



Nokia Network as Code Terms of Service

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1 Introduction

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE CLICKING ACCEPT. CLICKING ACCEPT INDICATES YOUR ACCEPTANCE OF THESE TERMS INCLUDING THE ADDITIONAL DOCUMENTS INCORPORATED BY REFERENCE (COLLECTIVELY, THE “AGREEMENT”).

IF YOU DO NOT ACCEPT THE AGREEMENT, DO NOT CLICK ACCEPT, CREATE AN ACCOUNT IN THE NaC PORTAL, OR USE THE SERVICES.

This is an agreement between the Nokia entity identified below ("Nokia," "we," or "us") and you (if registering as an individual) or the entity you represent (if registering as a business) ("Customer" or "You") effective as of the date you click accept or otherwise indicate your acceptance of the Agreement ("Effective Date").

<i>If you are located in...</i>	<i>The Nokia contracting entity will be:</i>
United States	Nokia of America Corporation
Canada	Nokia Canada, Inc.
United Kingdom	Nokia Solutions and Networks UK Ltd.
Czech Republic	Nokia Solutions and Networks Czech Republic Sro
France	Nokia Solutions and Networks France SAS
Greece	Nokia Solutions and Networks Hellas Single Member S.A.
Italy	Nokia Solutions and Networks Italia SpA
Spain	Nokia Solutions and Networks Spain S.L.
Australia	Nokia Solutions and Networks Australia Pty Ltd
Indonesia	PT Nokia Solutions and Networks Indonesia
Japan	Nokia Solutions and Networks Japan G.K.
Republic of Korea	Nokia Solutions and Networks Korea Co., Ltd.
Malaysia	Nokia Services and Networks Malaysia Sdn. Bhd.
Argentina, Finland, Germany, and other countries not listed above*	Nokia Solutions and Networks Oy

**Services not available in all countries*

If You have a separate agreement with Nokia for use of the Services, then that separate agreement, rather than this Agreement, will apply to your use of the Services.



2 Definitions

“Acceptable Use Policy” means the Nokia policy published at <https://developer.networkascode.nokia.io/legal/acceptable-use-policy>.

“Additional Documents” means the Acceptable Use Policy, Data Processing Addendum, Support Annex, and SLA.

“Admin Information” means the information that You provide to Nokia for the purpose of creating or administering Your account and/or permitting You to access the Services, which may include (for example) contact e-mail addresses and telephone numbers for You or Your employees.

“Apps” are software applications and other digital products that connect to or otherwise use any of the Services, together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments.

“Application Keys” enable Customers and Apps to connect to the Network as Code platform and use the Services by making API calls. API usage, charging and billing will be tracked based on the Application keys.

“Customer Account” means an account set up by Nokia for You and for named individuals representing You as a means to manage Your purchases of the Services from Nokia and access to and use of the Services.

“Customer Content” means your Apps, all content, ads, services, technology, data and other digital materials included in or made available through your Apps or Devices, and all Product Information.

“Data Processing Addendum” means the terms related to the processing of Personal Data in connection with the Services, the current version of which is available at <https://developer.networkascode.nokia.io/legal/data-processing-addendum>.

“Documentation” means the descriptions, learning materials, technical and functional documents made available to You by Nokia for the Services, whether in print, online (in the NaC Portal and/or embedded as part of a help function), which may be updated by Nokia from time to time.

“End Users” means any individual or entity that has entered into and maintains a contract with You to obtain access to Your Apps and, directly or indirectly, accesses or uses the Services.

“Fees” means the payments to be made by You to Nokia for any Subscriptions subject to this Agreement, as set out in the applicable Order Confirmation.

“Intellectual Property Rights” means copyrights (including the exclusive right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademark rights (including trademarks, and service marks), patent rights (including the exclusive right to make, use and sell), trade secret rights, and all other intellectual property rights worldwide arising under statutory or common law of any jurisdiction, as may exist now and/or hereafter come into existence, and all renewals and extensions thereof.



“NaC” means Network-as-Code.

“NaC Licensed Materials” means software, software development kits (SDKs), libraries, application programming interfaces (APIs), services, documentation, sample code, and related materials and information made available by Nokia via the NaC Portal subject to the license agreement (“EULA”) referenced in the download file.

“NaC Portal” means the online portal made available by Nokia for You to access the NaC Licensed Materials and manage Your account.

