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## Nokia Channel Partner Program

### Become a Nokia Partner (Registered Partner)

#### Terms and Conditions

(20231226 v01\_03)

These Nokia Global Partner Program Terms and Conditions ("**Agreement**") are entered into by and between the company identified in the Global Partner Program Application (as defined below) accepting the terms and conditions herein ("**Company**"), and Nokia Solutions and Networks OY, with its registered office at Karakaari 7, 02610, Espoo, Finland ("**Nokia**"). Company and Nokia may each be referred to hereinafter individually as a "**Party**" or collectively as the "**Parties**."

All Applications are subject to Nokia's approval, and this Agreement shall be effective as of the later date of either Company's acceptance of this Agreement or Nokia's approval of Company's Application (the "**Effective Date**"). If approved, Nokia will notify Company via email confirming Company's acceptance into the Nokia Global Partner Program ("**GPP**") and the Effective Date.

By submitting an Application and accepting this Agreement, the Company agrees to operate in accordance with the terms further described below.

#### 1. DEFINITIONS

"**Affiliate(s)**" means, with respect to either Party, a business entity or entities under the control or under common control of such Party or its ultimate corporate parent. "Control" hereunder means direct or indirect ownership of more than fifty percent (50%) of a Party's voting shares allowing for the election of a majority of directors or similar management group members of the controlled legal entity.

"**Application**" means the completed partner application form and this Agreement submitted by Company for approval by Nokia in connection with Company's authorization to participate in the GPP.

"**Documentation**" means written materials or graphic files (e.g., installation manuals, operating instruction manuals, user documentation, maintenance documentation, system documentation, promotional brochures, and materials useful for design) that are displayed or printed and that relate to or support the Nokia Products, Licensed Materials, and Services.

"**Information**" means all information contained on Nokia's website and Partner Portal, or such other website as Nokia may designate from time-to-time, including information contained in training programs made available to participants in Nokia's GPP.

"**Licensed Materials**" means the Nokia Software and Software-related Documentation.

"**Partner Portal**" means the Nokia web portal that is dedicated to the support of Nokia's partners under the GPP.

"**Product(s)**" means the hardware or other devices delivered by Nokia, specifically excluding Licensed Materials, Software and Services.

"**Service(s)**" means, as the context requires, professional services, sales services, pre-sales services, deployment services, field engineering services, installation services, integration services, maintenance or support services, certification training, or any other services.

"**Software**" means any software, computer program, object code, algorithms, analytics, listing or related material in machine-readable or printed form (including third-party software and firmware), or any updates, upgrades, patches, fixes, enhancements, improvements, and modifications thereto, that are included in the Products or licensed separately, regardless of the form or media on which it is delivered (e.g., firmware, download, disc, etc.), but excluding free and open-source software (FOSS) and source code.

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## 2. PARTNER PORTAL

a. Nokia maintains a Partner Portal that contains Information pertaining to Nokia Products, Licensed Materials, and Services. Company is hereby granted a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the period of this Agreement, to access the Partner Portal and to use the Information solely for the purpose of the Parties engaging in mutually beneficial discussions concerning a potential business relationship between the Parties related to the portfolio of solutions, products and services offered by Nokia through its Global Partner Program. All Information shall remain the property of Nokia or its licensors and, if marked or identified as “confidential” or “proprietary”, shall be deemed confidential information of Nokia. Except as expressly stated herein, no other grant of right or license to use, under any patent, copyright or any other intellectual property rights, is made from Nokia to Company under this Agreement.

b. Company shall make no other use of the Information and shall use it only in a manner that inures to the benefit of Nokia. Access to the Partner Portal shall be made available only to Company’s personnel who have a need to know in order to fulfill the Purpose described herein and have been assigned the necessary access and security codes to enable such personnel to use the Partner Portal. Nokia may change the access and security codes from time-to-time and shall promptly notify Partner of any such changes. Company shall promptly notify Nokia of the termination or reassignment of any Company personnel who had previously been granted access to the Partner Portal.

c. Nokia may make additional incentive programs available which Company can elect to participate in, subject to Company’s acceptance of additional terms and conditions applicable to such incentive programs.

