

NOKIA TERMS OF SALE

FOR

DAC MARKETPLACE

This agreement together with any attachments applicable hereto (hereinafter the “**Agreement**”) set forth the terms and conditions under which the Nokia Group company identified in the applicable DAC Marketplace proposal, quotation, offer or order form (the “**Nokia**”) sells to the ordering customer (the “**Customer**”) standard, commercially available hardware and components and licenses to the Customer standard, commercially available software and documentation (collectively the “**Products**”), and provides any related services (such as planning, installation, supervision, training, consultancy and technical assistance services) in conjunction with the Products (the “**Services**”).

Products and Services are for delivery and use in the country of the Customer unless otherwise confirmed in the order confirmation (the “**Territory**”).

In this Agreement, Nokia and the Customer will individually be referred to as a “**Party**” and jointly as “**Parties**”.

1. APPLICABILITY

- 1.1. This Agreement forms part of and is applicable to any DAC Marketplace proposal, quotation offer, order form or similar document (hereinafter “**Offer**”) containing Nokia Products and Services, and any purchase order issued by the Customer as a response to a firm and valid Offer based on this Agreement. All pre-printed terms and conditions on a purchase order or any Customer standard terms are always ineffective and void.
- 1.2. The provisions of this Agreement may only be supplemented or amended by written agreement between the Parties.

2. SPECIFICATION – PRODUCT AVAILABILITY

- 2.1. The technical specifications of the Products are Nokia’s standard published specifications for Products in effect at the date of shipment and any other technical specification set forth in Offer or order confirmation. Any change to these specifications shall require written consent from Nokia.
- 2.2. Notwithstanding the aforesaid provisions, Nokia may make minor modifications to the Products (or provide new versions or models) without prior notice provided that such modifications and/or new versions meet the performance, specifications and interface conditions agreed herein.
- 2.3. Unless otherwise defined in the Offer, Nokia may subsequently decide to ramp down the production of any Products, and/or extensions, spare parts (or compatible replacement parts) for Products or cease Services.

3. PRICING AND PAYMENTS

- 3.1. Pricing and payment terms for Products and Services are in accordance with the Offer. In the event Customer fails to pay any amount on the due date, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, Nokia shall be entitled to suspend performance of its obligations under this Agreement, following written notification to the Customer, until payment in full of the outstanding amounts in respect of the Products and Services actually delivered and rendered and not paid for. Moreover, Nokia shall be entitled to require additional financial securities.
- 3.2. In the event of suspension by Nokia of this Agreement, any delivery time schedules shall be automatically extended for a period of at least the actual duration of the suspension and Nokia shall be reimbursed by the Customer for any damage or additional cost incurred as a result of such suspension and remobilization.

4. DELIVERY TITLE AND RISK

- 4.1. Delivery terms will be specified in the Offer and order confirmation. Risk in the Products shall be passed to the Customer in accordance with the delivery terms. The Customer shall indemnify Nokia against any loss or damage to the Products to the extent such loss or damage arises after the Customer has taken possession of the Products (including in connection with handling, transport, or use of the Products).

- 4.2. Subject to Section 14 below, the title in Products passes to the Customer upon full payment of the price, unless otherwise specified. Notwithstanding the above, Customer shall not dispose of, encumber, mortgage, pledge, assign by way of security or otherwise charge the Products until it has paid Nokia in full for such Products.

5. TIME SCHEDULE AND DELAYS

- 5.1. The Parties will agree on the overall time schedule for the Offer, indicating the relevant time periods and dates including shipment, installation, testing and commissioning of the Products. In the absence of express agreement, Nokia shall perform its obligations hereunder as promptly as reasonably possible.
- 5.2. In case of any delay attributable to the Customer, Customer shall reimburse Nokia for any additional costs incurred as a result thereof. In particular, additional charges may be imposed on the Customer if Nokia is prevented from delivering or installing any Products due to reasons attributable to the Customer.

6. ACCEPTANCE

Products are deemed accepted upon shipment, unless specified otherwise in an applicable Offer. Acceptance of any recurring Services ordered in connection with the Products shall be deemed to occur as such Services are performed. Unless otherwise specified in the Offer or agreed between the Parties in writing, all Services are performed remotely.

