



DAC MARKETPLACE MERCHANT TERMS FOR EQUIPMENT AND SOFTWARE

This Merchant Terms ("Agreement") is entered into by and between OnLogic B.V. (hereinafter "OnLogic"), with its registered office at De Boedingen 39, 4906 BA Oosterhout, The Netherlands, Chamber of Commerce number 51190486 and VAT-number 823136978B01, and the entity or individual placing an order through the Nokia DAC Marketplace (hereinafter "Customer").

By placing an order for Products (as defined below) through the Nokia DAC Marketplace, Customer acknowledges and agrees that this Agreement constitutes a direct contract solely between OnLogic and Customer. Customer further understands that the Nokia DAC Marketplace is operated by Nokia Innovations Oy ("Nokia") and that Customer's use of the Nokia DAC Marketplace is subject to separate terms and conditions between Customer and Nokia related to the use of that platform. Customer's placement of an order through the Nokia DAC Marketplace signifies Customer's acceptance of and agreement to all terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

- a. "Affiliate" means, with respect to a particular entity, any entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

2. SCOPE OF AGREEMENT.

- a. Products and Services. The terms and conditions of this Agreement shall govern Customer's purchase of all computer systems, components, accessories or other products ("Products") or the provision of certain related services from or provided by OnLogic..
- b. Precedence of Documents. The documents comprising this Agreement are intended to create a complete and comprehensive agreement.
- c. Any additional or different terms or conditions in any form delivered by the Parties are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- d. Extension to Affiliates. Any Affiliate of OnLogic or Customer shall have the right to enter into orders with OnLogic or its Affiliates under this Agreement and this Agreement will apply to each such order as if the Affiliate was a signatory to the Agreement. With respect to such orders, such Affiliate becomes a party to this Agreement and references to Customer or OnLogic in this Agreement are deemed to be references to such Affiliate, as

applicable. Each order is a separate obligation of the Customer entity or entities that execute(s) such order, and no other Customer entity has any liability or obligation under such order.

- e. **TERMINATION.** This Agreement shall commence upon the Effective Date and may be terminated:
 - i. Upon thirty (30) days notice in the event of a material breach of this Agreement, which breach remains uncured thirty (30) days after written notice thereof; or
 - ii. Immediately and without an opportunity to cure if a party ceases to conduct its operations in the normal course of business, including an inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against a party, or a receiver for a party is appointed or applied for, or an assignment for the benefit of creditors is made by either party.
- f. In the event Customer terminates this Agreement for cause under Sections 2.e.i or 2.e.ii, Customer shall have no further obligations to OnLogic except for payment for any Product received.
- g. In the event OnLogic terminates this Agreement for cause under Sections 2.e.i or 2.e.ii, OnLogic shall have no further obligations to Customer and may temporarily or permanently cease work on all outstanding Orders, recall any shipments of Product not yet delivered, and invoice Customer for any and all costs incurred related to incomplete or undelivered Product or any unfilled Order.

3. QUOTES; PURCHASE ORDERS; CHANGES; CANCELATIONS

- a. Quotes. For Products offered through the Nokia DAC Marketplace, the published offerings and pricing on the Marketplace shall serve as the applicable quote to Customer.
- b. Purchase Orders. For orders placed via the Nokia DAC Marketplace, OnLogic's acceptance of an Order shall be deemed confirmed upon Nokia's issuance of an order confirmation to Customer.
- c. Changes/Cancellations. Customer may request changes or the cancelation of an Order and OnLogic shall use commercially reasonable efforts to make the requested change or cancelation. In the event of a requested change that increases the Order pricing, OnLogic shall prepare a change notice and require Customer's written assent to the price change. In the event of order cancelation or decrease in Product quantity, Customer shall be invoiced for all Product parts and components that cannot be returned to OnLogic's suppliers and any restocking or return fees and costs related thereto.

