
Nokia Channel Partner Program

Services Partner Agreement (20231226 v01_02)

This Nokia Services Partner Agreement (“**Partner Agreement**” or “**Agreement**”) is entered into by and between the Partner accepting the terms and conditions herein and identified in the Global Partner Program Application (as defined below), and **Nokia Solutions and Networks OY**, with its registered office at Karakaari 7, 02610, Espoo, Finland, and its Affiliates (collectively, “**Nokia**”). Partner 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 Partner’s acceptance of this Agreement or Nokia’s approval of Partner’s Application (the “**Effective Date**”). If approved, Nokia will notify Partner via email confirming Partner’s acceptance into the Nokia Global Partner Program (“**GPP**”) and the Effective Date.

In consideration of the premises and obligations contained herein, the Parties agree as follows:

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 Partner for approval by Nokia in connection with Partner’s authorization to participate in the GPP as a Services Partner.

“**Deliverables**” means Nokia Products, Licensed Materials, and Services.

“**Services Partner**” means a partner participating in the GPP who performs Services for End-Customers on behalf of Nokia or a Nokia-authorized Partner.

“**Services Partner Program Handbook**” means the official Nokia document (which may be periodically updated) that describes key elements of Nokia’s Global Partner Program related to Services Partners. The Services Partner Program Handbook is available on the Partner Portal (or upon request to Nokia via partner.support@nokia.com) and incorporated herein by this reference.

“**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 Deliverables.

“**End-Customer**” means an entity purchasing Nokia Deliverables from a Nokia-authorized reseller.

“**Information**” means all information contained on Nokia’s website and Partner Portal, or such other website as Nokia may designate from time-to-time.

“**Licensed Materials**” means the Nokia Software and Software-related Documentation that are licensed to End-Customers.

“**Logo**” means the Nokia logo or logos designated by Nokia as appropriate for Partner’s communications and resales under this Agreement. The guidelines for using the Logo are available on the Partner Portal.

“**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, , deployment services, field engineering services, installation services, integration services, certification training, or any other services requested by End-Customers.

“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.

“Trademark” means a distinctive name, trade-name, word, phrase, Logo, symbol, design, image, designation or drawing, or any combination of these elements, that are affixed by Nokia on the Products, the Products’ packaging or the Services delivered.

2. PARTNER PORTAL

a. Nokia maintains a Partner Portal that contains Information pertaining to Deliverables, technical product documentation and other collaterals. Partner may request that Nokia grant Partner 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 in connection with its activities as a Partner hereunder. 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 subject to Section 4 below. 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 Partner under this Agreement.

b. Partner shall use the Information only for the purposes of development of Partner’s Services related to an engagement with a Nokia-authorized partner or = an end customer purchasing Nokia Deliverables. Partner 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 Information shall be made available only to Partner’s personnel who have a need to know such Information in order to fulfill the permitted uses 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. Partner shall promptly notify Nokia of the termination or reassignment of any Partner personnel who had previously been granted access to the Partner Portal.

3. TRADEMARKS AND ADVERTISING

a. Partner 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, Partner is authorized to use the Nokia Marks, in accordance with the terms and conditions of this Agreement. Such authorization is both non-exclusive and non-transferable, and, except as set forth herein, does not give Partner any rights, title or interest in or to the Nokia Marks.

c. Partner shall not remove or cover up any Nokia Marks or other marks identifying Nokia appearing on the Deliverables. Upon Nokia’s prior written notice, Nokia reserves the right to amend or change the Nokia Marks, after which Partner shall cease use of all amended or changed Nokia Marks as quickly as is commercially reasonable.

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

e. Partner 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, Partner 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 Partner's possession or under its control. Partner's obligations under this Section 3 shall survive the expiration or termination of this Agreement.

g. Nokia shall have the right to use the Partner's name, location, and corporate logo to refer to Partner as a company participating in Nokia's Global Partner Program.

4. CONFIDENTIALITY

a. "**Confidential Information**" means any confidential, proprietary or trade secret information, including, without limitation, Deliverables (including 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, Indirect Resellers, 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 6, 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 4 of each of its Affiliates, Indirect Resellers, 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 6 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 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 6.

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, Partner shall ensure that any documents or other Information provided by Nokia and incorporated into a document issued by Partner (e.g., Nokia's catalogues, price lists or any publication), whether in whole or in part, shall be marked "Nokia Proprietary Information" or "Contains Nokia Proprietary Information."

