

NOKIA CAMPUS SOLUTIONS
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This is a legal and enforceable contract between the company or the legal entity that will be using the Nokia Software (“**You**” or “**Your**”) and the Nokia legal entity accepting the Purchase Order for the Software (“**Nokia**”). Only agreeing to and complying with the terms of this Agreement grants You right to use the Software. 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

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- 1.2. You may exercise Your rights through third-parties (“**Consultants**”) in order to deliver services to You, provided Consultants are under written obligation to comply with this Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use.
- 1.3. You acknowledge that Nokia may have encoded within the Software optional functions, features, or capacity that may be accessed only through additional license or subscription extensions at additional cost and You may need to obtain from Nokia or Nokia Authorized Partner a new or additional application key to access and use such extensions.

2. LICENSE RESTRICTIONS

- 2.1. You may not, without Nokia’s prior written consent, conduct, cause or permit anyone to: (i) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer, or adapt any portion of the Software; (ii) encumber, time-share, rent, or lease the rights granted herein; (iii) manufacture, adapt, create derivative works of, localize, port, or otherwise modify any Software or Documentation; (iv) disclose or otherwise make available the Software or Documentation to any third party; or (v) enable any Software features or capacity that Nokia licenses as separate products without Nokia’s prior written consent. You shall not remove any of the Nokia trademarks, patent, or copyright notices or markings from the Software or Documentation or add any other notices or markings thereto. Additionally, you may not, (a) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Software (b) use or permit use of the Software in any hazardous environments requiring fail-safe performance in which their failure could lead directly to death, personal injury or severe physical or environmental damage. The use of Software for any such application without the prior written consent of Nokia shall be at Your sole risk.

- 2.2. Limited Right to Decompile in the EU: If You use Software within the European Union, then the European Directive 2009/24 will apply to the examination and/or de-compilation of Software to obtain the information necessary for You to achieve interoperability. However, You may not perform such examination and/or de-compilation of Software without first having requested the information from Nokia, by making a sufficiently detailed written request to do so to Nokia and having permitted a reasonable time (at least thirty (30) days) for receipt of such information. Nokia may, at its option, offer support or assistance for establishing interoperability.

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4. FOSS AND OTHER LICENSES

- 4.1. 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 Nokia upon request, indicating the license under which such FOSS was released, and containing required acknowledgements, legends and/or notices. Your rights to use, copy, and further distribute (if applicable) the FOSS are governed by the license originally applicable to the FOSS.
- 4.2. If You modify any FOSS then notwithstanding any other provisions to the contrary, Nokia will have no further liability or obligation to provide support, maintenance, warranty, or indemnity with respect to the modified FOSS or any Nokia products with which the modified version of the FOSS interacts.
- 4.3. 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 You, such as in a separate license .txt file or as part of a separate click-to-accept agreement and will govern Your use of the Software to the extent Nokia does not have a right to supersede them. Nokia's licensors are third party beneficiaries of this Agreement with respect to their Software and Documentation.

5. MAINTENANCE RIGHTS RESTRICTIONS

- 5.1. Nokia has no obligation under this Agreement to offer updates or technical support services ("**Maintenance**") for the Software. Any Maintenance for the Software shall be purchased separately and is subject to Nokia's then current Maintenance terms and renewal policies, including end-of-life notifications. Any use of Maintenance without a valid Maintenance subscription is deemed a breach of this Agreement.
- 5.2. Technical support will only be provided if the Maintenance subscription You have purchased includes technical support for the particular Software. Technical support will be performed in accordance with Nokia's then-current technical support policies.

6. LIMITED SOFTWARE WARRANTY

- 6.1. Subject to Your compliance with the terms of this Agreement, Nokia warrants that the Software, as delivered by Nokia and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of three (3) months from delivery. If the Software does not comply with this warranty and such non-compliance is reported in writing by You to Nokia within the three (3) month warranty period, Your exclusive remedy and Nokia's entire liability shall be for Nokia to provide a patch, bug fix or maintenance update as is available at the time of the reported defect.
- 6.2. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY SOFTWARE FOR WHICH A NON-PRODUCTION OR NON-COMMERCIAL LICENSE IS GRANTED TO YOU, AND ALL FOSS, IS FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT A WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.
- 6.3. Notwithstanding any provision of this Agreement to the contrary, Nokia has no warranty obligations under this Section to the extent any Software: (a) has been modified, altered, adapted, repaired, reworked, or

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7. WARRANTY DISCLAIMER

- 7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NOKIA MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE, AND UPDATES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.
- 7.2. NOKIA SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED OR ACTUAL USE OF THE SOFTWARE COMPLIES WITH APPLICABLE LAWS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SELECTING CONFIGURATIONS, POLICIES AND PROCEDURES IN THE SOFTWARE THAT ARE CONFIGURABLE AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO YOUR POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

8. TERM AND TERMINATION

The term of the licenses granted under this Agreement shall be as stated in the applicable Nokia offer or order confirmation (as license or subscription term); Your rights to use the Software shall end on the date indicated therein or when you cease use of the associated hardware, whichever is sooner, and You shall cease use of the Software at the end of that term. Notwithstanding the foregoing, this Agreement shall terminate upon Your breach of any material term of this Agreement. Upon termination, You shall immediately stop using and destroy all copies of the Software. You acknowledge and agree that Nokia may have encoded within the Software functionality which remotely or automatically renders the Software unusable in case of expiration or termination of this Agreement. Nokia shall have no liability towards You for any disruption of Your business in such situations.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF A CONDITION OR A FUNDAMENTAL TERM OF THIS AGREEMENT: (A) NEITHER NOKIA, YOUR NOKIA PARTNER, NOR ANY OF NOKIA'S THIRD PARTY LICENSORS SHALL HAVE ANY LIABILITY TO YOU FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUES, SAVINGS OR PROFITS OR LOSS OF DATA ANY KIND OF) ARISING OUT OF THIS AGREEMENT OR THE NOKIA SOFTWARE, AND (B) NOKIA'S, YOUR NOKIA PARTNER'S, AND THIRD PARTY LICENSORS' LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT (OTHER THAN LIABILITY FOR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00), WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DATA PROCESSING

This Agreement covers the licensing of Software only and Nokia will not process any Personal Information pursuant to this Agreement. Any services related to the Software which may result in Nokia processing Personal Information will be subject to a separate agreement.