4. PAYMENT.

- a. General. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to OnLogic as a result of using Customer's carrier account. Customer agrees to pay value-added, excise, all state and local sales taxes, use taxes, personal property taxes, and any customs duties or charges imposed. OnLogic shall be responsible for and shall pay, if any, franchise taxes and taxes based upon OnLogic's net income. For Products purchased through the Nokia DAC Marketplace, Customer acknowledges that payment will be processed by Nokia on behalf of OnLogic.
- b. Invoicing. For Products purchased through the Nokia DAC Marketplace, Nokia will invoice Customer on behalf of OnLogic, consistent with the DAC Marketplace Agreement signed by Customer.
- c. Payment. For Products purchased through the Nokia DAC Marketplace, Customer's payment obligations are owed to Nokia as the invoicing party on behalf of OnLogic. Payment for such Products shall be due as set forth in the invoice issued by Nokia. Upon Nokia's successful receipt of payment from Customer for an order placed via the Nokia DAC Marketplace, Customer's payment obligation to OnLogic for that order shall be deemed fulfilled.
- d. Late Payment. For Products purchased through the Nokia DAC Marketplace, late payment terms will be governed by the Customer's agreement with Nokia.

5. SHIPPING; TITLE AND RISK OF LOSS; INSURANCE.

- a. Shipping. Shipping is FCA Oosterhout, The Netherlands. Delivery times are not guaranteed. OnLogic will immediately notify Customer if shipping and delivery is delayed or is likely to be delayed as well as a commercially reasonable plan to mitigate the effects of any such potential or actual delays, which may include, but not be limited to, expedited shipping or increased labor costs at OnLogic's expense.
- b. Title; Risk of Loss. Title transfer and risk of loss shall pass to Customer upon delivery of Products by OnLogic to the carrier for shipment to Customer.
- c. Insurance. At Customer's request (or as stated in the Order), OnLogic shall arrange for insurance, at Customer's expense. Unless otherwise requested by Customer, OnLogic shall not declare a value for shipments on a Customer's carrier account. When shipping on a Customer's carrier account, Customer agrees to indemnify, reimburse and hold OnLogic harmless for any costs, fees or other liability imputed or charged to OnLogic by the carrier for Customer's failure to pay the relevant shipping charge(s).

- 6. INSPECTION. Customer shall inspect all Products within a reasonable period following arrival at Customer's premises but in any event within fifteen (15) days of such arrival, and shall immediately notify OnLogic in writing of any failure of the Products to conform to the

requirements of this Agreement. If Customer fails to provide such written notice within such time period, the Products, including partial deliveries of the Products, shall be deemed to have been accepted. OnLogic will accept returned Products in accordance with the terms as set forth in Sections 8 and 9 below. Claims by Customer that the Product did not arrive must be made within fourteen (14) days of communicated delivery date estimate.

7. **RETURN POLICIES;** RMA OnLogic will accept returned Products in accordance with its warranty set forth below. No returns will be accepted without an issued Return Merchandise Authorization number ("RMA"). Unauthorized returns will be refused and returned to sender. RMAs must be requested by Customer directly and not its customers. To request a repair, Customer shall fill out a request online or call Support at +31 88 5200 700. RMA numbers are valid for 14 days. Customer is responsible for the cost of shipping the returned Products to OnLogic. For all Products shipped within the European Economic Area ("EEA"), OnLogic will use UPS Ground shipping when sending replacement Products. For all Products to be shipped outside of the EEA, Customer must bear return shipping costs.
8. **GENERAL WARRANTIES.** OnLogic warrants that i) all Products will be free from defects in materials and workmanship for the periods set forth in Section 10; ii) OnLogic will provide good and marketable title to the Products, free from any encumbrances except for third-party software licenses, and iii) that the Products shall not infringe on the intellectual property rights of any third-party.
9. **PRODUCT WARRANTIES.**
 - a. Duration. Unless otherwise expressly agreed to by the parties, OnLogic provides a two (2) year warranty on all computer systems and a one (1) year warranty (or manufacturer's warranty) on all component-only orders or portions thereof.
 - b. Remedy. If the Product is under warranty at the time Customer submits a warranty claim to OnLogic, and the warranty has not been voided (as discussed below), OnLogic will, at its sole option, either repair or replace the Product, or issue Customer a refund for the purchase price of the Product. In the case of discontinued items or those approaching end of life, a comparable replacement as determined by OnLogic, may be provided. The foregoing shall be Customer's sole remedy and OnLogic's sole liability under any product warranty claim.
 - c. Voided Warranty. The product warranty will be void if there is evidence of damage, misuse, or modification by the Customer. To avoid confusion between the parties, in the context of this clause, the meaning of "misuse" may include, but shall not be limited to any use of the Products, whether in and of itself or in combination with other components, devices, software, application or environment which exceeds, or is outside the scope of the technical specifications or performance capabilities of the product and/or applications, as expressly stated in any product instructions, technical manuals, or specifications.