7. WARRANTY

- 7.1. Unless otherwise specified in the Offer, Nokia warrants that the Products (excluding Software) will be new, unused (except for testing required under the Agreement) when delivered and, subject to the provisions of this Section 7, will be free from defects in materials and workmanship and will function substantially in accordance with the applicable technical specification during the warranty period of 12 months from the date of delivery. Repaired or replaced units and subassemblies shall have a new warranty period of three (3) months from date of delivery to the Customer or up to the end of the original warranty period, whichever is longer.
- 7.2. Unless otherwise agreed between the Parties, the Customer shall arrange, at its own cost, the return shipment of the defective part, subassembly, or unit (if applicable) to the facility designated by Nokia, together with the appropriate documentation required for such shipment and return shipment thereof. The insurance costs for the sending to the Customer of parts replaced or repaired by Nokia shall be at the Nokia' charge. The re-installation of the repaired or replacement part, subassembly or unit shall be performed by the Customer at its own cost.
- 7.3. Nokia undertakes to remedy errors and malfunctions discovered in software delivered by Nokia under the Agreement ("Software") during a period of ninety (90) days from the date of delivery. Absence of errors in the Software is not warranted.
- 7.4. This Section 7 doesn't apply for Software supplied under license from third parties, for which the rights and guarantees given are those which Nokia is authorized to provide to its clients.
- 7.5. As the first remedial measure in case of problem affecting the Software performance subsequent to the installation of an updated or new version of such Software, the Customer shall reload the most recent Software update or version to restore performance.
- 7.6. Notwithstanding the aforesaid, errors in that part of Software that is embedded on devices which are not readily reprogrammable shall be rectified through the repair or replacement of the applicable hardware module under the warranty terms and conditions applicable to hardware.
- 7.7. The warranties of Nokia under this Section 7 are valid only on condition that: (a) the Customer has acted fully in conformity with the provisions of this Section 7; (b) the Products have been transported, stored, installed and operated fully in accordance with the instructions and specifications of Nokia; (c) the Products have not been modified or repaired by any unauthorized party or using any unauthorized parts, subassemblies or software without the prior written consent of Nokia; and (d) the Customer shall have notified Nokia in writing of each defect discovered in the Products promptly upon its occurrence but in any event not later than ten (10) calendar days after it has been discovered; and (e) the Customer shall have promptly provided any additional information concerning the defect and its occurrence upon Nokia's reasonable request.

- 7.8. The warranties of Nokia under this Section 7 do not cover: (a) consumable, perishable or wearing parts; (b) any defects arising out of or in connection with any improper handling or use or by external reasons such as (but not limited to) excessive physical force, water or humidity and other detrimental environmental or operating conditions beyond the limits specified for each Product; (c) electromagnetic interference or malfunctions of interconnected equipment; or (d) damage to property or equipment other than the Product itself.
- 7.9. Nokia's liability for any breach of warranty or otherwise hereunder shall be strictly limited to repair or replacement of the non-conforming Products or parts thereof or the repayment of amounts paid with respect thereto, at Nokia's sole discretion. The fulfillment of the obligations set out in this Section 7 shall be in full satisfaction of Nokia's liability for defects with regard to the Products and the Customer shall hold harmless and/or indemnify Nokia from any claim of third parties in this respect. The above warranties do not extend to any warranty of merchantability or fitness for a particular purpose. All other warranties, express or implied are excluded.
- 7.10. In the event Nokia is providing maintenance, or support Services in addition to these warranty services, such Services are subject to the Nokia's standard service descriptions and service levels as ordered by the Customer.

8. TRAINING AND INSTALLATION

- 8.1. Nokia may provide training, or technical assistance to the Customer in relation to Products subject to Nokia's standard terms for such training and assistance and subject to standard pricing. Such training and assistance will in no event affect the acceptance of the Products in accordance with this Agreement.
- 8.2. The Customer shall obtain all the governmental consents, permits, approvals and licenses necessary for the performance of the Agreement (including timely delivery, installation, testing, commissioning, and operation of the Products). The Customer shall be responsible for acquisition and the preparation of their sites.