“Nokia Data” means data and data elements collected by the NaC Licensed Materials or Services regarding configuration, environment, usage and performance of the Services that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the NaC Licensed Materials or Services, excluding Customer Content, Admin Information, and Personal Data.

“Order Confirmation” means a written confirmation (via EMAIL or otherwise) from Nokia that accepts Your order for a Subscription to the Services and specifies details such as quantity, term, and pricing.

“Personal Data” means any information relating to an identified or identifiable natural person, excluding Admin Information.

“Services” means (a) access to the NaC Portal to view or download NaC Licensed Materials and other content, and (b) access to network assets to deliver enhanced functionality in Your Apps to Your end users.

“SLA” means the service level agreement for the Services available on the NaC Portal, or as otherwise agreed in writing with Nokia.

“Subscription(s)” means a right to access and use the Services, subject to this Agreement and payment of any applicable Fees, for a defined period of time.

“Subscription Term” means the duration of Your Subscription(s) to the Services, as specified in the applicable Order Confirmation.

“Support Annex” means the terms for Nokia’s provision of support for the Services available on the NaC Portal, or as otherwise agreed in writing with Nokia.

“Territory” means the countries or regions where Nokia makes the Services available to developers.

3 Right to Update Terms

Nokia reserves the right, in its sole discretion, to update this Agreement at any time. The current version of this Agreement will be made available at <https://developer.networkascode.nokia.io/legal/terms-of-service>, and when an updated version of this Agreement is posted to such site, it will supersede all prior versions of this Agreement.

Except where immediate material changes are required due to a change in applicable laws, regulations, or requirements from Network Providers, Nokia will provide you with written notice of any material changes to this Agreement at least thirty (30) days prior to the effective date of such changes, in accordance with the Notices section below.

Your continued use of the Services on or after the effective date of any changes to this Agreement constitutes your acceptance of the updated version. If you do not agree to the updated version of this Agreement, you must stop using the Services immediately.

4 Services

Subject to Your compliance with this Agreement and the applicable Order Confirmation (including payment of any Fees), Nokia will:

- a) provide the Services according to this Agreement, the applicable Documentation, the SLA, and any applicable Order Confirmation; and
- b) use commercially reasonable efforts to provide you with applicable support for the Services as described in the Support Annex.

Your right to use the Services is non-exclusive, revocable, non-transferrable, non-assignable, and solely for the purposes of developing Apps that connect to the Nokia Services, and connecting via Your Apps to provide features and functionality to Your End Users, and further limited to:

- (i) the duration of the applicable Subscription Term, and
- (ii) use within the Territory.



5 NaC Licensed Materials

Nokia will provide access to NaC Licensed Materials for use in connection with the Services. If You use any NaC Licensed Materials, You are subject to, and agree to comply with, the NaC License. To the extent there is any conflict between this Agreement and the applicable EULA, the applicable EULA will govern with respect to your use of the NaC Licensed Materials.

6 Restrictions & Customer Responsibilities, Representations & Warranties

6.1 General Restrictions

Without Nokia's written consent, You shall not, and shall not permit others to, copy, modify, disassemble, resell, lease, sublicense, timeshare, or otherwise transfer, assign, distribute, publicly display, derive source code from, commercialize the access to, or permit any third parties to access the Services of NaC Licensed Materials (except to make Your Apps available to Your end users) or offer them on a standalone basis. You will not take any action related to the Services that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies, or other properties or services of Nokia or of any end user or third party. You will use the Services and NaC Licensed Materials only in accordance with this Agreement, Nokia's Acceptable Use Policy (which Nokia may update from time to time), any applicable Order Confirmation, and all applicable laws and regulations and comply with your representations and warranties set forth in the section titled Customer Representations & Warranties below.

6.2 Customer Responsibilities

You are solely responsible for

- a) Your Apps
- b) Your Application Keys
- c) Customer Content
- d) All use of the Services and NaC Licensed Materials under Your Customer Account (including by any third parties who you provide with access to the foregoing), and
- e) All acts, omissions, and activities of your End Users.

You agree to provide Nokia with reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers.

6.3 Customer Representations and Warranties

You represent and warrant that:

- (a) You are at least the legal age of majority and that you are able to form a legally binding contract. If Customer is a business or other legal entity and not an individual, then the individual entering into this Agreement on Customer's behalf represents that he or she has all necessary legal authority to bind Customer to this Agreement.