## 3. CONFIDENTIALITY

a. “**Confidential Information**” means any confidential, proprietary or trade secret information, including, without limitation, information relating to a Party’s Products, Licensed Materials and Services, businesses, facilities, employees, software, software-related documentation, analytics, solutions, technologies, products, hardware, devices, services, know-how, designs, techniques, and processes, disclosed by either Party or its Affiliates (“**Discloser**”) to the other Party or its Affiliates (“**Recipient**”) in any form, including written, electronic, notes, records, photographic or other tangible form, provided orally or visually, arising from or relating to such information described herein. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified by Discloser with a legend as being confidential or proprietary, but the absence of such mark or identification will not affect Recipient’s obligations to treat such information as Confidential Information.

b. Discloser grants Recipient the right to use the Confidential Information solely to exercise its rights and perform its obligations under this Agreement (“**Purpose**”). Recipient shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to any third-party, except as expressly provided herein for the Purpose. Recipient may disclose Discloser’s Confidential Information only to those of Recipient’s Affiliates, employees, contractors, subcontractors, agents, or professional advisors, each having both a need-to-know to accomplish the Purpose and a written confidentiality agreement containing obligations that protect the Confidential Information in a manner at least as restrictive as required by this Section 3, provided that none of the foregoing recipients is a competitor of Nokia or an employee of any competitor of Nokia. Recipient shall, upon reasonable request, provide Discloser with a copy of any applicable confidentiality agreements required herein. Recipient shall be liable for any noncompliance with this Section 3 of each of its Affiliates, employees, contractors, subcontractors, agents, or professional advisors. An individual who has viewed Discloser’s Confidential Information under this Agreement shall not be precluded from working on other projects for Recipient that relate to similar matters, whether during or after the term of this Agreement, provided that such individual does not use, make reference to or benefit from Discloser’s Confidential Information.

c. The obligations and restrictions contained in this Section 3 do not apply to Confidential Information if, and then only to the extent that, it is: (i) known to Recipient before receipt from Discloser and not subject to a similar confidentiality and nondisclosure obligations; (ii) generally available to the public (or becomes so) without the fault or negligence of Recipient; (iii) rightfully received by Recipient from a third-party without duties of

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confidentiality or nondisclosure; or (iv) independently developed by Recipient without any use, reference or benefit of Discloser's Confidential Information.

d. Recipient may disclose the Confidential Information as required by law, provided that Recipient shall (i) when permitted by law, give Discloser prompt written notice of a disclosure requirement before any disclosure is made to provide Discloser with a reasonable opportunity to seek a protective order (or similar protection); (ii) take reasonable actions and provide reasonable assistance to Discloser to secure confidential treatment of the Confidential Information at the cost of Recipient; and (iii) disclose only such Confidential Information as is required by law.

e. Recipient shall, at Discloser's option and written request, either promptly return to Discloser or destroy all copies and excerpts of Confidential Information: (i) unless such Confidential Information is required for Recipient to perform its obligations under this Agreement; and (ii) upon termination or expiration of this Agreement, in each instance within fourteen (14) days of such request. The provisions of the immediately preceding sentence shall not apply to copies of electronically exchanged Confidential Information made for archival purposes as a matter of routine information technology backup or to Confidential Information or copies thereof which must be stored by the Recipient according to provisions of mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation consistent with the terms and conditions set forth in this Section 3.

f. Other than the limited right to use the Confidential Information to accomplish the Purpose, Discloser does not grant any license, rights, title, or interest, explicitly or implicitly, in or to any trademark, patent, copyright, mask work protection right, trade secret, or any other Intellectual Property Rights

g. Upon Nokia's prior written consent, Company shall ensure that any documents or other Information containing Confidential Information provided by Nokia and incorporated into a document issued by Company, whether in whole or in part, shall be marked "Nokia Proprietary Information" or "Contains Nokia Proprietary Information."

h. Except as expressly stated herein, no license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by this Agreement and/or the disclosure or conveying of Confidential Information to such Party.