- d. Return Shipping. When Products returned for repair are found to be working or when the warranty has been voided, the cost of shipping the Products back to Customer will be charged to Customer.
- e. Data Loss. OnLogic cannot guarantee safekeeping of Customer data present on any data carrier device, such as hard drive, ssd, sd-card or comparable, as part of a return or RMA. Prior to sending in computer systems for repair, Customer should backup all valuable data as it may be lost or altered during the course of a system repair. Customer agree and understands OnLogic shall not be liable to Customer, its customers or any other third-party for any lost or modified data on the computer following any service or repair.

10. DISCLAIMER AND LIMITATION OF WARRANTIES.

- a. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, ALL PRODUCTS ARE PROVIDED STRICTLY “AS IS”, WITHOUT ANY WARRANTY. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. This disclaimer and exclusion shall apply even if the express warranties and limited remedies set forth above fails of its essential purpose. All warranties provided are subject to the limitation of liability and waiver of consequential and other damages set forth respectively, below.
- b. The Products and/or services are not designed, intended or licensed for use in hazardous environments or applications requiring fail-safe or mission-critical controls, including without limitation: the design, construction, maintenance or operation of nuclear facilities; aircraft navigation or communication systems; air traffic control; autonomous vehicle navigation, control or safety systems; medical devices, whether or not subject to FDA, EMA or other governmental agency or regulatory oversight; life support devices; or weapons systems. OnLogic specifically disclaims any express or implied warranty of fitness for such purposes. No oral or written information or advice given by OnLogic, its agents or employees shall create a warranty or in any way increase the scope of any warranty provided in the Agreement.
- c. ONLOGIC SPECIFICALLY DISCLAIMS ANY WARRANTY AND/OR ANY LIABILITY TO CUSTOMER AND ITS CUSTOMERS FOR COMPLIANCE WITH ANY AND ALL GOVERNMENTAL STATUTORY, REGULATORY, LEGAL OR OTHER CERTIFICATION REQUIREMENTS SPECIFICALLY RELATED TO CUSTOMER’S INTENDED APPLICATION NOT EXPRESSLY AGREED TO IN WRITING BY ONLOGIC.
- d. CUSTOMER UNDERSTANDS AND AGREES THAT COMPLIANCE WITH ANY CUSTOMER APPLICATION SPECIFIC CERTIFICATIONS OR REGULATORY REQUIREMENTS GOVERNING ITS GOODS WHICH MAY INCLUDE OR

INCORPORATE ANY ONLOGIC PRODUCTS ARE THE SOLE RESPONSIBILITY OF CUSTOMER.

- e. Any warranties set forth herein are solely for the benefit of Customer. Customer understands and agrees any additional warranties provided to its customers are its sole responsibility.

11. LIMITATION ON LIABILITY; WAIVER OF CONSEQUENTIAL & OTHER DAMAGES.

- a. Limitation of Liability. EXCEPT FOR ONLOGIC'S INTENTIONAL ACTS OR GROSS NEGLIGENCE, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF ONLOGIC AND ITS AFFILIATES BE IN EXCESS OF AN AMOUNT EQUAL TO THE LESSER OF (1) THE PAYMENTS MADE BY CUSTOMER TO ONLOGIC IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, (2) 2,000,000 EUROS, OR (3) ONLOGIC'S INSURANCE COVERAGE (IF APPLICABLE), WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, DEFENSE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. ALL INSURANCE, BOND AND BANK GUARANTEE OR LETTER OF CREDIT PROCEEDS WHICH MAY BE PAID TO CUSTOMER BY THE INSURERS, SURETIES OR BANKS OF ONLOGIC OR ITS AFFILIATES WILL BE CREDITED AGAINST THE LIMITATION STATED ABOVE AND REDUCE THE AMOUNT OF THE CUMULATIVE LIABILITY OF ONLOGIC AND ITS AFFILIATES.
- b. Waiver of Consequential & Other Damages.
 - i. EXCEPT FOR ONLOGIC'S INTENTIONAL ACTS OR GROSS NEGLIGENCE, IN NO EVENT WILL ONLOGIC BE LIABLE TO CUSTOMER OR TO ANY THIRD-PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF CONTRACT, LOSS OF REVENUE, LOSS OR DAMAGE ARISING OUT OF POSTPONEMENT OR INTERRUPTION OF PRODUCTION, LIQUIDATED DAMAGES, OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT ONLOGIC HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT, AT THE DATE OF CONCLUDING THIS AGREEMENT, THESE TYPES OF DAMAGES OR LOSSES COULD NOT FAIRLY AND REASONABLY BE CONSIDERED TO ARISE NATURALLY FROM THE BREACH OF CONTRACT.
 - ii. EXCEPT FOR ONLOGIC'S INTENTIONAL ACTS OR GROSS NEGLIGENCE, THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER'S REMEDIES ARE LIMITED TO THOSE REMEDIES STATED

HEREIN. ALL OTHER REMEDIES (INCLUDING ANY TORTIOUS REMEDIES) ARE EXCLUDED AND ARE IRREVOCABLY WAIVED BY CUSTOMER.