- (b) You have the full right, power, and authority to enter into and fully perform this Agreement.
- (c) You (and all parties that own or control you) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties maintained by the United States government or other applicable government authority. You will comply with all United States and other export and re-export restrictions that apply to any software, technology, goods, or services you use or receive in connection with this Agreement."

7 Security & Data Processing

7.1 Security

Nokia uses reasonable efforts to ensure that the Services conform to the generally applicable data security practices in Nokia's industry and are protected against commonly known data security threats (such as viruses, malware, or other routines designed to permit unauthorized access to computer systems etc.). Nokia's security policies, procedures and practices related to the Services are intended to minimize their vulnerability to intrusions or wrongful access that may interfere with, misappropriate, or damage the Services or Customer Content. However, Nokia makes no representations or warranties that the Services or Customer Content will be secure from any intrusions, cyber-threat, or any other wrongful third-party conduct.

7.2 Customer Content

You are the controller and shall at all times be responsible for Customer Content. Nokia is not the publisher of and does not claim ownership of, endorse, or control any of Customer Content. Nokia shall maintain industry standard security controls for ensuring that Customer Content is stored and processed in accordance with industry practices. Nokia does not warrant any data retention and does not store any of Customer Content in the event of the termination or expiry of your Subscription to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Customer Content, or from End Users' use of Customer Content or the Services in a manner that is inconsistent with this Agreement.

7.3 Data Processing

Each Party will comply with data privacy laws governing the protection of Personal Data in relation to their respective obligations under this Agreement. Where Nokia acts as Your processor of Personal Data provided by You or End Users, Nokia will do so in accordance with this Agreement and the Data Processing Addendum which is incorporated herein by reference.



8 Right to update Services & Licensed Materials

Nokia has sole discretion to determine all features of the Services, and Nokia reserves the right to update the features and functions of the Services and NaC Licensed Materials over time; provided, however, Nokia will not materially decrease the overall functionality of the Services. It is your responsibility to ensure your Apps are compatible with the Services.

If any changes which will not be backwards compatible become necessary, Nokia will use commercially reasonable efforts to notify all Customers at least sixty (60) days prior to implementation of such changes to allow Customers time to make necessary adjustments.

9 Performance Warranty

Nokia warrants that the Services perform materially in accordance with the applicable Documentation. Your exclusive remedy for a breach of this Section will be, at Nokia's option, to (a) remediate any material non-conformity or (b) refund you the Fees paid for the time period during which the affected Services do not comply with this Section. This warranty does not apply to Services provided free-of-charge; all such Services are provided as-is.

Nokia disclaims all other warranties, representations and conditions, express, implied and/or statutory, including all warranties, representations and conditions of merchantability, fitness for a particular purpose, and non-infringement in relation to and for the Services. Further, Nokia makes no representation or warranty that any Services will run uninterrupted, completely secure, error-free, or free of viruses or that the Services will meet Your business requirements or operate with Your existing systems, services, or content. Nokia disclaims any and all liability for (i) any issues related to the performance, operation or security of the Services that arise from Customer Content, any third-party content, services furnished by cloud service provider (e.g., IaaS/PaaS services outage, cloud service provider data or security breach, technology integrated or provided by cloud service provider), or other services provided by third parties (except for Nokia subcontractor who has been engaged to perform the applicable NaC Service), (ii) any loss of data, (iii) any loss of connectivity, and (iv) any interruptions in the Services resulting from Outage Event.

Nokia's warranty commitments under this Section are non-transferrable and apply only provided that You have acted fully in conformity with this Agreement. Nokia's warranty in this Section excludes issues, problems, or defects arising from Customer Content, third-party content, or use of the Services whether by You (including Your Users) or End Users not in accordance with this Agreement.

For the avoidance of doubt, You are responsible for any backups and back-hauling of Customer Content and any other information You create in connection with the NaC Service. Unless otherwise specified in the applicable SaaS Service Scope Document, Nokia will not take any backups and gives no warranties or guarantees that Customer Content will be or remain accessible or stored. After expiration or termination of the respective Subscription Term, Nokia will not maintain, or provide access to, any of Customer Content on Your behalf.

10 Your Account & Your Order

10.1 Account

Access to the Services is provided through a Customer Account that Nokia establishes for You. You may request to create an account to Nokia via the NaC Portal, but You will not be able to access the Services until Nokia approves your request and enables Your account for commercial use. You are responsible for all activities that occur under the Customer Account, regardless of whether the activities are authorized by You or undertaken by You, Your employees or a third party.