#### 4. TRADEMARKS AND ADVERTISING

a. Company acknowledges Nokia's exclusive ownership of all "Nokia" names and any abbreviations or variations thereof, and all of Nokia's trademarks, logos, brands, phrases, symbols, designs, images, drawings or any combination of these elements, whether registered or not, including those of its Affiliates (collectively, "**Nokia Marks**").

b. During the Term (as defined below) and only for the purposes described herein, and subject to the limitations set forth in section 4.e, Company is authorized to use the Nokia Marks for the purpose of joint marketing activities with Nokia that are approved by Nokia in writing. Such authorization is both non-exclusive and non-transferable, and, except as set forth herein, does not give Company any rights, title or interest in or to the Nokia Marks.

c. Unless otherwise agreed by Nokia in writing in advance, Company shall mark and distribute any Documentation provided to Company by Nokia under the name, format and style required by Nokia. Company shall not remove or cover up any Nokia Marks or other marks identifying Nokia appearing on any Documentation. Upon Nokia's prior written notice, Nokia reserves the right to amend or change the Nokia Marks, after which Company shall cease use of all amended or changed Nokia Marks as quickly as is commercially reasonable.

d. Company undertakes to comply strictly at all times with Nokia's requirements for the use of the Nokia Marks in accordance with Nokia's written brand guidelines, specifications, limitations, restrictions, and instructions contained in this Agreement, on the Partner Portal, or otherwise provided to Company.

e. Company will not use, apply for registration, register, or take any similar action in relation to any trademark, logo, or other mark, name or sign, whether alone or in combination with other marks, names or signs, that could be confusingly similar to the Nokia Marks.

f. Immediately upon termination or expiration of this Agreement, Company shall: (i) discontinue all use of Nokia Marks and any materials bearing Nokia Marks; and (ii) at Nokia's sole option, either certify the destruction of, or deliver to Nokia, free of charge, such materials bearing Nokia Marks, which are in Company's possession or under its control. Company's obligations under this Section 4 shall survive the expiration or termination of this Agreement.

g. Nokia shall have the right to use Company's name, corporate address, and logo to refer to Company as a Registered Partner under Nokia's Partner Program.

## 5. BUSINESS ETHICS AND COMPLIANCE MATTERS

a. Company confirms that it has reviewed Nokia's Third-Party Code of Conduct and all additional information published at: [Third-Party Code of Conduct | Nokia](#) and agrees to conduct itself in compliance with them. Company recognizes that violation of Nokia's Third-Party Code of Conduct will be considered a material breach of the Agreement. In particular, Company shall not offer, promise or give any undue pecuniary or other advantage to any public official for any purpose which may contravene any prevailing laws, including but not limited to such laws and regulations as may be enacted pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention against Corruption.

b. In addition, the following shall apply:

(i) Company represents and warrants that it and its officers, directors, and employees, have not been convicted of or pleaded guilty to an offense involving fraud, corruption or money-laundering, and that is not now listed by any government authorities as debarred, suspended or otherwise ineligible for government procurement programs. Furthermore, Company shall promptly inform Nokia of any conviction, or investigation proceedings initiated against any of its officers, directors, or employees.

(ii) Upon reasonable notice, Nokia shall be given physical and/or remote electronic access to and have the right to audit, or to appoint an independent auditor to audit, during Company's regular business hours, Company's files, books, records, documents, policies, internal controls, licensing records, and trainings, to the extent they pertain to Company's obligations hereunder, notwithstanding the termination or expiration of this Agreement. Company undertakes to retain all such corresponding records for the later of either five (5) years after the termination or expiration of this Agreement, or the minimum period required by the prevailing laws or regulations in Company's country or other region of organization.