5. BUSINESS ETHICS AND COMPLIANCE MATTERS

a. Partner 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. Partner recognizes that violation of Nokia's Third-Party Code of Conduct will be considered a material breach of the Agreement. In particular, Partner 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 those of the country where Partner offers its Services, and 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) Partner 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, Partner shall promptly inform Nokia of any conviction, or investigation proceedings initiated against any of any 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 Partner's regular business hours, Partner's files, books, records, documents, policies, internal controls, licensing records, and trainings, to the extent they pertain to Partner's obligations under this Agreement, notwithstanding the termination or expiration of this Agreement. Partner 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 Partner's country or other region of organization.

c. In the event Nokia reasonably believes that a breach of any of the representations and warranties in this Section 5 has occurred or may occur, and provided that Nokia gives to Partner prior written notification thereof, Nokia may require the applicable partner to withhold further contracting of Services to Partner.

6. PRIVACY AND DATA PROTECTION

a. Nokia will comply with all data protection and privacy laws generally applicable to Nokia's obligations under this Agreement. Partner agrees to assume responsibility for compliance with any privacy or data protection law applicable to Partner.

b. For the purposes of this Agreement, "**Personal Data**" means any information relating to an identified or identifiable natural person. Nokia shall not acquire any rights to Personal Data received from Partner and will not use or disclose Personal Data received from Partner for any purpose other than as stated below. Nokia shall be permitted to use and disclose Personal Data received from Partner for the following purposes: (i) to perform Nokia's obligations under this Agreement; (ii) to conduct necessary compliance screenings and reviews using internal or third party providers; (iii) to allow Partner to participate in the GPP by disclosing information contained in Partner's Application, status and progress within the GPP, to other Nokia partners and/or prospective End-Customers; and (iv) 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)(iv) above, it will attempt to redirect the agency or authority to request such Personal Data directly from Partner. If compelled to disclose Personal Data received from Partner, Nokia will use commercially reasonable efforts to notify Partner in advance of such a disclosure, unless such disclosure is legally prohibited.

c. Partner shall be responsible for responding to any and all requests from data subjects whose data is provided to Nokia by Partner regarding their Personal Data. Nokia will not independently respond to requests from data subjects, except when required by applicable law.

d. Partner authorizes, consents to and agrees that Personal Data received from Partner 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 Partner 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 Partner for any other purpose.

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

7. DISCLAIMERS

a. Nokia makes no representations, statements, guarantees, warranties, or the like regarding resales, revenues, earnings, or profits that Partner can or may achieve as a result of its authorization to act as a Nokia Services Partner. Partner 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 is not contained in this Agreement.

b. Nothing in this Agreement creates, implies, or refers to a franchisor, franchisee or partnership relationship between Nokia and Partner. 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 Partner on the basis of its use of Information and Partner acknowledges that Nokia shall have no responsibility or liability as a result of Partner'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 Partner 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 Partner'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 three (3) years ("**Term**").

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 (except as set forth in Section 11(b)(ii) below) if such breach has not been cured within such thirty-day period after notification, or immediately after notification if no cure is possible; (iii) by Nokia immediately upon written notice to Partner, if Nokia, in its sole discretion, determines that Partner has misrepresented itself or its products, services or resources in its Application, or if the information provided by Partner in the Application materially changes; (iv) by Nokia immediately upon written notice to Partner if Partner breaches Sections 2, 4, or 5 herein; (v) by Nokia immediately in the

event that Partner, 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 (vi) 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, 6, 8, and 11 herein, shall survive for a period of five (5) years following termination or expiration hereof.

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

10. PARTNER TRAINING, CERTIFICATION, AND OTHER REQUIREMENTS

a. Partner shall complete all training and certification requirements prescribed by Nokia in the Services Partner Handbook prior to performing planning/design, implementation, installation or integration Services for any Nokia Deliverables.

b. Partner acknowledges that this Agreement does not authorize Partner to resell Deliverables or to purchase Deliverables from a Nokia-authorized distributor for resale or otherwise.

c. Partner lab equipment for Nokia Digital Automation Cloud (NDAC), Modular Private Wireless (MPW) and other Nokia Products can be ordered via a Nokia-authorized Distributor. Partner discounts for Nokia Products are listed in the Partner Lab Equipment Offer (LEO) published on the Partner Portal and any purchase of Lab Equipment shall be subject to Nokia's standard terms and conditions made available via the Distributor.

d. Partner acknowledges that the conditions of any agreement to perform Services between the Partner and another Nokia-authorized partner are to be negotiated solely between them. Nokia will not be a party to such agreement and shall have no liability to Partner thereunder.

11. MISCELLANEOUS

a. Either 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, provided that such Party obtains the prior written consent of the other Party.

b. Notwithstanding anything in this Agreement to the contrary, in the event that the Parties wish to modify this Agreement for any reason, Partner 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 Partner, any such notice shall be sent to the contact and address provided by Partner in its Application.

d. Partner 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 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 Partner hereby confirms that it is properly authorized to accept this Agreement on behalf of Partner. Both Parties waive any defense regarding the validity or enforceability of this Agreement arising from the electronic form of this Agreement.