The login credentials of Your Customer Account are provided by Nokia for Your internal use only and You shall keep them confidential and not sell, transfer or sublicense them to any other entity or person. You shall ensure at all times the accuracy, currency, and security of the registration information related to Your Customer Account.

In order to establish a Customer Account, You must provide Nokia with Admin Information.

You must ensure that only persons who have reviewed and accepted the Nokia Privacy Policy may provide Admin Information to Nokia. You shall ensure that each individual consents to having his or her Admin Information collected and used by Nokia in accordance with the Nokia Privacy Policy.

10.2 Orders

You may place an order for Subscriptions via the NaC Portal by selecting a Subscription option and accepting the Terms of Service and any applicable supplemental terms.

All orders are subject to Nokia's acceptance and no access will be provided to the Services until Nokia has approved Your order and received payment of the applicable Subscription Fees. Nokia may require additional information in order to approve an order, and Nokia will not be able to accept Your order until all required information has been verified.

Subscriptions will begin after Nokia's acceptance. Billing for Subscriptions will be based on either a monthly fee or usage-based model, as indicated in the Order Confirmation.

11 Fees and Payment Terms

11.1 Fees

The applicable pricing mechanisms and Fees due for Subscriptions to the Services (including Fees for each individual Subscription) are set out in the applicable Order Confirmation. In the absence of an Order Confirmation setting forth the Fees, Nokia's standard fees for the Services as published on the NaC Portal apply. Payment obligations are non-cancelable and the Fees, taxes, and other charges paid to Nokia are non-refundable.

11.2 Price Updates

Nokia reserves the right to review and adjust the Fees for Subscriptions to the Services periodically by notice to You at least thirty (30) days prior to the effective date of any such change. The change will not affect any order submitted by You and accepted by Nokia prior to the change. The adjusted Fees will apply when You renew Your Subscription to the Services. You are deemed to have accepted any updated Fees when You renew Your Subscription for the Services.

11.3 Payment of Taxes

Each Party is responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments made under this Agreement. All payments made by You to Nokia under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, You will pay such additional amounts as are necessary so that the net amount received by Nokia is equal to the amount then due and payable under this Agreement. Nokia will provide You with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement, provided that a separate fee will apply for applicable internal and external costs incurred in providing such tax forms.

11.4 Indirect Taxes.

All Fees payable by You are exclusive of Indirect Taxes. Nokia may charge, and You will pay, applicable Indirect Taxes that Nokia is legally obligated and/or authorized to collect from You. You will provide such information to Nokia as reasonably required to determine whether Nokia is obligated to collect Indirect Taxes from You. Nokia will not collect, and You will not pay, any Indirect Tax for which You furnish Nokia a properly completed exemption certificate or a direct payment permit certificate for which Nokia may claim an available exemption from such Indirect Tax. "Indirect Taxes" means



applicable taxes and duties, including VAT, service tax(es), GST, excise taxes, sales and transaction taxes, and/or gross receipts tax.

11.5 Payment Terms

Except as otherwise set forth in the applicable Order Confirmation and subject to the Payment Disputes section below, You will pay the Fees due hereunder within thirty (30) calendar days of the invoice date, without set-off or withholding of any kind.

11.6 Invoices

Nokia will issue invoices monthly in arrears as follows:

- (a) For fixed fee Subscriptions, monthly Subscription Fees plus any applicable overage Fees (as set forth on the NaC Portal) for any usage exceeding the quantities included in Your Subscriptions; or
- (b) For usage-based Services, for the quantity used by You during the preceding calendar month, according to the standard usage Fees set forth on the NaC Portal.

11.7 Late Payment Interest

If You fail to make any payment due to Nokia by the due date, You will pay late payment to Nokia for such past due invoices. The late payment interest is calculated from the due date to the date of receipt of payment at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is higher.

Nokia may, in its sole discretion, after giving a ten (10) calendar days' written notice and without limiting Nokia's other rights and remedies, suspend or terminate Your access to the Services until any overdue amount is paid in full.

11.8 Payment Disputes

You will notify Nokia in writing within fifteen (15) days of the date Nokia sends an invoice for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Provided that You act reasonably and cooperate diligently with Nokia to resolve the dispute, Nokia will not charge you a late fee or suspend the provision of the Services for unpaid Fees, unless Nokia determines, in its sole discretion, that the dispute is not reasonable or brought in good faith, in which case Nokia may assess late payment interest as provided above.

