

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

These Purchase Order General Terms and Conditions (“**GTCs**”) are entered into by and between Buyer and Supplier (as defined in the Purchase Order), jointly also referred as “Parties” and individually as “Party”. Each Party agrees to these GTCs.

1. Structure and Scope

1.1 These GTCs shall apply to the purchase and provision of Deliverables where a Purchase Order does not reference any duly executed contract between Buyer and Supplier. In such case, the Purchase Order including any Specification and these GTCs and any other annexes/attachments referred to in the Purchase Order (collectively referred to as “Agreement”) comprise the sole agreement between Buyer and Supplier.

1.2 However, if Buyer and Supplier have signed a separate agreement covering the purchase and provision of Deliverables in a Purchase Order, then that signed agreement shall prevail over this Agreement.

1.3. Any Supplier's general terms and conditions are not applicable, notwithstanding being referred to or attached to the Purchase Order.

2. Definitions

The following terms shall have the meaning defined below.

“**Acceptance Certificate**” shall mean the document signed by both Parties upon successful completion of Acceptance Test.

“**Acceptance Test**” shall mean the tests agreed in the Agreement, performed to verify if the Deliverables meet the requirements set forth in the Agreement.

“**Actual Date of Delivery**” shall mean:

- (a) *If the Deliverables are subject to an Acceptance Test:* the date when a successful Acceptance Test has been performed and an Acceptance Certificate has been signed by the Parties,
- (b) *If the Deliverables are subject to a Control Period:*
 - I. if the inspection performed during the Control Period indicates that the Deliverables do not meet the requirements, the date when Supplier has remedied the faults and demonstrated compliance of the Deliverables,
 - II. the date when the Supplier handed over the Deliverables to Buyer for inspection, provided that the inspection performed during the Control Period indicates that the Deliverables meet the requirements, or
- (c) If (a) or (b) do not apply, for example for Resource Services, the date when Supplier starts providing the Service(s).

“**Affiliate**” shall mean a legal entity directly or indirectly owning or controlling a Party, under the same direct or indirect ownership or control as a Party or directly or indirectly owned or controlled by a Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty (50) per cent of the nominal value of the issued equity share capital or of more than fifty (50) per cent of the shares entitling the holders to vote for the election of directors or persons performing similar functions.

“**Agreement**” shall mean the Purchase Order including any Specification, these GTCs, any annexes/attachments referred to in the Purchase Order and any Security Requirements or Sustainability Obligations agreed between the Parties.

"Applicable Data Protection Laws" shall mean any applicable law relating to data protection and security, including without limitation, the Directive on privacy in electronic communications (Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector) and the General Data Protection Regulation (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) (the **"GDPR"**) and any amendments, replacements or renewals thereof (collectively the **"EU Legislation"**), all binding national laws implementing the EU Legislation and other binding data protection or data security directives, laws, regulations and rulings valid at the given time.

"Bespoke Result" shall mean all results and Deliverables specifically developed for Buyer under the Agreement other than Customized Software.

"Buyer's Data" shall mean data or other information that Buyer, Buyer's customer, customer's user, or anyone acting on behalf of Buyer, makes available to Supplier and/or that Buyer creates or generates by way of its usage of the Deliverables, and the result of Supplier's processing of such data. Buyer's Data may be protected by applicable legislation, such as trade secrets, copyright or other intellectual property laws and treaties.

"Confidential Information" shall mean information of whatever nature, whether oral, written or in electronic or any other form, related *inter alia* to the disclosing Party (**"Discloser"**), its business, technology, partners, Affiliates, customers and/or suppliers, which the Discloser has disclosed to the other Party (**"Recipient"**) under the Agreement. Any records or copies or extracts in any media of that information shall also constitute Confidential Information. This Agreement and the fact that the Parties exchange information and discuss the Purpose shall also be considered Confidential Information.

"Consultant" shall mean Supplier's own employees as well as Supplier's sub-contractors or other consultants engaged by Supplier for the provision of the Result Services or Resource Services.

"Consignment Note" shall mean a specification to be prepared by Supplier or its sub-contractor and provided at the delivery of Goods.

"Continuous Service(s)" shall mean Services provided by Supplier to Buyer under the Agreement with the exception of Result Services, Resource Services or Software-as-a-Service. Support, maintenance, mail and repair services constitute examples of Continuous Services.

"Contractual Date of Delivery" shall mean the date agreed between the Parties when, at the latest, the Deliverables shall have been accepted or approved, as applicable, by Buyer. Contractual Date of Delivery shall be agreed by the Parties in the Agreement. If the Deliverables comprise delivery of a Service other than Result Services, the Contractual Date of Delivery shall be the date when Supplier starts providing the Service(s).