- iii. NOTHING IN THESE TERMS WILL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO ONLOGIC'S NEGLIGENCE OR FOR ONLOGIC'S FRAUD, FRAUDULENT MISREPRESENTATION OR BREACH OF THE TERMS IMPLIED UNDER SECTION 12 OF THE SALE OF GOODS ACT 1979, IF APPLICABLE.

12. OWNERSHIP; INTELLECTUAL PROPERTY; RIGHTS IN WORK PRODUCT.

- a. The Parties agree and understand each party retains all right, title and interest (including all proprietary rights) in and to its retained intellectual property ("Retained IP"). Retained IP consists of each party's concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights to use any of the foregoing, that (i) exists prior to the Effective Date of this Agreement; or (ii) are developed entirely independently by a party, at any time, without any use, knowledge of, or reference to, the other party's confidential information or other information obtained in connection with this Agreement. Except as may be expressly agreed to in writing between the parties, the Products and/or services provided by OnLogic per this Agreement shall not be deemed a "Work for Hire" and no transfer of intellectual property rights from one party to the other shall occur except as expressly stated herein.
- b. To the extent OnLogic's Retained IP is embedded in or are an integral part of any goods, Products and/or work product or deliverables provided to Customer under this Agreement and subject to Customer's payment of all fees or amounts due to OnLogic and compliance with these terms and conditions and/or any additional terms as may be expressly agreed to by the parties, OnLogic grants to Customer and its Affiliates as applicable, a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, transferable license (with the right to sub-license) to use and/or distribute all Products or deliverables resulting from the provision of services as referenced herein. Notwithstanding the foregoing, OnLogic retains the unrestricted right to use and adapt for use, in all future work for itself or third parties, any techniques, ideas, designs, software or other materials or information OnLogic develops or acquires in the course of manufacturing the Product or performing the services, without obligation to Customer, provided such use does not violate any restrictions on use of confidential information set forth below or pursuant to a separate confidentiality or non-disclosure agreement agreed to by the parties.

13. INDEMNIFICATION.

- a. Customer's Indemnity. Customer shall indemnify, defend and hold OnLogic, its officers, directors, shareholders, employees harmless from and against any claim, damage, liability, loss, cost, expense (including reasonable attorney fees and court costs),

obligation, action or cause of action arising out of or relating to Customer's i) misuse, resale, or disposal of the Products; ii) material breach of this Agreement; or iii) alleged or actual violation of any statute, law, ordinance or regulation (collectively, a "Customer Claim"). To avoid confusion between the parties, in the context of this clause, the meaning of "misuse" includes, but shall not be limited to, any use of the Products, whether in and of itself or in combination with other components, devices, software, application or environment which exceeds, or is outside the scope of the technical specifications or performance capabilities of the product and/or applications, as expressly stated in any product instructions, technical manuals, or specifications. With respect to any Customer Claim, Customer's indemnification obligations shall be subject to the Limitation of Liability set forth herein above.