12 Audit, Suspension, Remedies

12.1 Audit

Nokia may audit Your use of the Services to assess whether or not Your use is in accordance with this Agreement. You agree to cooperate with Nokia's audit and to provide reasonable assistance and access to all information reasonably requested by Nokia. In the event the audit reveals that Your use of the Services exceeds what has been agreed in the applicable Order Confirmation, Nokia will invoice You for such use in accordance with the standard fees published on the NaC Portal as well as for reasonable audit costs and You will have [ten (10)] calendar days as of the invoice of Nokia to pay such applicable fees and costs. If You do not pay on time, Nokia may terminate Your access to the Services without any liability to You.

12.2 Suspension

Nokia may suspend Your right to access or use any portion or all of the Services upon reasonable prior notice by Nokia to You

- (i) if Nokia determines You have breached Your obligations under this Agreement
- (ii) if Nokia justifiably suspects that Your use of the Services jeopardizes the delivery of the Services to other users
- (iii) due to a severe data security risk related to the Services or
- (iv) when required by law or regulation by authorities or due to a Force Majeure Event.

12.3 Effect of Suspension

If Nokia suspends Your access to or use of any portion or all of the Services as provided above except as expressly provided below, You will not be entitled to any service credits. In the event of suspension under (i) or (ii) above, once You resolve the issues that caused the suspension, Nokia may, in its sole discretion, restore Your access to the Services.

12.4 Remedy

If Nokia determines, in its sole discretion, that its suspension decision was incorrect, Your sole and exclusive remedy for such suspension, if any, shall be service credits corresponding to the time period during which the access to the Services was suspended.

13 Trial and Buy

Subject to Your compliance with this Agreement, Nokia may agree to provide You with free of charge access to the NaC Portal and Services for a limited period of up to thirty (30) days (“Trial Period”) solely for non-commercial, trial and evaluation purposes. Use during the Trial Period will be limited to specific Services agreed with Nokia, and only using Networks approved by Nokia, and further limited to Permitted Users, the number of which will be approved by Nokia in writing. “Permitted Users” means individuals employed by or otherwise under Your control and permitted to use the Services.

Nokia reserves the right to terminate the Trial at any time by providing written notice to You, without any liability to You. You may terminate the Trial by providing Nokia with written notice to this effect during the Trial Period.

Upon the expiration or termination of the Trial Period, if you do not purchase a paid Subscription,

- (a) Your right to access and use the Services automatically expires;
- (b) You shall cease accessing and using the Services; and if applicable,
- (c) You shall de-install any copies of Nokia software provided as part of the trial SaaS Service and certify to Nokia in writing that all copies of such Nokia software have been deleted from Your system and destroyed.

DURING THE TRIAL PERIOD, YOUR ACCESS AND USE OF THE SERVICES ON AN AS IS BASIS AND NOKIA PROVIDES NO WARRANTIES, SERVICE LEVEL COMMITMENTS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SERVICES DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

14 Ownership of IP

Nokia or its licensors retain all ownership and Intellectual Property Rights in and to the Services, NaC Licensed Materials, Nokia Data, and any other content on the NaC Portal, including all copies, improvements and derivative works thereof, and anything developed or delivered by or on behalf of Nokia under this Agreement. Your rights to use the Services and NaC Licensed Materials shall be limited to those expressly granted in this Agreement. All rights not expressly granted to You are retained by Nokia and/or its licensors.

Unless you have received our express written permission, you will not otherwise use any trademark, service mark, trade name, commercial symbol, domain, trade dress, or other proprietary right of Nokia (or any variant thereof), issue press releases or other publicity relating to Nokia, the Services, or this Agreement, or refer to us in promotional materials. You will not adopt or attempt to register any proprietary right of ours (or any variant thereof).

You retain all ownership and Intellectual Property Rights in and to Customer Content. You hereby grant to Nokia, under all of Your rights in and to Customer Content, a non-exclusive, transferable, worldwide, royalty-free, and fully paid-up license to use, copy, reproduce, and modify (in whole and/or in part) Customer Content to the extent necessary for providing or operating the Services and any related hardware, software or services, including to store (e.g., on geographical location), host, cache, record and display Customer Content to provide, analyze, support, maintain and/or improve the Services and any related hardware, software or services. You acknowledge and agrees that Nokia may use and disclose any of Customer Content that Nokia holds if necessary for Nokia to comply with a legally binding order, subpoena or similar request of a court of governmental or regulatory body.