## 6. PRIVACY AND DATA PROTECTION

a. Nokia will comply with all data protection and privacy laws generally applicable to Nokia's obligations hereunder. Company agrees to assume responsibility for compliance with any privacy or data protection law applicable to Company. Company agrees that it will not provide Nokia data files or logs containing Personal Data without prior notice. Additionally, Company agrees to use features (e.g., trouble ticketing tool) in any Nokia-provided tool to mark such files or logs as sensitive, when appropriate. For the purposes of this Agreement, "**Personal Data**" means any information relating to an identified or identifiable natural person.

b. Nokia shall not acquire any rights to Personal Data received from Company and will not use or disclose Personal Data received from Company for any purpose other than as stated below. Nokia shall be permitted to use and disclose Personal Data received from Company for the following purposes: (i) to provide Company personnel with access to the Partner Portal; (ii) to perform Nokia's obligations under this Agreement; (iii) to conduct necessary compliance screenings and reviews using internal or third party providers; (iv) to allow Company personnel to participate Nokia training; and (v) to comply with a legally binding request or subpoena of a governmental agency or regulatory authority. If Nokia receives such a request under Section 6.b(v) above, it will attempt to redirect the agency or authority to request such Personal Data directly from Company. If

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compelled to disclose Personal Data received from Company, Nokia will use commercially reasonable efforts to notify Company in advance of such a disclosure, unless such disclosure is legally prohibited.

c. Company shall be responsible for responding to any and all requests from Company's end-customers and their respective end-users regarding their Personal Data. Nokia will not independently respond to requests from Company's end-customers or their respective end-users, except when required by applicable law.

d. Company authorizes, consents to and agrees that Personal Data received from Company may be transferred by Nokia to its Affiliates and subcontractors, or stored and processed by Nokia in any country in which Nokia, or its Affiliates or subcontractors, maintain facilities.

e. Nokia may hire other companies as subcontractors to provide limited services on its behalf. Any such subcontractor will be permitted to obtain Personal Data received from Company only to deliver the services that Nokia has retained it to provide, provided that such subcontractor shall be prohibited from using Personal Data received from Company for any other purpose.

f. Nokia has implemented and will maintain appropriate technical and organizational measures to protect Personal Data received from Company against accidental loss, destruction, alteration, unauthorized disclosure or access. Nokia has no obligation to store or retain any Personal Data received from Company and may, at its sole discretion, delete or make anonymous any Personal Data received from Company in its possession.

## 7. DISCLAIMERS

a. Nokia makes no representations, statements, guarantees, warranties, or the like regarding revenues, earnings, or profits that Company can or may achieve by participating in the GPP or under this Agreement. This Agreement does not grant Company any right to distribute, resell, or place orders for the Nokia Products, Licensed Materials, or Services. Company represents and warrants that it has entered into this Agreement and will participate in the GPP of its own accord, has made these decisions independently and after having the opportunity to confer with advisors of its own choosing, and is not relying on any representations, statements, guarantees, warranties, or undertaking of Nokia that are not contained in this Agreement.

b. Nothing in this Agreement creates, implies, or refers to a franchisor, franchisee or partnership relationship between Nokia and Company. Each Party represents and warrants that it is engaged in an independent business and performs its obligations under this Agreement as an independent contractor acting for its own account and at its sole cost and expense. Neither Party shall represent itself to be an agent, employee or representative of the other Party, nor shall either Party have the power to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner. For the avoidance of doubt, the Parties are not engaging in any joint or cooperative venture or in any partnership.

c. Nokia provides the Information in general on an "as is" basis. Nokia disclaims any and all warranties, express or implied, regarding the Information, including, without limitation, all warranties of merchantability and fitness for a particular purpose, and with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such Information. Nokia disclaims all responsibility and liability for any actions taken by Company on the basis of its use of Information and Company acknowledges that Nokia shall have no responsibility or liability as a result of Company's use of such Information.

## 8. DISCLAIMER OF LIABILITY

Notwithstanding any provision of this Agreement to the contrary, regardless of the form or cause of action, whether in contract or tort (including negligence), and whether with respect to a breach or default of a condition or fundamental term or a fundamental breach hereunder, neither Nokia nor any of Nokia's Affiliates, suppliers or licensors shall have any liability to Company for any direct, economic, consequential, indirect, incidental, or special damages, or for any loss of profit, loss of savings, business, reputation, or goodwill arising out of or relating to this Agreement or Company's participation in the GPP.