- b. Exceptions to Customer Indemnity. Notwithstanding the foregoing, Customer shall not be liable to OnLogic for any unauthorized warranties or representations made by OnLogic relating to any Products or to the extent such Customer Claim results from the willful misconduct or gross negligence of OnLogic.
- c. OnLogic Indemnification. OnLogic shall indemnify, defend and hold Customer, its officers, directors, shareholders, employees harmless from and against any claim, damage, liability, loss, cost, expense (including reasonable attorney fees and court costs), obligation, action or cause of action arising out of or relating to (i) any actual infringement or misappropriation of the Intellectual Property Rights of any third party in connection with the manufacture, assembly or testing of the Products, ii) any claim resulting in physical injury to persons or things from any defect in design, materials or workmanship in Products, iii) any material breach of this Agreement, or iv) alleged or actual violation of any statute, law, ordinance or regulation (collectively, an "OnLogic Claim"). Upon receiving notice of a claim or allegation of infringement of any intellectual property rights as set forth herein, OnLogic shall take the necessary measures to intervene as a party of interest or other such action as is necessary to defend such claim or allegation of infringement prior to a claim or cause of action is filed. With respect to any OnLogic Claim, OnLogic's indemnification obligations shall be subject to the Limitation of Liability set forth herein above.
- d. Exceptions to OnLogic Indemnity. OnLogic will not be responsible for any infringement to the extent such infringement is the result of (i) use of the Products in combination with any other goods not provided by OnLogic if the infringement would not have occurred but for such combination, (ii) any alteration or modification of the Products not undertaken by OnLogic if the infringement would not have occurred but for such alteration or modification, (iii) OnLogic's compliance with Customer's specifications if the infringement would not have occurred but for such compliance, (iv) Customer's failure to comply with OnLogic's instructions regarded as necessary to render the Products non-infringing if the infringement would not have occurred if Customer would have complied with OnLogic's instructions, or (v) to the extent such OnLogic Claim results from the willful misconduct or gross negligence of Customer.

- e. Notice and Settlement. A party requesting indemnification shall give the Indemnifying Party prompt written notice of any claim, and in any event within thirty (30) days. The Indemnifying Party shall be permitted to control the defense of such claim as long as Indemnifying Party acts promptly and reasonably in the Indemnified Party's reasonable judgment. The Indemnified Party shall reasonably cooperate (at the Indemnifying Party's expense) in the defense or settlement of such claim. Any settlement by the Indemnifying Party is subject to the Indemnified Party's written approval, not to be unreasonably withheld, delayed or conditioned (except that any settlement requiring any admission of liability shall be subject to Indemnified Party's written approval in its sole discretion). The Indemnified Party may, by counsel of its own choosing and at its sole expense, participate in any legal proceeding or settlement.
 - f. Failure to Indemnify. If a party fails to defend and indemnify as required when given notice then: i) that party shall reimburse the other party for all reasonable expenses and costs of successfully enforcing these indemnity obligations and defending or settling the claim; and ii) shall be bound by any judgment or settlement of the claim.
14. **CONFIDENTIALITY**. If OnLogic and the Customer have an executed and valid mutual non-disclosure agreement ("NDA"), the terms of that NDA shall control, otherwise the following provisions shall control the exchange of confidential information between the parties.
- a. "Confidential Information" means any confidential or proprietary information concerning OnLogic, Customer, or its affiliates and/or their respective business, products, services, marketing, promotional or technical information, which shall include the terms and conditions set forth herein. For purposes hereof, Confidential Information will not include information: (a) which was previously known to the parties without an obligation of confidentiality; (b) which was acquired from a third party who was not under an obligation to not disclose such information; (c) which was independently developed by either party without any breach of this Agreement, or (d) which is or becomes publicly available through no fault of either party.
 - b. Except as otherwise required by applicable law, the Parties agree that (a) they will use the Confidential Information solely for the purpose of performing its obligations under this Agreement and (b) they will not disclose the Confidential Information to any third party. The Parties hereby agree to protect such Confidential Information in the same manner that they protect the confidentiality of their own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Parties shall be responsible for any breach of these confidentiality provisions by their respective employees or agents. In the event either Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information, the receiving Party will give the other Party prompt written notice of any disclosure of Confidential Information that, in the opinion of its counsel, appears to be required by law, so that the other Party may assert any defenses to disclosure that may be available. Upon request by either Party, the other Party will return (or, at the Party's request, destroy) all copies of any Confidential Information. Confidential Information will at all times remain the property of

the originating Party. No license under any trade secrets, copyrights, or other rights is granted by any disclosure of Confidential Information. For Confidential Information that does not constitute “trade secrets” under applicable law, these confidentiality obligations will expire five (5) years after the Delivery Date.

- c. Notwithstanding the above, OnLogic may reference the Customer or any related logos, trademarks or service marks in any publication, website, presentation, public announcement, press release or for any other marketing purpose, unless OnLogic is expressly notified in writing as to any limitations on such references/uses by the Customer or such reference or use would constitute a breach of Confidentiality as set forth above or pursuant to a separate Confidentiality and/or Non-Disclosure Agreement.