"Control Period" shall mean a period of time, starting at Supplier's delivery of the Deliverable(s) to Buyer, reserved for Buyer to inspect the Deliverables provided and verify their compliance with what has been agreed.

"Cure Period" shall mean the period of time defined in the Agreement, starting from Supplier's receipt of Buyer's Notice of Non-Compliance, within which Supplier shall remedy any non-compliance identified during a Control Period, in an Acceptance Test or during a Warranty Period, as the case may be.

"Customized Software" shall mean customer-specific software representing a new functionality or feature, including documentation which has been produced by Supplier under the Agreement.

"Delay" shall mean that Actual Date of Delivery occurs later than Contractual Date of Delivery.

"Deliverable(s)" shall mean all separate deliverables specified in the Purchase Order including any Documentation.

"Delivery Site" shall mean the delivery address of the Goods as specified by Buyer in a Purchase Order.

"Documentation" shall mean documentation related to the Deliverable such as reports, pre-studies, design documents, drawings, descriptions, manuals etc.

"End User" shall mean Buyer's customer and/or customer's user, as applicable.

"Goods" shall mean tangible goods (that is not Software) ordered by Buyer from Supplier. Goods shall include any Documentation for the goods.

"GTC" shall mean these Purchase Order General Terms and Conditions.

"Intellectual Property Rights" or **"IPR"** shall mean any patent, registered design, copyright, design right, database right, topography right, trade mark, service mark, the right to apply to register any of the aforementioned rights, trade secret, right in un-patented know-how and any other intellectual or industrial property right.

"Non-Customized Software" shall mean Supplier's or third-party standard software including Documentation supplied by Supplier under this Agreement and specified as Non-Customized Software.

"Notice of Non-Compliance" shall mean a written report issued by Buyer where a non-compliance with the Specification has been identified during an Acceptance Test, during a Control Period or during a Warranty Period.

"Open Source Software" shall mean software subject to the licensing and/or distribution models commonly known as "open source software", "free software", "free and open source software (FOSS)", "free/libre and open source software (FLOSS)" or any other licensing and/or distribution models pursuant to which software is made generally available to the public in source code form under terms that permit modification and redistribution of such software, including without limitation, any versions of the following agreements, licences or distribution models: the GNU General Public License (GPL), Lesser/Library GPL (LGPL), the MIT License, the Berkeley Software Distribution (BSD) and any other licences that are defined as Open Source by the Open Source Initiative on the opensource.org website.

"Personal Data" shall mean any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be directly or indirectly identified by reference to an identifier such as a name, address, social security number, subscription number, IP address, location data, an online identifier, traffic data or message content or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Product Safety Requirements" shall mean all applicable Regulatory Requirements with the purpose of ensuring that only safe and secure products (such as Goods, Software and Services) are placed on the market, including without limitation the General Product Safety Directive 2001/95/EC, and Regulation 2023/988, the EU harmonised and national sector specific legislation, such as requirements regarding CE marking, marking and traceability, chemical compliance (e.g. the REACH Regulation (EC) No 1907/2006 and the RoHS II Directive 2011/65/EU), cybersecurity requirements and standards, or the producer responsibility for handling/disposal of end-of-life Goods (e.g. the WEEE Directive 2012/19/EU and the Battery Directive 2006/66/EC), and any amendments, replacements or renewals of the aforesaid, as well as the European and national standards (as defined in Regulation (EU) No 1025/2012), the European Commission's guidelines and product safety codes of good practice.

"Prohibited Party List" shall mean any list of prohibited parties or parties subject to sanctions imposed by the UN, EU, U.S. or other countries, in force from time to time, and applicable to the party including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. (OFAC), Department of the Treasury, the Entity List and Denied Persons List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce (BIS), the list of statutorily or administratively debarred parties maintained by the Directorate of Defense, Trade Controls of the U.S. Department of State, the Consolidated list of persons, groups and entities subject to EU financial sanctions, and the Consolidated United Nations Security Council Sanctions List, as amended from time to time. For avoidance of doubt, prohibited parties are also parties to whom it is not allowed to award any public or concession contract falling within the scope of the public procurement Directives, as well as Article 10, paragraphs 1, 3, 6(a) to 6(e), 8, 9 and 10, Articles 11, 12, 13 and 14 of Directive 2014/23/EU, Article 7 and 8, Article 10 (b) to (f) and (h) to (j) of Directive 2014/24/EU, Article 18, Article 21 (b) to (e) and (g) to (i), Articles 29 and 30 of Directive 2014/25/EU and Article 13 (a) to (d), (f) to (h) and (j) of Directive 2009/81/EC, according to section 5k of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine as amended from time to time.

