

## NOKIA CAMPUS SOLUTIONS

## HARDWARE TERMS

Unless You and Nokia or You and Nokia authorized Partner are otherwise parties to an agreement covering the subject matter herein, the terms of this agreement (“**Agreement**”) shall apply to Your purchase of Nokia Hardware from Nokia or Nokia authorized Partner.

This is a legal and enforceable contract between the company or the legal entity that will be utilizing the Hardware (“**You**” or “**Your**”) and the Nokia legal entity accepting the purchase order for the Hardware (“**Nokia**”). By using the Hardware, other otherwise indicating assent, You agree to these terms. If You do not agree to these terms, do not open the Hardware package or use the Hardware and indicate Your refusal to Nokia or Nokia authorized Partner. 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. HARDWARE AND ACCOMPANYING SOFTWARE

- 1.1. The Nokia hardware (“**Hardware**”) as well as any related documentation (“**Documentation**”) delivered to You is to be used only subject to these terms and conditions and, if applicable, only with the Nokia Software delivered with the Hardware. “**Software**” means the Nokia software, in object code form, that is pre-loaded, pre-installed, included, or provided for download accompanying the Hardware, including any documentation provided with such software. Your use of the Software shall be subject to the applicable Nokia Subscription Terms or End-User License Agreement (“**EULA**”) available at website [www.dac.nokia.com/terms](http://www.dac.nokia.com/terms) (or any successor website confirmed by Nokia in writing), that accompanies the Software, or that is provided to You by Nokia or Nokia-Authorized Partner. You may not reverse engineer, disassemble, or modify the Nokia Hardware including without limitation, removing any labels or covering plates and/or accessing internal components of the Hardware.
- 1.2. The Hardware is designed and intended for standard commercial uses and shall not be available for use in any hazardous environments requiring fail-safe performance in which the failure of Hardware could lead directly to death, personal injury or severe physical or environmental damage. You agree that the use of Hardware for any such application without the prior written consent of Nokia shall be at Your sole risk.
- 1.3. At any time prior to delivery, Nokia may make changes to the Hardware in whole or in part including any electrical or mechanical design refinements that Nokia deems appropriate, or as required by law or concerns of safety. Nokia shall not be obligated to modify or change any Hardware previously delivered or to supply Hardware in accordance with earlier specifications.

## 2. OWNERSHIP

- 2.1. Risk of loss and damage to Hardware shall pass to You upon shipment. Title shall pass upon delivery by sender to the first carrier. Hardware will be deemed accepted upon shipment to You.
- 2.2. Nokia or its licensors shall retain all ownership and any other rights, title and interest in and to (i) its Background Intellectual Property, (ii) any and all updates, upgrades, enhancements, modifications, improvements, derivative works, goodwill, software (including source and object code), algorithms, analytics, algorithms, solutions, and software-related documentation for its Background Intellectual Property, (iii) any and all intellectual property created as a result of any customization of Hardware which Nokia provides hereunder; and (iv) any ideas, know-how, techniques, or methods of any kind that may be or may have been developed or utilized by Nokia in the course of providing the Hardware hereunder, including any enhancements, improvements or modifications thereto, either independently or in collaboration with You. “**Background Intellectual Property**” means the patents, patent applications, copyrights, mask works, trademarks and service marks (whether registered or not), trade names, trade secrets, industrial property rights and any other intellectual property rights (including, but not limited to, rights in and to creations, inventions, derivative works, improvements, developments, innovations, designs, formulas, technical information and software), Information, and data delivered by Nokia under these Terms and Conditions that it owned before the effective date or developed independently.