9. COMING INTO FORCE AND TIME SCHEDULE

Unless otherwise agreed by the Parties, the time periods for delivery shall not be binding unless and until all of the following cumulative conditions precedents have been satisfied: The Customer shall have obtained all the governmental consents, permits, approval and licenses necessary for the timely delivery, installation, testing, commissioning, and operation of the Products; (b) the down payment (if any) is received; (c) the financing (if any) is into force and the funds available; (d) the Confirmed Letter of Credit (if any) is opened and accepted by Nokia; (e) The Agreement is effective and any other condition precedent set out therein is fulfilled.

10. FORCE MAJEURE

- 10.1. Neither Party shall be liable to the other for any delay or non-performance caused by any event of Force Majeure.
- 10.2. "Force Majeure" event means any event which is beyond a Party reasonable control, including but not limited to, governmental decision or inaction, war (including acts of terrorism and warlike acts, even if no formal state of war has been declared), accident, transport damage, export restrictions, cessation or suspension or severe restrictions on national or international transport, personal security concerns (such as hostage taking, kidnapping, assassination, or suicide attacks), explosion, civil or military uprising, sabotage, fire, flood, droughts, monsoon, exceptional weather conditions, natural calamities, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including, but not limited to components material, electricity, water, fuel and the like), strike, labor dispute and lockout.
- 10.3. Each Party shall promptly inform in writing the other Party of any event of Force Majeure, its expected duration and cessation, respectively.
- 10.4. If the delay resulting from Force Majeure exceeds three (3) months, either Party may cancel the unperformed part of the Agreement. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.

11. LIABILITY

- 11.1. Neither Party shall under any circumstances be liable for any special, indirect, consequential, or incidental damages or any financial or economic losses of any kind such as but not limited to loss of profits, opportunities, revenues, loss of data, income, business, anticipated savings or reputation or loss of use howsoever arising under or in connection with this Agreement even if such Party was advised of the possibility of such damages.
- 11.2. Except as set out in Section 11, the total aggregate liability of each Party (including its Affiliates) to the other Party (including its Affiliates) under this Agreement for any and all damages shall not annually exceed one hundred percent (100%) of the payments (excluding any tax) made to Nokia in the twelve (12) month period prior to the cause of action giving rise to the claim made under this Agreement.
- 11.3. Notwithstanding the foregoing, nothing in this Agreement limits or excludes, or will be deemed to limit or exclude, a Party's liability with respect to losses arising from or in connection with fraud or fraudulent misrepresentation; gross negligence or willful misconduct; personal injury or death; and a breach of confidentiality obligations.
- 11.4. Nothing in this Section 11 shall exclude Party's liability that may not otherwise be lawfully excluded.

12. GOVERNMENT REGULATIONS

- 12.1. The Customer shall fully comply with all relevant export laws and regulations so as to ensure that the Products or any part thereof is not exported, directly or indirectly, in violation of such laws and regulations.
- 12.2. The Customer shall not use, distribute, transfer, assign or sale the Products (or any part thereof) unless authorized by all relevant export laws and regulations.
- 12.3. Customer shall not transfer, use, distribute, assign, or sell any Products or works and Services (or any part thereof) to, or for use in, a sanctioned country or region (by way of example, as of the Effective Date, the following countries/regions are subject to sanctions: Belarus, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russian Federation, Syria). Breach of this provision constitutes a "material breach" of this Agreement.
- 12.4. Each Party shall execute and furnish all certificates and other documents as may be required in order to obtain any such authorization for export.
- 12.5. 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 after the effective date of the Agreement and results in extra costs for Nokia in relation to the provision of the Products and/or Services or the execution of the work or of any temporary work, the Customer shall be responsible for and shall bear such extra costs. Both Parties shall meet and discuss in good faith the possibility of reducing the impact of such change in law during the implementation of the Agreement.
- 12.6. The covenants set forth in this Section shall survive the termination of the Agreement and continue in full force and effect.

13. CONFIDENTIALITY

- 13.1. Any information received by any mean and in whatever form by a Party (hereinafter "Receiving Party") from the other Party (hereinafter "Disclosing Party") under or in connection with Offer or this Agreement; including without limitation any technical or commercial information, documents, drawings, specifications, manuals, data, documentation, software, processes, know-how and other unpublished information (hereinafter "Information") shall be treated as confidential by the Receiving Party. In particular, the Receiving Party shall treat and protect such Information with the same degree of care (but no less than a reasonable degree of care) as it would use for its own confidential information.
- 13.2. The Receiving Party shall not disclose to third parties (excluding Party's affiliated companies on a need to know basis) nor use for any purpose other than for the proper fulfilment of this Agreement any Information without the prior written permission of the Disclosing Party.
- 13.3. The above confidentiality obligations shall not apply to any Information which was in the possession of the Receiving Party prior to disclosure and not subject to any obligation of confidentiality hereunder; or was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or was disclosed by a third party without breach of any

obligation of confidentiality owed to the Disclosing Party; or was independently developed by personnel of the Receiving Party having no access to the Information.