15 Feedback

If you provide Nokia with feedback, improvements, or suggestions about the Services or NaC Materials provided by Nokia under this Agreement (“Feedback”), it is understood that you do so voluntarily. You will remain the owner of the Feedback and you grant Nokia and its Affiliates the right to use, modify, and transfer the Feedback (in whole or in part) without restriction.

16 Confidentiality

Each Party (“Receiving Party”) shall treat Confidential Information of the other Party (“Disclosing Party”) as trade secrets of the Disclosing Party and shall use the Disclosing Party’s Confidential Information solely for the purposes of exercising its rights and obligations under this Agreement and not for any other purpose. As between You and Nokia, Customer Content and Your Admin Information are Confidential Information of You, and Nokia Data is Confidential Information of Nokia.

A Receiving Party must treat Confidential Information of the Disclosing Party as confidential and may not publish, disseminate, or otherwise disclose, or permit or facilitate the disclosure of, any Confidential Information of the Disclosing Party to any third parties, other than to the extent the Receiving Party must do so to its Affiliates and contractors and to its and their employees (collectively, “Personnel”) in order to exercise its rights and obligations hereunder, and will prevent any unauthorized disclosure, copying, use, or other exploitation of Confidential Information of the Disclosing Party to third parties. A Receiving Party must at all times and in all cases treat the Confidential Information of the Disclosing Party in the same manner in which it treats its own similar information, and in no event use less than reasonable care or take less than reasonable precautions to protect and maintain the secrecy of the Confidential Information. Receiving Party is responsible for all acts and omissions by its Personnel and customers, if any, as if such acts and/or omissions were acts and/or omissions of the Receiving Party.

A Receiving Party must ensure that its Personnel are bound by confidentiality obligations (in writing or under applicable law) at least as protective of Confidential Information of the Disclosing Party as this Agreement prior to disclosure of any Confidential Information of the Disclosing Party to such Personnel.

The obligations of confidentiality do not apply to any information which:

- i. is publicly available at the time of disclosure or later becomes publicly available through no fault of the Receiving Party, unless such availability results from a breach of this Agreement;
- ii. was known to the Receiving Party prior to disclosure of the Disclosing Party, as proven by the Receiving Party;
- iii. was independently developed without use or reference to the information by the Receiving Party, as proven by the Receiving Party; or
- iv. was or is disclosed to the Receiving Party by a third party who is not bound by any obligation of confidentiality to the Disclosing Party.

Further, to the extent the Receiving Party is expressly required to disclose Confidential Information due to an order by any court or tribunal that has competent jurisdiction to order the disclosure, such disclosure shall not be considered a breach of these confidentiality obligations under this Agreement to the extent of the ordered disclosure and further provided that the Receiving Party, subject to what



is permitted and/or available to the Receiving Party under applicable law: (i) gives to the other Party reasonable written notice prior to such disclosure to allow the other Party a reasonable opportunity to seek a protective order or equivalent; and (ii) obtains a written assurance from such court or tribunal that it will afford the information the highest level of protection afforded under applicable law or regulations.

The existence of any dispute under this Agreement, any settlement negotiations, any mediation, arbitration, or expert determination hearings, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings will be treated as Confidential Information and will be covered by the confidentiality provisions herein.

The confidentiality obligations hereunder shall continue for a period of [five (5) years] after the expiration or termination of this Agreement, for any reason whatsoever.

17 Term and Termination

17.1 Term

This Agreement enters into force on the Effective Date and will continue until either Party terminates the Agreement as provided below.

17.2 Termination for Convenience

Either Party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days prior written notice. Notwithstanding the preceding sentence, if there are any Subscriptions in effect, termination pursuant to this clause will not be effective until all such Subscriptions have expired or have been terminated in accordance with one of the clauses below.

17.3 Termination for Material Breach

Either Party may terminate for cause by written notice if the other Party fails to cure a material breach of this Agreement within thirty (30) days after written notice from the non-breaching Party.

17.4 Termination for Change of Control

Nokia will have the right, in its sole discretion and without prejudice to any other rights or remedies which it may have under this Agreement, to immediately terminate Your access to the Services, without any further obligation or liability to You, if (a) You file, or consent to the filing against You 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 sells or transfers the majority of its business or assets, or controlling interest therein, to a third-party; or (b) You become controlled by, in control of, or under common control with, any competitor of Nokia.