### 3. STANDARD HARDWARE WARRANTY

- 3.1. The warranties for Software are set forth in the applicable EULA. With respect to Hardware, Nokia warrants to You only that the Hardware purchased, and not leased, hereunder and manufactured by Nokia (including those manufactured for Nokia by a contract manufacturer and based on Nokia's procurement specifications) will be free of defects in material and workmanship under normal, authorized use and will function substantially in accordance with the functional specifications contained in the applicable Documentation for a period of (a) twelve (12) months from the date of delivery to You, or (b) fourteen (14) months from the date of shipment by Nokia, whichever is shorter ("**Warranty Period**"). With respect to Hardware or partial assembly of Hardware furnished by Nokia but not manufactured by Nokia, Nokia hereby assigns, to the extent permitted, the warranties given to Nokia by its vendors of such items.
- 3.2. If any Hardware is not as warranted in this Standard Warranty section of the Agreement, then (a) You shall obtain from Nokia or from Your Nokia authorized partner a return authorization number, and return the Hardware at Your expense, together with the authorization number and a detailed description of the problem, to Nokia's designated repair facility; and (b) Nokia shall repair or replace the Hardware and return it at Nokia's expense to Your point of shipment. Nokia shall assume the risk of loss or damage to any Hardware returned to Nokia for repair or replacement from receipt thereof until delivery to Your point of shipment. If Nokia determines in its sole discretion that it cannot, in a commercially reasonable manner, repair or replace any Hardware, then Nokia may issue a refund for the Hardware, less a reasonable adjustment for beneficial use. If You have purchased the Hardware from Nokia authorized partner, Nokia will issue the refund to the Partner. In repairing or replacing any Hardware or part of Hardware under this warranty, Nokia may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Hardware, or parts of Hardware. For any Hardware or parts thereof repaired, replaced or corrected under this Article [X], the Warranty Period applicable to the Hardware will continue for the longer of (i) the remainder of the original Warranty Period or (ii) 90 days after the date of shipment of the repaired or replaced Hardware.
- 3.3. No Hardware will be accepted for repair or replacement without the written authorization of and in accordance with instructions from Nokia. Removal and reinstallation expenses as well as transportation expenses associated with returning such Hardware to Nokia shall be borne by You. If Nokia determines that any returned Hardware is not defective, You shall pay Nokia's costs of handling, inspection, testing and transportation.
- 3.4. Nokia has no obligation to repair or replace any Hardware if (a) the warranty claim is not submitted during the applicable Warranty Period; (b) the Hardware has been modified, altered, adapted, repaired, reworked or incorporated into and with any solutions by anyone other than Nokia or an entity authorized in writing by Nokia to do so; or (c) the non-conformity is the result of (i) any improper storage, handling, including being subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or use by anyone other than Nokia, (ii) external reasons including excessive physical force, water, humidity, dust, electromagnetic interference, or other detrimental environmental or operating conditions beyond the limits specified for each Hardware product, (iii) operator error, (iv) improper installation of Hardware by anyone other than Nokia, (v) use in a manner not in accordance with the related Documentation or written instructions, (vi) any use of the Hardware in conjunction with another non-Nokia product (except to the extent provided in the Documentation), (vii) a consumable, perishable or wearable part or item, including batteries, fuses, light bulbs, motor brushes and the like, (viii) Hardware which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, (ix) power failure, fire, explosion or any act of God or other cause beyond Nokia's control, or (x) normal wear and tear.
- 3.5. Nokia's warranty obligations do not include: (i) Nokia's assisting in diagnostic efforts; (ii) access to Nokia's technical support web sites, databases, or tools; (iii) product integration; (iv) on-site assistance; or (v) documentation updates. These services may be available for purchase during and after the applicable Warranty Period at Nokia's published prices and subject to Nokia's then standard terms and conditions for services. The warranties set forth in this Article are nontransferable.
- 3.6. THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE FOR HARDWARE IS THE SOLE AND EXCLUSIVE REMEDIES AND NOKIA'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY DEFECTIVE HARDWARE. NOKIA DISCLAIMS ALL OTHER WARRANTIES IMPLIED OR STATUTORY INCLUDING ANY WARRANTY

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### 4. EXTENDED WARRANTY

Nokia may make a commercial offer for extension to the Warranty Period with respect to certain Hardware items and components of Hardware items, to be ordered together with the Hardware items in question. The period of the extension is specified in the Nokia offer, order form, or order confirmation. If ordered, the Hardware extension warranty period will be added in addition to the standard Warranty Period specified in Standard Hardware Warranty section above.

#### 5. REMEDIES

- 5.1. Your exclusive remedies and the entire liability of Nokia and its affiliates for all claims, damages and expenses (“Losses”) of You arising out of this Agreement or the use or performance of any Hardware, shall be (i) for the non-performance of or defects in Hardware - the remedy set forth in the Standard Hardware Warranty section above; (ii) for tangible property damage and personal injury caused by Nokia's acts or omissions - the amount of the proven direct damages; and (iv) for everything other than as set forth above - the amount of the proven direct damages not to exceed One Hundred Thousand (100,000) euros. Notwithstanding any other provision of this agreement, Nokia and its affiliates shall not be liable for any incidental, indirect, consequential, or exemplary damages or for any lost profits, lost revenues, lost data and other economic losses arising out of this Agreement or resulting from the use or performance of any Hardware.
- 5.2. If You fail to perform any material term or condition of this agreement and such failure continues for 30 days after receipt of written notice from Nokia or Your Nokia-authorized Partner, Nokia may terminate this agreement and exercise any available rights. Upon such termination, You shall be liable for cancellation and/or termination charges and any other applicable charges.

#### 6. COMPLIANCE WITH LAWS

- 6.1. 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 Hardware. Specifically, You shall be responsible, at no cost to Nokia, for complying with all environmental and safety obligations relating to the use and/or disposal of Hardware and Hardware-related materials (e.g., reporting and the proper collection, disposal and/or recycling of the waste from any discarded or obsolete Hardware or their parts) supplied by Nokia under this Agreement in accordance with all Applicable Laws.
- 6.2. You may not use the Hardware 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 Hardware 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.

#### 7. 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.

## 8. SUGGESTIONS

If You make any suggestion about the Hardware or 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.

## 9. CONFIDENTIAL INFORMATION

Nokia Software, Documentation, and any other information provided to You by Nokia for use with the Hardware (“**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 this 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.

## 10. NO RE-EXPORT

Without Nokia's written consent, You are strictly prohibited from transferring, distributing, assigning, or re-selling any Hardware or 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 Hardware 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 these terms.

## 11. 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.

## 12. GOVERNING LAW AND DISPUTES

- 12.1. 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.

#### 13. 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.

#### 14. SURVIVAL

The following provisions of this Agreement survive termination of this Agreement: Hardware and Accompanying Software, Ownership, Remedies, Compliance with Laws, Suggestions, Confidential Information, No Re-Export, and Survival.

#### 15. ENTIRE AGREEMENT

This Agreement and any related order confirmation are the complete and exclusive agreement between You and Nokia relating to the Nokia Hardware 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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