“Purchase Order(s)” shall mean a specific order placed by Buyer to purchase Supplier’s Deliverables.

“Regulatory Requirements” shall mean all applicable laws, rules, regulations and treaties, in force from time to time, of any international political and economic organization (e.g. the European Union), country, state, administrative agency or governmental body (e.g. the relevant Financial Services Authority, Data Protection Authority, Consumer Protection Agency or Chemicals Agency), as well as any applicable case law, orders, decisions, licences, recommendations, policies, standards and guidelines issued by the said bodies, courts and/or by self-regulatory or advisory organisations and industry sector groups.

“Resource Services” shall mean services under which Supplier makes available designated individuals to perform services for Buyer under Buyer’s management control.

“Result Services” shall mean consulting or other services provided by Supplier to Buyer under this Agreement with the purpose to achieve a certain specified result for the benefit of Buyer. Result Services may include Deliverables such as software, implementation work, specifications, designs and reports.

“Security Requirements” shall mean all agreed applicable security requirements and security instructions and their updates applicable at each point in time depending the nature of the Deliverables to be provided by Supplier. Security Requirements include (i) the Supplier Security Directive and any other document to which reference is given under section “Security” of these GTCs, (ii) any additional security provisions stated in the specific Agreement and (iii) further security instructions as provided by Buyer from time to time.

“Services” shall mean all the Result Services, Resource Services, Software-as-a-Service or Continuous Service to be delivered by Supplier under the Agreement.

“Software” shall mean Customized Software and/or Non-Customized Software.

“Software-as-a-Service” shall mean service provided by Supplier to Buyer as a functionality where software and associated data are centrally hosted with Supplier or where software and associated data are installed, integrated, operated, supported and maintained by the Supplier on Buyer’s cloud environment, instead of provided to Buyer under a software licence.

“Specification” shall mean all the requirements for a Deliverable specified in the Agreement. To the extent requirements are not specified in the Agreement, Specifications shall mean Supplier’s published specifications for the Deliverables, at the time of making the Purchase Order.

“Supplier Background IPR” shall mean IPR related to and required for the use of the Deliverables and which is either i) owned by Supplier prior to placing a relevant Purchase Order or ii) created during the term of the relevant Purchase Order, except for Bespoke Result and Customized Software.

“Territory” shall mean the country/countries where the Deliverables shall be used or as otherwise agreed in each Purchase Order.

“Trade Laws” shall mean export and trade sanction laws, regulations, rules, in force from time to time, including without limitation the EU Dual Use List (Regulation 2021/821, as amended), the EU Common Military List, the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR) or any other applicable jurisdiction’s export restriction regulation, any legislation replacing the foregoing and any orders issued under the foregoing.

“Warranty Period” shall mean the period of time defined in the Agreement, starting from Actual Date of Delivery, within which Supplier shall remedy a non-compliance identified in the Deliverables if Buyer has notified Supplier in a Notice of Non-Compliance.

3. Parties’ Obligations.

- 3.1. Supplier shall fulfil its obligations under the Agreement and is responsible for the Deliverables meeting the Specification(s). The Deliverables shall be purveyed with the level of expertise, training and skills called for by the assignment in question and following a good technical practice and business-like manner.
- 3.2. Supplier shall promptly inform Buyer if, in order to perform Supplier’s obligations under this Agreement or to use the Deliverables, it is necessary to obtain permits, licences or authorisations

from authorities or others.

- 3.3. Supplier shall use its best endeavours to request from Buyer all information that is relevant to enable Supplier to fulfil its undertakings as soon as the need for such information occurs. Upon Supplier's request, Buyer shall promptly furnish Supplier with the information if it is readily available. If the information is not readily available, Buyer shall advise Supplier on how to obtain it.
- 3.4. Supplier shall comply with all Regulatory Requirements that are applicable to Supplier and/or the Deliverables. Supplier shall provide upon request Buyer with documentation and reporting that is required for Buyer to be compliant with Regulatory Requirements.
- 3.5. Supplier may process Buyer's Data only to the extent it is necessary to provide the Deliverables. All rights to Buyer's Data, including any derivatives or adaptations thereof, are solely owned by Buyer. Supplier shall, at Supplier's own cost, make back-up copies of Buyer's Data in Supplier's possession.
- 3.6. Supplier undertakes to furnish Buyer with all necessary documentation for Supplier's provision of the Deliverables and Buyer's and/or End User's use of the same. Documentation shall meet all Regulatory Requirements.
- 3.7. In the event Supplier suspects that it may become insolvent and/or considers filing a voluntary petition for bankruptcy and/or has a reason to believe that its creditors may shortly file a petition for bankruptcy against Supplier (or have already filed such a petition, but a bankruptcy decision has not been issued yet), Supplier shall immediately, at Buyer's sole discretion, either destroy and/or return to Buyer Buyer's Data and Personal Data. If Buyer has decided that Buyer's Data and Personal Data are to be destroyed, Supplier shall without undue delay certify such destruction of Buyer's Data and Personal Data.
- 3.8. Buyer shall be responsible for the accuracy of the information provided to Supplier.