15. INSURANCE. OnLogic shall procure and maintain commercially reasonable coverage.

16. DATA PRIVACY. If and to the extent Customer’s order information or other data provided to OnLogic contains any personal data of individuals located in the European Economic Area, OnLogic will be the data processor of such information and will process this data as set forth in our Privacy Policy, which is hereby incorporated by reference, and applicable law. OnLogic will use reasonable efforts to cooperate with Customer in responding to any regulatory or data subject inquiries received by Customer about OnLogic’s collection and processing of Personal Data from individuals located in the European Economic Area.

Customer understands and agrees to comply with all applicable laws that relate to the collection, use and processing of personal data, including but not limited to the General Data Protection Regulation and other laws or regulations governing its data privacy and protection practices and policies. Customer will use reasonable efforts to cooperate with OnLogic in responding to any regulatory or data subject inquiries received by OnLogic about or related to, Customer’s collection and processing of Personal Data from individuals located in the European Economic Area. Customer understands and agrees it is solely responsible for its policies and practices with respect to data privacy and agrees OnLogic will have no liability in connection with, and Customer shall indemnify, defend and hold OnLogic harmless with respect to: (a) Customer’s failure to provide notices required by applicable law regarding its privacy practices, (b) for its collection, use or disclosure of data as required or contemplated in this agreement, or (c) data security or data use if OnLogic acts at Customer’s explicit direction.

17. ASSIGNMENT. Customer shall not assign this Agreement or any rights hereunder or delegate any obligations hereunder to any third party without OnLogic’s prior written consent, which shall not be unreasonably withheld.

18. ENTIRE AGREEMENT; AMENDMENT; WAIVER; INTERPRETATION. This Agreement together with any other document referenced as being attached or incorporated by reference, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations or warranties, written or oral, with respect to the subject matter hereof. Any

changes to this Agreement must be in writing and signed by each party. No waiver on one occasion shall be deemed a waiver on any other occasion unless expressly stated in the written waiver.

19. SURVIVAL; SEVERABILITY. Those terms that by their nature would survive the termination or expiration of this agreement, shall survive such termination or expiration. If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

20. NOTICE. Unless otherwise agreed to by the parties, all notices shall be deemed effective when received and made in writing by either (i) electronic mail, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the party to be notified at the following address or to such other address as such party shall specify by like notice hereunder:

To Customer: Notices to Customer shall be sent to the address and/or email address provided by Customer during the ordering process via the Nokia DAC Marketplace

To OnLogic:

OnLogic, B.V.
De Boedingen 39, 4906 BA
Oosterhout, The Netherlands
Attention: General Counsel

With copy to: legal.notices@onlogic.com

21. RELATIONSHIP. OnLogic and Customer are independent from each other. No relationship of principal to agent, master or servant, employer to employee or franchiser to franchisee is established hereby between us. Neither has the authority to bind the other or incur any obligation on behalf of the other.

22. FORCE MAJEURE. Except for Customer's obligations to pay undisputed invoices, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any cause preventing performance of an obligation under this Agreement (except for the payment of money) which is beyond the reasonable control of either party hereto, and which by the exercise of reasonable and customary due diligence, could not have been avoided or overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts, tariffs, duties or other obligations imposed based on laws or regulations now in existence as well as those enacted in the future) acts of God, and delays or failure in obtaining components from suppliers, raw materials or transportation. A party affected by Force Majeure shall promptly provide notice to the other, explaining in detail the full particulars and expected duration thereof, and shall use reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

23. **APPLICABLE LAW & VENUE.** Any dispute arising from the services will be governed by, and construed in accordance with, the laws of the Netherlands (excluding the United Nations Convention on Contracts for the International Sale of Goods) without regard to conflict of laws principles. Any proceeding brought under or related to these Agreement shall be brought solely and exclusively before the competent Court at The Hague, and the parties expressly consent to the exclusive jurisdiction of such courts.
24. **COMPLIANCE WITH LAWS.** Each party will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Agreement.
25. **EXPORT RESTRICTIONS.** Both parties agree that they do not intend nor will they, directly or indirectly, export or re-export (a) any Confidential Information; or (b) any Product (or any part thereof), process or service to (i) any country that is subject to national or international export restrictions (currently including, but not necessarily limited to, Iran, Iraq, Syria, Cuba, North Korea, Libya and Sudan), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in export transactions by any national or international agency.

Annex 1 To The DAC Marketplace Merchant Terms For Equipment And Software (Onlogic)

Selling Merchant	Applicable Products and Services	Variation terms to the Agreement
Onlogic (EU countries)	Industrial Computers	n/a