- 13.4. Receiving Party shall limit access to Information to those of its personnel and/or affiliated companies for which such access is reasonably necessary for the proper performance of this Agreement and shall use its best efforts to ensure that its affiliated companies, directors, officers, employees, contractors, and supplier will abide in writing to confidentiality written undertakings at least as restrictive as those contained in this Section.
- 13.5. The above confidentiality obligations shall survive the expiration or termination of the Agreement for any reason whatsoever for a period of five years.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Ownership of the copyright in all Information shall remain with the Disclosing Party but the Receiving Party shall be deemed to have a non-exclusive royalty-free right to use (without prejudice to any Software license fees or royalties as may be specified in the Offer) such copyrighted materials for the performance of its obligations under this Agreement as well as for the operation and maintenance of the Products in the Territory.
- 14.2. Subject to the conditions and limitations set forth below, Nokia undertakes to hold harmless and defend the Customer arising out of infringement of patents, copyrights or registered designs of third parties by the Products and indemnify Customer for any related damage finally awarded by a court of competent jurisdiction based exclusively on the determination of the existence of an infringement originally imputable to Nokia, provided that, in case of any claim of infringement or threatened legal action against it, the Customer (i) shall have promptly notified Nokia in writing, (ii) shall not have compromised or settled such claim of infringement without Nokia's prior written consent, (iii) shall permit Nokia to conduct, at Nokia's own expense, any ensuing litigation and all negotiations for a settlement of the claim and provide Nokia full authority to manage the defense or settlement of the claim, and (iv) shall provide Nokia, at Nokia's expense, full co-operation and assistance, including but not limited to the communication of all relevant documents and information in its possession.
- 14.3. To the extent any part of the Products is held by court decision to be infringing and the claim is not finally settled, Nokia, at its discretion and expenses, shall be entitled to (i) attempt to obtain from the third party the right for the Customer to use the infringing part of the Product, or (ii) modify or replace such infringing part thereof so that it becomes non infringing, provided that such modification or replacement shall not impair the value of the Product or the operation for the purpose for it was supplied, or if (i) or (ii) can for technical, economical or commercial reasons not reasonably be realized, to re-buy it (at a price which is the initial sales price or license fees less a depreciation based on five (5) years straight lined depreciation).
- 14.4. The obligations of Section 14.2 and 14.3 shall not apply to any claim which is based on (i) Nokia's compliance with Customer's design, instructions or specifications, or (ii) any use of Products in a manner, or for a purpose, which was not foreseeable, not conformed with their technical specifications, or not approved by Nokia, or (iii) the assembly, combination, operation or use of such Products or part thereof with any product not supplied by Nokia if such infringement would have been avoided by the use of the Product without such product, or (iv) modification of the Products or part thereof by the Customer or any third party without Nokia's prior written consent, or (v) an infringement in a country other than the Territory of sale or use of the Products.
- 14.5. To the extent that a third party makes a claim of infringement against Nokia based on the exceptions specified above, the Customer shall indemnify Nokia in respect of any cost, loss or damage arising out of such action, subject to the same conditions (mutatis mutandis) as are specified above.
- 14.6. The foregoing states the Customer's sole and exclusive remedies under this Section.

15. SOFTWARE LICENSE TERMS

- 15.1. The Customer is granted a license to use the Software delivered under this Agreement strictly under the terms and conditions set out in this Section 15 (hereinafter "Software License Terms"). Nokia shall provide the Customer with the object code only.

