Marketplace, product, and pricing information contained therein, and any other information provided to You by Nokia in connection with Your use of DAC Marketplace ("**Confidential Information**") constitute and contain Nokia's and Merchants confidential and proprietary information. You shall not disclose Confidential Information to any third party or use it for any purpose other than for the purpose of using the DAC Marketplace.

10.2. You may grant access to the Confidential Information only to Your employees, consultants and contractors who have a need to know to the extent of the use permitted by this Agreement who agree in writing to be bound to confidentiality terms at least as restrictive as those stated in this Agreement. You may disclose Confidential Information which is requested pursuant to a judicial or governmental request, requirement, or order under law, if You provide Nokia sufficient prior notice and reasonable assistance to contest such request, requirement, or order and to seek protective measures. You will promptly report to Nokia any actual or suspected violation of confidentiality obligations in this Agreement and shall take all reasonable steps requested by Nokia to prevent and remedy any such violation.

11. PRIVACY AND DATA PROTECTION

11.1. The personal data of that Nokia may collect from You and use in connection with Your use of the DAC Marketplace is subject to the Nokia Privacy Notice available at Nokia's public website (www.nokia.com/privacy). Nokia may share with the Merchants Your contact information and details about Your use of the DAC Marketplace, Your requests for offers, and Your orders, but solely for the purposes of facilitating Your offer requests, orders, and transactions with the DAC Marketplace Merchants. You are solely responsible for all of Your content and Your data related to Your use of the DAC Marketplace or the transactions with the Merchants.

11.2. Merchants are responsible for providing their privacy statements describing their data protection and privacy terms relating to their products and services, and for any of Your personal data or other information they may receive from You directly or through Nokia. Unless indicated otherwise, Nokia's privacy, security, and data location and data retention policies do not apply to any Merchant's products or service, or Merchant' use of any of Your information.

12. GENERAL

12.1. No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER NOKIA NOR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, OR THIRD PARTY LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH

RESPECT TO YOUR USE OF THE DAC MARKETPLACE, OR MERCHANT PRODUCTS, OR SERVICES AVAILABLE THEREIN, AND NOKIA DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE DAC MARKETPLACE AND MERCHANT PRODUCTS OR SERVICES. NOKIA MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE DAC MARKETPLACE OR MERCHANT PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE. NOKIA SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED OR ACTUAL USE OF DAC MARKETPLACE, OR MERCHANT PRODUCTS OR SERVICES COMPLIES WITH APPLICABLE LAWS.

12.2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY FINANCIAL OR ECONOMIC LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST OPPORTUNITIES, LOST REVENUES, LOSS OF DATA, INCOME, BUSINESS, ANTICIPATED SAVINGS OR REPUTATION OR LOSS OF USE HOWSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NOKIA'S CUMULATIVE LIABILITY FOR CLAIMS, LOSSES, DAMAGES AND EXPENSES OF YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED TEN PERCENT (10%) OF THE TOTAL PAYMENTS MADE BY YOU IN ACCORDANCE WITH THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENT CAUSING THE DAMAGE.

12.3. Assignment. You may not assign the rights granted under this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Nokia's prior express written consent of such assignment. Nokia may assign this Agreement to any party.

12.4. Governing Law. If the country where Your legal entity is officially registered or formed is in a member state of the European Union (EU), this Agreement will be governed by the laws of Finland; if it is the United States of America, this Agreement will be governed by the laws of the State of New York; or it is not in any of the aforementioned territories, this Agreement will be governed by the laws of England and Wales. The applicable governing law is exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of choice of law and conflicts of law.

12.5. Disputes. Any dispute, claim, or controversy arising out of or relating to this Agreement, 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 Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published. The language of the arbitration shall be English. Reference to arbitration in this section does not prejudice Nokia's right to proceed to court for interim measures or for the collection of payments at the competent court having jurisdiction over such matters.

12.6. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter covered herein and supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, relating to the subject matters covered and prevails over any conflicting or additional terms of any quote, purchase order, acknowledgment, or other communication between the Parties relating to subject matters covered in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized representative of the as the individual, the company, or the legal entity placing orders for DAC Marketplace products or services hereby executes this Agreement as of the signature date.

On Behalf of: _____

By: _____

Name: _____

Title: _____

Date: _____