4. Result Services

- 4.1. What is stated in this section shall apply to Supplier's provision of Result Services. However, when Supplier's scope of supply under the Agreement contains several Deliverables (e.g. Goods, Software, Services) to be delivered within the frame of an implementation project, what is stated in this section 4 regarding Actual Date of Delivery, time schedule, change requests and warranty shall apply to the implementation project as a whole and all the Deliverables delivered pursuant to the implementation project.
- 4.2. Supplier shall provide the Result Services according to the Specification and as generally set out in the Agreement.
- 4.3. Supplier confirms that Supplier has taken reasonable steps to understand Buyer's purpose for the Deliverables and the Result Services will also include services that are not explicitly stated in Specification but are required for fulfilling such contemplated purpose.
- 4.4. If the assignment is divided into several milestones, Supplier may proceed to a subsequent milestone only after the acceptance by Buyer of the previous milestone, unless otherwise agreed in writing.
- 4.5. Supplier undertakes at Supplier's own cost to provide necessary equipment as telephone, PC, working space and other ordinary office equipment.
- 4.6. In the event the cost, work or schedule estimates for the completion of the Result Services prove substantially different from those stated in the Purchase Order, and Parties have not agreed upon a fixed or capped price in the Purchase Order, Supplier shall inform Buyer to this effect in writing without delay. Buyer shall then have the right to immediately discontinue the Result Services, to stop further payments for work not yet performed and to terminate the Agreement in accordance with the applicable provisions in section 29.
- 4.7. Supplier shall ensure that any advice or recommendation given to Buyer in the course of the assignment is in compliance with legislation, regulations, and established practices.

Warranty

- 4.8. For Result Services, Supplier shall at Supplier's expense be obliged to remedy any non-compliance with the Specification occurring during a Warranty Period of twelve (12) months. All deviations from the Specifications are considered as non-compliant. Buyer's acceptance of Supplier's proposals, methods, acts or working results does not relieve Supplier from liability for any non-compliance which Buyer reasonably could not have discovered or foreseen at the time of acceptance.
- 4.9. Supplier's responsibility does not include non-compliance due to:
 - (a) incorrect use of any Deliverable(s) by Buyer;
 - (b) Buyer's unauthorised modifications to Deliverable(s);
 - (c) defects in equipment or third-party software other than provided or approved by Supplier; or
 - (d) incorrect information provided by Buyer to Supplier for the provision of the Deliverable(s).
- 4.10. Any non-compliance shall be remedied by Supplier within a reasonable Cure Period from Supplier's receipt of Buyer's Notice of Non-Compliance, unless a specific Cure Period length has been agreed upon in the Purchase Order. When the Cure Period has ended, Supplier shall without undue delay demonstrate to Buyer's satisfaction that the non-compliance has been remedied.
- 4.11. If Supplier has not remedied the non-compliance within the Cure Period, Buyer has the right to, at the expense of Supplier, remedy the non-compliance by itself or through a third party.
- 4.12. If the non-compliance cannot be cured, Buyer is entitled to a price reduction corresponding to the non-compliance and taking into account the extent and impact the non-compliance has on Buyer's ability to use the Deliverable(s) for the contemplated purposes.

5. Resource Services

- 5.1. What is stated in this section shall apply to Supplier's provision of Resource Services.
- 5.2. Supplier shall provide the Resource Services according to the Specification and as generally set out in the Agreement.
- 5.3. The assigned consultant shall follow the specifications and instructions provided by Buyer in connection with the work to be performed.
- 5.4. Supplier shall at no extra costs for Buyer be responsible for damages caused by Supplier's non-adherence to any specification or instruction provided by Buyer, or by carelessness or neglect during the performance of the task.