- 15.2. Software means any software developed or acquired by Nokia and delivered in whatever form (e.g. separate physical media, on-line) to the Customer under this Agreement or any related maintenance or care agreement, and includes (i) the machine-executable object code version of the user-loadable programs of the Products; (ii) the microcode (firmware) embedded in the Products; (iii) all related user documentation; (iv) any update or revision of these programs or the microcode , and (v) any copy of these items.
- 15.3. Software does not include, and these Software License Terms do not apply to any third party delivered to the Customer in connection with or as part of the delivery of Products or Services, provided that Nokia separately informs the Customer of such licenses and of the terms and conditions applicable thereto.
- 15.4. Nokia shall grant the Customer a non-exclusive, non-transferable right to use delivered Software solely for use on or in conjunction with the Products supplied by Nokia.
- 15.5. Said license shall be granted under the conditions set out in the Agreement, with regard to right to use, the number of subscribers, the capacity, the functionalities, etc.
- 15.6. Unless otherwise specified in the Offer or order confirmation, the Software License Terms shall not include any right to grant sublicenses.
- 15.7. The Customer will not permit any third party to use the Software, except when necessarily afforded to subscribers of Customer's network system of which the Products forms a part. The Customer will not rent, sell, or distribute the Software or make it available on a time-sharing basis.
- 15.8. Except to the extent permitted by applicable mandatory law, the Customer may not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer the Software without Nokia's prior written authorization.
- 15.9. Notwithstanding the above, the Customer may make a reasonable number of back-up copies, with reproduction of all confidentiality and proprietary notices, of each user-loadable program and any related update or revision in order to replace an authorized existing copy.
- 15.10. Title to the Software (including any copy, translation, modification, adaptation, or derivation work) is and will remain the exclusive property of Nokia and its licensors, whether or not specifically recognized or perfected under any applicable law. The Customer will not take any action that jeopardizes such proprietary rights or acquire any right in the Software, except the limited use rights specified in these Software License Terms.

16. ENVIRONMENT, HEALTH, AND SAFETY

- 16.1. Notwithstanding any local legislation to the contrary, Customer assumes full responsibility and cost for the health and safety of its business operations, including maintenance of any equipment (including the Products) and sites, and for the proper removal, control, collection, recycling, disposal, and reporting of its network equipment (including the Products) and utilities at their end of life (regardless of whether such equipment was purchased under, before or outside of the Agreement) according to sound environmental principles including, if applicable, any such requirements in local legislation.
- 16.2. The Customer shall indemnify and hold harmless Nokia from any and all claims from any third party (including any competent authority) arising as a result of a failure by Customer to perform its obligations as defined above. This provision shall survive the termination or expiration of the Agreement for whatever reason.
- 16.3. Where Products are replaced, relocated, or recycled, it is understood that Customer's responsibility for end-of-life disposal remains the same as described above, unless otherwise agreed in writing between the Parties.
- 16.4. In addition, no Product should be sold or transferred to third parties by Customer unless Customer has ensured that the obligation to remove, control, collection, recycle and dispose of such Products in accordance with applicable law and sound environmental principles has been assumed by such third party or remains with the Customer, and in full compliance with the terms of the applicable Software license. Customer indemnifies and holds harmless Nokia for any failure to comply with this obligation. This provision survives termination or expiration of this Agreement.

17. TERMINATION

- 17.1. In the event that a Party is in default of a material obligation under this Agreement (including payment obligations) and fails to remedy (or, as applicable, to take sufficient action to remedy) such default within a reasonable time fixed by the non-defaulting Party (which period shall not be less than sixty (60) days) in a written notice drawing the attention of the defaulting Party to the default and requiring the same to be remedied, then the non-defaulting Party shall have the right to terminate the respective Agreement after the expiry of the period fixed, provided that the period during which the defaulting party shall have the right to cure such a default shall be extended as long as the defaulting is diligently and promptly taking actions to cure such a default.
- 17.2. In the event of bankruptcy, receivership, or comparable procedure under applicable law of a Party hereto or in case the default is not capable of being remedied, then the non-defaulting Party may terminate this Agreement forthwith. Termination shall apply to such part of the Agreement as remains unperformed unless it would be manifestly unreasonable to require the terminating Party to retain the part performed by the defaulting Party.
- 17.3. Any termination of the Agreement (howsoever occasioned) shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at laws and shall not affect any accrued rights or liabilities of either Party.