11. AUDIT RIGHTS

You shall keep full, clear, and accurate records with respect to Your use of the Software and shall furnish any information reasonably requested in order to enable Nokia to ascertain whether You are using the Software within the requirements of the license herein; provided, however, Nokia shall limit any such

requests to no more than once per year. You shall retain such records with respect to each copy of Software for at least three (3) years from the Agreement expiration or termination date. Nokia shall have the right, through its auditors, to make examinations, during normal business hours, of all records bearing upon Your use of the Software licensed under this Agreement. If such audit reveals Your usage exceeds the license rights You have purchased, Nokia will invoice You, either directly or via a Nokia authorized partner, for any such discrepancy. If such audit discloses a reported error of five percent (5%) or greater with respect to the number of licenses purchased, You shall fully reimburse Nokia, promptly upon demand, for the reasonable fees and disbursements for completing such audit. Otherwise, Nokia shall be responsible for the cost of each such audit.

12. SOFTWARE EVALUATION

If You are provided Software for evaluation purposes the License Grant section of this Agreement, is hereby replaced with the following terms and conditions. Nokia grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Software or (ii) sixty (60) days from the date of Your initial installation of the Software, if no such evaluation period is pre-determined in the Software (“Evaluation Period”). The Software may not be transferred and is provided “AS IS” without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Software Evaluation Period, You will cease use of the Software and destroy all copies of the Software. All other terms and conditions of this Agreement shall otherwise apply to Your evaluation of the Software.

13. U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS

The Software and accompanying Documentation is deemed to be “commercial computer software” and “commercial computer software documentation” respectively, as defined in DFAR Section 227-7202 and FAR 12.212 as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement all provisions of this Agreement shall apply to the U.S. Government.

14. COMPLIANCE WITH LAWS

You shall comply with all regional, national, federal, state, provincial, territorial, local laws, ordinances, requirements, administrative rules, regulations, data privacy, environmental, and security laws (“**Applicable Laws**”) in connection with Your use of the Software. You may not use the Software in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, “**International Human Rights Standards**”), of any individual, provided the foregoing shall not limit use of the Software to restrict, monitor, collect or process data based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards or authorized by local law or regulation.

15. FORCE MAJEURE

Neither Party will be deemed to be in breach of this Agreement, 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 this Agreement, any Addenda or under any purchase order, if and to the extent that the delay or failure is caused by a Force Majeure Event. For purposes of this Agreement, 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 this Agreement, or any addenda or purchase order thereto, 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, 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.

16. SUGGESTIONS

If You make any suggestion about the Software or related features to Nokia, Nokia is free to use, disclose, reproduce, modify, license, transfer and otherwise distribute and exploit such information or materials without restrictions.

17. CONFIDENTIAL INFORMATION

Nokia Software, Documentation, and any other information provided to You by Nokia for use with the Software (“**Confidential Information**”) constitute and contain Nokia’s confidential and proprietary information. You shall not disclose Confidential Information to any third party or use it for any purpose other than the use permitted by 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 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 and who You cause to comply with the provisions of Agreement. 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.

18. NO RE-EXPORT

Without Nokia's written consent, You are strictly prohibited from transferring, distributing, assigning, or re-selling any Software (including documentation, or any part thereof) obtained from Nokia, or works and services (including technical support) performed by Nokia, under this Agreement, to any third party. You in particular will not transfer, distribute, assign, or sell any Software or works and service 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. Breach of this provision constitutes a “material breach” of this Agreement.

19. 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. Any purported assignment of rights or delegation of obligations in violation of this section is void. Nokia may assign this Agreement to any party.

20. GOVERNING LAW AND DISPUTES

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 that member state; if it is the United States of America, this Agreement will be governed by the laws of the State of New York; if it is Canada, this Agreement will be governed by the laws of Province of Ontario and the laws of Canada applicable therein; if it is Japan, this Agreement will be governed by the laws of Japan; or if your primary business location is not in any of the aforementioned territories, these 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. Any dispute or claim arising out of or relating to these Agreement shall be finally settled under 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. The award will be final and binding on the parties hereto and enforceable in any court of competent jurisdiction.

21. SEVERABILITY AND WAIVER

If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default.

22. SURVIVAL

The following provisions of this Agreement survive termination of this Agreement: License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, Data Processing, U.S. Government Commercial License Rights, Confidential Information, No Re-Export, Assignment, Governing Law and Disputes, Severability and Waiver, Survival, and Entire Agreement.

23. ENTIRE AGREEMENT

This Agreement and any related Order Confirmation are the complete and exclusive agreement between You and Nokia relating to the License of the Software as described herein and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to the same. Any additional or standard terms that may be included or referred to in any purchase order, ordering document, acknowledgement, confirmation, or document issued by You do not apply, even if signed and returned. This Agreement may only be modified by an Order Confirmation issued by Nokia that accompanies or follows this Agreement.

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