6. Consultants

- 6.1. What is stated in this section regarding Consultants is applicable to Consultants performing either Result Services or Resource Services.
- 6.2. On Buyer's request, Supplier shall deliver individual competence profiles of Consultants engaged or to be engaged in a specific assignment. If Buyer requires or Supplier proposes a Consultant to be replaced, Supplier shall be obliged, within fifteen (15) calendar days, to appoint a new Consultant with equal competence profile. The new Consultant shall be subject to approval by Buyer, such approval shall not to be unreasonably withheld. Supplier is responsible for the continuation of the assignment without adverse effects in performance (i.e. no delays, no degradation of quality and without any extra cost to Buyer). Supplier shall, on Buyer's request and without extra cost to Buyer, provide the new Consultant with all reasonable support needed to carry out the agreed assignment.
- 6.3. Supplier shall, at Supplier's own cost, be responsible for the training of the Consultants in order to provide the Result Service or the Resource Services. Buyer shall provide "Buyer specific

training”, at Suppliers written request, if such training is necessary for Supplier in order to perform the Result Service or Resource Services under this Agreement.

- 6.4. If the Result Services or the Resource Services are performed at Buyer’s premises, Buyer shall provide the Consultants with work space and any special equipment and tools (including software) that are necessary and specific for the assignment in question. It is Buyer’s responsibility that such equipment and tools do not infringe any third-party Intellectual Property Rights. Supplier is responsible for any other equipment and tools necessary for the provision of Deliverables, unless otherwise specified in the Purchase Order.
- 6.5. All travels by Consultants shall be approved in writing by Buyer and Supplier shall apply for the approval well in advance. Invoices concerning travels without prior consent will be rejected by Buyer.

7. Software-as-a-Service

- 7.1. What is stated in this section shall apply to Supplier’s provision of Software-as-a-Service.
- 7.2. Supplier shall provide the Software-as-a-Service according to the Specification and as generally set out in the Agreement. The Supplier is responsible for that any connection or other methods of accessing the Software-as-a-Service approved by or instructed by the Supplier is sufficient and suitable for the use of the Software-as-a-Service.
- 7.3. Supplier shall provide the Software-as-a-Service in accordance with the availability levels and service levels, including fault-report process as applicable, specified in the Purchase Order.
- 7.4. In case the Supplier shall provide implementation services for the Software-as-a-Service, section 4. Result Services shall be applied to the provision of implementation services.
- 7.5. Buyer owns all rights to Buyer’s Data. Supplier may process Buyer’s Data only to the extent it is necessary to provide the Software-as-a-Service. Upon termination of the Agreement, or on Buyer’s request, Buyer’s Data shall immediately be returned to Buyer, in the format requested by Buyer, at no cost to Buyer.
- 7.6. Supplier shall on Buyer’s request provide Buyer with any information Buyer requires in order to source Software-as-a-Service from a new supplier and to transfer Buyer’s Data to a new supplier. Supplier shall work actively and diligently with Buyer to ensure a smooth transition without any or minimal service interruptions from Supplier to a new supplier of software-as-a-service.

Warranty and Indemnification

- 7.7. Supplier warrants that the Software-as-a-Service will be provided in accordance with the Specification including the service levels specified in the Purchase Order, and in all respect in accordance with best industry practice.
- 7.8. Supplier also warrants that the Software-as-a-Service does not violate any Regulatory Requirements in the Territory in which the Software-as-a-Service shall be provided to End Users.
- 7.9. Supplier shall at its own option and cost, remedy any non-compliance of the warranties set out in sections 7.7 and 7.8. Such remedy shall be made by Supplier within a reasonable Cure Period unless a specific Cure Period length has been agreed upon in the Purchase Order. If Supplier fails to remedy the non-compliance within the Cure Period, Buyer shall be entitled to a price reduction. The price reduction shall take into account Buyer’s limited ability to use the Software-as-a-Service for the contemplated purposes. For the avoidance of doubt, any other remedy available for Buyer, such as service level penalties, damages and the right to terminate the Agreement, shall also apply and no remedy available shall be considered as an exclusive remedy.
- 7.10. In addition to the warranty set out above, Supplier is liable and shall indemnify and hold harmless Buyer from and against all liability in all rightful claims directed towards Buyer under consumer protection legislation related to the Software-as-a-Service provided by Supplier.

Right to sublicense and distribute the Software-as-a-Service

- 7.11. Buyer is entitled to sub-license and distribute the Deliverables to End Users on terms decided by Buyer, unless this right is limited in the Purchase Order.

8. Continuous Services

- 8.1. What is stated in this section shall apply to Supplier's provision of Continuous Services.
- 8.2. Supplier shall provide the Continuous Services according to the Specification and as generally set out in the Agreement.
- 8.3. Supplier shall provide the Continuous Services in accordance with the availability levels and service levels, including fault-report process as applicable, agreed in the Purchase Order.