17.5 Effects of Termination

Upon expiration or termination, (i) all Your licenses, rights and Subscriptions under this Agreement will terminate and there will be no refund of payments; and (ii) You will pay any outstanding fees (if any), cease all use of the Services, destroy the Customer Account information, and remove any and all copies of Confidential Information of Nokia from Your systems. Any terms and conditions that by their nature should survive a cancellation or termination shall survive.

18 IP Indemnity and Limitation of Liability

18.1 Indemnification by Nokia

If an unaffiliated third party brings a claim against You that the Services infringe the third party's patent, copyright, or trademark or makes unlawful use of its trade secret (a "Claim"), You must notify Nokia promptly in writing to obtain Nokia's assistance with the Claim. 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 of liability in this Agreement, 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 Services, Nokia may seek, in its discretion and at no cost to You, to: (i) obtain the right for You to keep using the Services; or (ii) modify or replace the Services with a functional equivalent; or (iii) if, in Nokia's opinion, options (i) and (ii) are not commercially reasonable, to discontinue Your access to the Services and credit to You any advance payments for unused Subscription rights.

18.2 Limitations

Nokia's obligations above will not apply to a Claim: (i) to the extent it is based on Customer Content or non-Nokia software or materials You provide or make available in the course of using the Services; (ii) to the extent based on Your combination of the Services with, or damages based upon the value of, a non-Nokia software, data, or business process (unless the Services would be infringing when viewed alone); (iii) based on Your use of a Nokia trademark without Nokia's express written consent; (iv) based on Your or End Users' use of the Services or Customer Content in violation of this Agreement or after Nokia notifies You to stop due to a third-party claim; (v) based on Your redistribution of the Services to, or use for the benefit of, any unaffiliated third party; (vi) where the Services have been provided free of charge; or (vii) outside the Territory.

The terms in this IP Indemnity and Limitation of Liability section set out Your sole and exclusive remedy against Nokia for infringement of third-party intellectual property rights.

18.3 Indemnification by You

You shall indemnify, defend and hold Nokia harmless from and against any liability, claim, damages, and losses whatsoever arising from or relating to Customer Content, or Your or End Users' use of the Services in violation of this Agreement, provided that Nokia gives You: (i) prompt written notice of the claim; (ii) sole control over the defense and/or settlement of the claim; and (iii) upon Your request, reasonable information and help in defending such claim.

18.4 Limitation of Liability

The total aggregate liability of Nokia, its Affiliates, and its and their officers, directors, employees, agents, suppliers, and/or licensors, to You, for any claims (including under any and all indemnities) related to or arising out of the Agreement and the Services, shall be limited to direct provable damages in a total amount not to exceed (i) the Fees actually received by Nokia for the applicable Services giving rise to the liability in the twelve (12) month period preceding the first event from or through which the liability arose, or (ii) [one hundred thousand Euros (EUR 100,000)], whichever is greater.

Except with respect to any liability that cannot be limited or excluded by contract under applicable law, neither Party will be liable for any indirect, consequential, incidental, exemplary, punitive, statutory or special damages, or any loss of profits (excluding, for the avoidance of doubt, fees payable by You to Nokia under this Agreement), loss or corruption of data, interruption to or loss of business, and loss of revenues, 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.

The Parties acknowledge and expressly agree that the limitation of liability set forth in this Section shall apply to all damages pertaining to data breaches or security breaches.

THE LIMITATIONS SET FORTH ABOVE IN THIS LIMITATION OF LIABILITY SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS AGREEMENT.

19 General

19.1 Export Control

In all cases, You shall comply with all applicable national and international sanctions and export control regulations, including those regulations pertaining to transfer or re-export. You in particular will not transfer any materials or services provided by Nokia under this Agreement to a sanctioned country or region (including but not limited to: Belarus, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russian Federation, or Syria). If requested by Nokia, You will sign written assurances and provide export related documents as may be required for Nokia to comply with the applicable export control laws.