## 9. TERM AND TERMINATION

a. This Agreement shall commence upon the Effective Date and, unless terminated in a manner set forth below, shall remain valid for the period of two (2) years ("**Term**"), unless the Parties enter into a separate

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commercial agreement prior to the end of the Term, in which case this Agreement will terminate on the effective date of such commercial agreement.

b. This Agreement may be terminated under the following conditions: (i) by either Party effective thirty (30) calendar days after written notice of termination to the other Party for a material breach of any provision of the Agreement if such breach has not been cured within such thirty-day period after notification, or immediately after notification if no cure is possible; (ii) by Nokia immediately upon written notice to Company, if Nokia, in its sole discretion, determines that Company has misrepresented itself or its products, services or resources in its Application, or if the information set forth in the Application materially changes; (iii) by Nokia immediately upon written notice to Company if Company breaches Sections 2, 3, 4, 5, or 6, herein; (iv) by Nokia immediately in the event that Company, without the prior written consent of Nokia, (a) merges, or is acquired or otherwise undergoes a change in control; or (b) attempts to assign any of its rights or delegate any of its obligations hereunder (any action violating the foregoing restriction on assignment or delegation shall be void); and (v) by either Party for convenience upon sixty (60) days' prior written notice to the other Party.

c. Upon termination of the Agreement, the licenses and rights granted hereunder shall terminate completely and immediately. Nothing in this Section 9.c shall limit Nokia's right to pursue other legal remedies, including immediate court or judicial relief. The provisions of this Agreement that, by their nature, should survive, including, but not limited to, Sections 3, 4.b-e, 10.c, e, and f, and this Section 9.c, shall survive for a period of five (5) years following termination or expiration hereof.

d. Upon any termination or expiration of this Agreement, Company shall cease use of Information and must promptly return to Nokia, at Company's sole cost, all tangible copies of the Information in its possession.

## 10. MISCELLANEOUS

a. Neither Party to this Agreement may issue a press release, make promotional efforts or other public announcements to announce the execution, existence or implementation of this Agreement.

b. Notwithstanding anything in this Agreement to the contrary, in the event that the Parties wish to modify this Agreement for any reason, Company is required to complete a new or revised Application, if applicable, to describe such modification and to accept an amendment to this Agreement, subject to Nokia's subsequent approval.

c. Any legal notices required by a Party hereunder shall be given to the other Party in writing using one of the following methods of delivery: (i) personal delivery; or (ii) internationally recognized courier with all fees prepaid and requiring a confirmation of delivery. A Party giving a notice hereunder shall address the notice to the other Party as follows: Karakaari 7, 02610, Espoo, Finland, attn: General Counsel; and, with respect to Company, any such notice shall be sent to the contact and address provided by Company in its Application.

d. Company shall not be entitled to assign, subcontract or otherwise transfer its rights or obligations under this Agreement, in whole or in part, to any third party without Nokia's prior written approval. Any purported assignment of rights or transfer of obligations in violation of this Section 10.d shall be void.

e. This Agreement shall be governed by and construed in accordance with the laws of Finland. For the avoidance of doubt, the UN Convention on Contracts for the International Sale of Goods shall not apply.

f. In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to submit the matter to be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules) by three arbitrators. Each Party shall appoint one arbitrator. The third arbitrator shall be appointed by the party-appointed arbitrators. The place of arbitration shall be Helsinki. The language of arbitration shall be English.

g. The individual acknowledging and accepting this Agreement on behalf of Company hereby confirms that it is properly authorized to complete and submit the Application and to accept this Agreement on behalf of Company. Both Parties waive any defense regarding the validity or enforceability of this Agreement arising from the electronic form of this Agreement.

\* \* \* END OF AGREEMENT \* \* \*