18. DATA PROTECTION AND PRIVACY LAW

- 18.1. Nokia complies with all data protection and privacy laws generally applicable to Nokia's provision of Products and Services. Customer agrees to assume responsibility for compliance with any privacy or data protection law applicable to Customer.
- 18.2. In order for Nokia to comply with its obligations under this Section 18. Customer undertakes to clearly indicate to Nokia when it is providing or submitting files or logs that contain personal data which shall mean any information relating to a person who can be identified, directly or indirectly (hereinafter "Customer Personal Data").
- 18.3. Nokia does not acquire any rights to Customer Personal Data and will not use or disclose Customer Personal Data for any purpose other than: (i) to perform its obligation under this Agreement. This may include, but is not limited to troubleshooting for preventing, detecting, identifying, and repairing, errors, defects, malfunctions, and non-conformance in operation of Products, and improvement and further development of Products or their features; (ii) to comply with a legally binding request or subpoena of a governmental, judicial, or regulatory authority.
- 18.4. Customer is responsible for responding to any request from users. Nokia will not independently respond to requests from users except where required by applicable law. Customer agrees that Customer Personal Data may be transferred to, and stored and processed in any country in which Nokia or its third party subcontractors maintain facilities. Customer authorizes Nokia to perform any such transfer of Customer Personal Data to any Nokia Network and third party subcontractor in any such country to store and process Customer Personal Data in order to perform its obligation under the Agreement subject to Nokia's standard data protection and privacy terms.
- 18.5. Nokia has implemented and will maintain appropriate technical and organizational measures, to protect Customer Personal Data against accidental loss, destruction, alteration and unauthorized disclosure or access.
- 18.6. Unless otherwise agreed by the Parties in connection with an Agreement, Nokia has no obligation to store or retain any Customer Personal Data and may at its discretion delete or make anonymous any Customer Personal Data in its possession.

19. ANTI-CORRUPTION

- 19.1. Each Party shall comply with the requirements of anti-corruption laws and shall not take any action that may violate these requirements. Parties do not pay, do not 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.

20. APPLICABLE LAW AND DISPUTES

- 20.1. If the Customer's principal place of business is a member state of the European Union (EU), this Agreement shall be governed by the laws of Finland; if the Customer's principal place of business is in the United States of America, this Agreement will be governed by the laws of the State of New York; or if the Customer's principal place of business is not any of the aforementioned territories, this Agreement will be governed by the laws of England and Wales. The principal place of business is the country where the Customer's legal entity is officially registered or formed. The applicable governing law is exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of choice of law and conflicts of law.
- 20.2. Unless otherwise agreed in writing, any and all disputes, controversies or claims that may arise between the Parties under or in connection with this Agreement (including, but not limited to a breach, termination or validity thereof), which cannot be amicably settled between the Parties in good faith after thirty (30) days, shall be finally settled (together with any counterclaims) by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in the English language. The award by the arbitrators shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. No award or procedural order made in the arbitration shall be published.
- 20.3. Reference to arbitration in this Section 20 does not prejudice Nokia's right to proceed to court for interim measures or for the collection of payments at the competent court having jurisdiction over such matters.

21. MISCELLANEOUS

- 21.1. No failure or delay of either Party in exercising its rights hereunder shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.
- 21.2. If any term, clause, or provision hereof shall be judged to be invalid, the validity of any other term, clause, or provision shall not be affected; and such invalid term, clause, or provision shall be re-interpreted as a whole and amended in order to re-instate its essential objectives and balance.
- 21.3. Neither Party shall assign or transfer to any third party without the prior written consent of the other Party, this Agreement or any of its share or interest herein.
- 21.4. Notwithstanding the aforesaid, Nokia may assign or subcontract all or part of its rights and obligations under the Agreement to any affiliated company. Moreover, Nokia may freely use any reliable sub supplier and/or subcontractor in the performance of its obligations hereunder on the understanding that Nokia shall be fully responsible towards the Customer for the supply of such suppliers and subcontractors.
- 21.5. The relationship between Nokia and the Customer during the term hereof shall be solely that of vendor and vendee. The Customer, its agents, employees, representatives, or affiliated company shall under no circumstances be deemed agents or representatives of Nokia, and the Customer and said agents, employees, representatives, or affiliated company shall have no right to enter into any agreements or commitments in the name of or on behalf of Nokia or to bind Nokia in any respect whatsoever.

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