19.2 Compliance

Each Party will comply with all laws, legislation, rules, regulations, and governmental requirements applicable to the exercise of its rights and performance of its obligations under this Agreement. In case any national or state statute, or any local law or regulation or by-law of any duly constituted authority is changed or comes into force or its interpretation is revised after the Effective Date and such change, entry into force or revised interpretation would have an adverse effect on the Services or either Party's performance of its obligations and undertakings thereunder, the Parties shall meet and discuss next steps and how to manage compliance with such law or regulation. Each Party shall comply with requirements of anti-corruption laws and shall not take any action that may violate these requirements. Parties will not pay, offer to pay or allow the payment of any monetary assets or valuables, directly or indirectly, to any person for influencing the actions or decisions of those persons in order to obtain any improper advantage or to implement other illegal purposes; do not carry out actions that are qualified by the law applicable for the purpose of this Agreement as giving/receiving of bribes or commercial bribery of any individual persons or entities, including, but not limited to, commercial organizations and their representatives, government and public authorities, state and municipal officials. By entering into this Agreement, You commit to complying with the requirements of the Nokia Third Party Code of Conduct, which is available at <https://www.nokia.com/about-us/company/leadership-and-governance/code-of-conduct/#third-party>.

19.3 Relationship of the Parties

This Agreement may not be construed as creating an agency, partnership, joint venture, or any other form of legal association between the Parties other than as expressly set forth therein. No Party has any right or authority to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

19.4 Assignment

You may not assign, delegate, or otherwise transfer any of Your rights or obligations under this Agreement to any third party without the prior written consent of Nokia. Any purported or attempted assignment will be null and void. Nokia Affiliates may perform any of Nokia's obligations under this Agreement. Nokia may assign, delegate, subcontract, or otherwise transfer (in whole or in part) this Agreement and/or any of its rights and/or obligations hereunder in its discretion. Subject to the foregoing, this Agreement are and will be binding upon the Parties and their respective successors.

19.5 Remedies Cumulative; No Third-Party Beneficiaries

Unless expressly set forth herein to the contrary, a Party's election of any remedies provided for in this Agreement are not exclusive of any other remedies available thereunder or otherwise at law or in equity, and all such remedies are deemed to be cumulative. No provisions of this Agreement are intended or may be construed to confer upon or give to any person or entity other than the specific Parties hereto and their Affiliates (as applicable) any rights, remedies, or other benefits under or by reason of this Agreement, except as expressly provided herein.

19.6 Severability; Waiver

If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default.

19.7 Governing Law & Dispute Resolution

This Agreement is governed by, construed, and enforced in accordance with the Laws of Finland, without regard to their conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. 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), will 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 arbitral tribunal will consist of one (1) 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.

Nothing in this Agreement limits: (a) a Party's right to apply to a competent court for injunctive or other equitable relief: (i) in relation to an infringement of Intellectual Property Rights; (ii) in respect of misuse of Confidential Information; or (iii) for enforcement of an arbitral award; or (b) Nokia's right to initiate legal proceedings against You in any competent court for the purposes of collecting any payments due under this Agreement.



Except for the Fees payable to Nokia for any Subscriptions, if applicable, each Party bears its costs and expenses arising out of or related to this Agreement and the activities hereunder.

19.8 EU Electronic Communications Code - Waiver

If you are a microenterprise, small enterprise, or not for profit organization using the Services within the European Economic Area or United Kingdom, you hereby waive the right (where you are entitled to do so) to: (a) have our contract with you made available to you in a durable medium; (b) have a contract summary provided to you; and (c) be notified when your usage of any services based on volume or time limits reaches the limits of your tariff plan. In addition, your order confirmation from Nokia may set out a commitment period. In the event this period is longer than the maximum statutory period, you hereby waive the right to a shorter commitment period.

19.9 Force Majeure

Except for any obligation to pay money and obligations pertaining to non-disclosure, no Party will be liable to the other Party for any failure or delay in performance caused by events beyond such Party's reasonable control, including, without limitation, any acts of god, war, epidemics, pandemics, natural disasters, labor disputes or other industrial disturbances, electrical or power outages, internet outages or delays, utilities or telecommunications failures or outages, earthquake, storms or other elements of nature, blockages, embargoes, riots, any law, decree, acts or orders of government (including any court or tribunal), and acts of terrorism ("Force Majeure Event"), provided that such Party exercises commercially reasonable efforts to resume performance as soon as possible. If the delay resulting from such a Force Majeure Event exceeds three (3) months, either Party may cancel the unperformed part of this Agreement.

19.10 Entire Agreement

This Agreement, together with the other documents linked and incorporated herein by reference, constitute the entire understanding and agreement between the Parties with respect to the subject matter covered 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, order, acknowledgment, or other communication between the Parties relating to subject matters covered during the term of this Agreement.