9. Goods

- 9.1. What is stated in this section shall apply to Supplier's provision of Goods.
- 9.2. Supplier shall provide Goods according to the Specification and as generally set out in the Agreement.
- 9.3. Any forecasts provided by Buyer are purely informative in nature and in no way alter any right or obligation under the Agreement.
- 9.4. Supplier shall prepare a consignment note which shall include in minimum the following:
- (a) Name of Supplier;
 - (b) Purchase Order number;
 - (c) Date of shipment and delivery;
 - (d) Quantities and description of items; and
 - (e) Delivery Site.
- 9.5. After Buyer's reception of the delivery at the Delivery Site, Buyer shall inspect the delivery for visible damages and visible deficiencies and note any such damages or deficiencies on the Consignment Note. Any damages or deficiencies shall be remedied by Supplier without undue delay and at Supplier's expense.
- 9.6. Goods delivered which are dead on arrival (DOA) shall be exchanged free of charge by Supplier. Supplier shall use its best effort to deliver the replacing Goods at the Delivery Site the calendar day following the day of delivery of the DOA Goods.
- 9.7. Buyer's signing of the Consignment Note shall not constitute acceptance of the delivery and it shall not affect Buyer's rights under the Agreement. Nor shall Buyer's signing of the Consignment Note constitute an acceptance of any Supplier's terms and conditions that may be attached to the Consignment Note. Such terms and conditions shall have no force or effect.
- 9.8. All Goods shall be packed in a manner suitable for transport, handling and storing and which prevents any mechanical damages or atmospheric influence during transport.
- 9.9. Goods shall be properly marked as specified in the Agreement. If not otherwise agreed in the Agreement, Supplier shall ensure that marking of Goods contains quantity and serial numbers.
- 9.10. The following additional provisions shall apply if Buyer acts as a distributor/reseller and supplies the Goods to its End Users:
- (a) Supplier hereby grants Buyer a non-exclusive right to purchase, market and resell the Goods to its End Users;
 - (b) When reselling the Goods to Buyer's End Users, Buyer shall market the Goods independently. Supplier shall assist Buyer in the marketing of the Goods and shall continually at its own expense, provide Buyer with sales brochures, catalogues, and other

marketing material relating to the Goods;

- (c) Buyer shall be entitled to use Supplier's trademarks and brands for the purpose of promotion, advertisement, marketing and sale of the Goods; and
- 9.11. Supplier shall provide the type of maintenance and support Services that Buyer may elect to purchase from Supplier in connection to the Goods by including such maintenance and support services in the Purchase Order. Unless otherwise provided in the Agreement, maintenance and support Services shall be governed by the provisions regarding Continuous Service.
- 9.12. When Supplier provides Services in relation to the Goods such as, without limitation, installation and training, such Services shall be governed by the provisions regarding Result Services and/or Resource Services, unless otherwise provided in the Agreement.

Warranty

- 9.13. Subject to Goods which shall be resold by Buyer to consumers (End Users) which shall be subject to the specific mandatory warranty terms and conditions set forth under applicable national consumer law, Supplier warrants that the Goods during a Warranty Period of twelve (12) months will perform in accordance with the Specification and will be free from any deficiencies or defects in design, materials and workmanship.
- 9.14. Buyer shall notify Supplier of any breach of warranty or of any defects or deficiencies in the Goods occurring during the Warranty Period. Supplier shall, at its own option and cost, repair or replace the Goods without undue delay. The remedy or replacement of the Goods shall be made by Supplier within a reasonable Cure Period unless a specific Cure Period length has been agreed upon in the Purchase Order. If Supplier fails to remedy the defects within the Cure Period, Buyer shall be entitled to a price reduction for the defective or deficient Goods. The price reduction shall take into account Buyer's limited ability to use the defective or deficient Goods for the contemplated purposes.
- 9.15. Supplier's warranty does not cover non-compliance(s) due to:
 - (a) Buyer's use of the Goods in breach of the Specification;
 - (b) Buyer's unauthorised modifications of the Goods; or
 - (c) defects in equipment or third-party software other than provided or approved by Supplier.
- 9.16. Where Supplier remedies defects or deficiencies, or replaces Goods under Supplier's warranty obligation, the remedied or replaced Goods shall be subject to a new Warranty Period, corresponding to the Goods' remaining warranty period, or three (3) months from such remedy or replacement, whichever time period is the longest.
- 9.17. If the Goods cannot be repaired on its location, Supplier shall bear the cost for transportation to any alternative site for repair. Supplier undertakes to provide replacement of the Goods for the repair period if requested by Buyer.

Serial Failure

- 9.18. A serial failure will be deemed to have occurred where a 3% of Goods of the same product type supplied to Buyer in any three (3) month period suffers from the same defect ("Serial Failure"), unless otherwise agreed in the Purchase Order.
- 9.19. If a Serial Failure occurs, Supplier shall at its own cost and risk replace not only such Goods in which the defect appeared, but also all other Goods (including spare parts) of the same type and consequently also in Goods for which the Warranty Period has expired. Replacement shall be made with Goods of modified or different design or construction suitable for the purpose in order to eliminate such systematic faults. Supplier is furthermore obliged to compensate damages incurred by Buyer as a consequence of the Serial Failure.

Embedded Software

- 9.24. Where the Goods include embedded software, such embedded software is included in the term "Goods" and GTC section 10 Software shall apply to the embedded software. Buyer shall have

a perpetual licence to the embedded software at no additional cost and a right to sub-license embedded software to End Users. Business purposes in GTC section 10.7 shall include the normal use of the Goods.

10. Software

- 10.1. What is stated in this section shall apply to Supplier's provision of Software.
- 10.2. Supplier shall provide the Software according to the Specification and as generally set out in the Agreement.
- 10.3. The Software licensed by Supplier shall be listed in the Purchase Order. The Purchase Order shall also specify as the case may be the number of users, applicable user definitions, the applicable licensing models and the Documentation necessary for Buyer and/or End User to make use of the Software.
- 10.4. Supplier is responsible for ensuring that all Software (including third-party software) licensed under the Agreement complies with the terms and conditions of the Agreement. That means *inter alia*, that any terms and conditions in a click-to-accept agreement, click-wrap or similar type of "contract by adhesion" which deviate from the terms and conditions in the Agreement shall be deemed null and void regardless if Buyer has accepted such Software by click-to-accept or a similar way or not. Supplier shall indemnify, defend and hold Buyer harmless from and against any third-party claim alleging that Buyer is bound by any such third-party software licence terms.

Non-Customized Software

- 10.5. If the Deliverables include Non-Customized Software, what is stated in sections 10.6. – 10.19. shall apply.
- 10.6. Title to all Intellectual Property Rights in or related to Non-Customized Software, including updates, upgrades, new versions and new releases, shall remain with Supplier or its third party licensor.
- 10.7. Supplier grants to Buyer a limited, non-transferable (except as stated below), non-exclusive, worldwide, and perpetual or subscription licence as the case may be, to use the Non-Customized Software (including updates, upgrades, new versions and new releases) for its own business purposes. For the avoidance of doubt, the licence shall allow Buyer to use said Software for the purposes of providing products and services to Buyer's End Users under this Agreement.
- 10.8. Buyer shall have the right to transfer and/or sub-license in whole or in part the licence and Software to an Affiliate of Buyer. Buyer shall have the right to transfer, install and/or re-install in whole or in part any Software to another hardware, site or location upon prior written notice to Supplier.

Right to sublicense and distribute the Software

- 10.9. Buyer is entitled to sub-license the Software and its relevant updates to End Users or use the Software for the provision of hosted services to End Users on terms decided by Buyer, unless this right is limited in the Purchase Order.
- 10.10. Buyer is entitled to resell the Software and its relevant updates on terms specified in the Purchase Order, if applicable.
- 10.11. Buyer may allow third-party consultants or contractors performing assignments for Buyer to access and use the Software on Buyer's behalf.
- 10.12. Except to the extent required by law, or to the extent permitted in the Agreement, Buyer shall not alter, modify, adapt, translate, decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software.
- 10.13. If the Deliverable(s) include Non-Customized Software owned by a third party, Supplier shall ensure that Buyer obtains the rights set out in sections 10.7.–10.11. above.

- 10.14. Supplier shall at Buyer's request specify and make available to Buyer any software interfaces of the Non-Customized Software needed for the implementation of additional software applications and permit Buyer the use of such interfaces for the purpose of developing additional software. Supplier accepts that interface information may have to be shared with third parties, in which case Buyer shall ensure that such disclosure shall be done in accordance with the terms and conditions of the confidentiality provisions in the Agreement.
- 10.15. The Software, including future Updates and Upgrades, shall be functioning without limitation when integrated into Buyer's, End User's and/or other relevant third party systems.
- 10.16. If Supplier uses Open Source Software, and the Open Source Software is or may become part of the Deliverable(s) in any way, Supplier shall immediately inform Buyer of such use. Supplier shall at Buyer's request replace such Open Source Software with other software.
- 10.17. Supplier shall provide the type of maintenance and support Services that Buyer may elect to purchase from Supplier in connection to the Software. Unless otherwise provided in the Agreement, maintenance and support Services shall be governed by the provisions regarding Continuous Service. Buyer may at its own choice decide to temporarily or permanently cease to use all or some of the acquired license(s). In the event any license is ceased, the equivalent support and maintenance fee will be discontinued. Buyer may at any time reinstall ceased licenses by giving Supplier written notice. Such reinstallation shall not be subject to any additional license cost.
- 10.18. When Supplier provides Services in relation to the Software, such as, without limitation, installation and training, such Services shall be governed by the provisions regarding Result Services and/or Resource Services, unless otherwise provided in the Agreement.
- 10.19. Supplier confirms that the updates provided by Supplier will not have a material adverse effect on the overall performance of the Software or the functioning of the Software or be incompatible with the previous version of the Software.

Customized Software

- 10.20. If the Deliverables include Customized Software, what is stated in sections 10.21 –10.22. shall apply.
- 10.21. Title to all Intellectual Property Rights in or related to Customized Software (including source and object code versions of software), no matter how generated in the course of Supplier providing the Deliverables, including but not limited to any and all updates, upgrades, derivative works, modifications or improvements related thereto, shall vest in and transfer to Buyer upon creation of the same and be the exclusive property of Buyer, subject to payment for the agreed fee for the Customized Software (i.e. excluding any fees for support, maintenance, expenses or the like). The transferred Intellectual Property Rights include but is not limited to the right for Buyer to amend and modify the Customized Software and to transfer any Intellectual Property Rights thereto to third parties. For the avoidance of doubt, Supplier shall transfer to Buyer the full description of such software including the source code. Furthermore, Supplier shall not use any of its Intellectual Property Rights to create conditions that could prohibit the full exploitation and /or commercialisation of such software by Buyer .
- 10.22. Supplier shall have no right to utilise the Customized Software in its own operations.

Warranty

- 10.23. Supplier warrants that the Software, both Non-Customized Software and Customized Software, during a Warranty Period of twelve (12) months will operate in all material respects in accordance with the Specifications.
- 10.24. Buyer shall notify Supplier of any breach of the above stated warranty or of any errors in the Software that occur within the Warranty Period, and Supplier shall at its own option and cost, remedy the non-compliance or replace the Software. Such remedy or replacement of the Software shall be made by Supplier within a Cure Period of fifteen (15) calendar days. If Supplier fails to remedy the errors within the Cure Period, Buyer shall be entitled to a price reduction for the Software. The price reduction shall take into account Buyer's limited ability to use the

Software for the contemplated purposes. For the avoidance of doubt, any other remedy available for Buyer, such as service level penalties, damages and the right to terminate the Agreement, shall also apply and no remedy available shall be considered as an exclusive remedy.

10.25. Supplier's warranty does not cover non-compliance(s) due to:

- (a) Buyer's use of the Software in breach of the Specification;
- (b) Buyer's unauthorised modifications of the Software; or
- (c) defects in equipment or third-party software other than provided or approved by Supplier.

11. Ordering procedure

- 11.1. Purchases under these terms and conditions shall always and only be made by Buyer by placing a Purchase Order.
- 11.2. The Purchase Order shall be in writing and shall contain, without limitation, a list of ordered Deliverables, prices, a statement regarding delivery date, information concerning Delivery Site and an invoicing address. If no written order rejection has been received within five (5) business days after Buyer has placed the Purchase Order, the Purchase Order is deemed to have been accepted by Supplier as such.
- 11.3. Supplier is not granted any exclusivity in relation to the supply of Deliverables to Buyer and Buyer is always free to source Deliverables identical or similar from other suppliers.

12. Delivery and Acceptance

- 12.1. Supplier shall deliver the Deliverables DDP (Delivered Duty Paid, Incoterms 2020), at Buyer's designated place.

Title to the Deliverables (except for Deliverables which Buyer only shall be licensed to use) shall pass to Buyer on the Actual Date of Delivery of the Deliverables in question or as otherwise agreed in the Agreement.

If Buyer and Supplier agree in the Agreement that the Deliverables shall be subject to an Acceptance Test, the following shall apply:

- 12.2. Buyer shall not be obliged to start Acceptance Test, until:
 - (a) all and complete Deliverable(s) has been delivered;
 - (b) all relevant software and hardware has been installed on site ready for operation;
 - (c) all relevant training has been performed; and
 - (d) all relevant documentation has been delivered.
- 12.3. In the event the Acceptance Test is not successful, Buyer shall provide a Notice of Non-Compliance to Supplier. Buyer may provide Supplier with Notices of Non-Compliance continuously during the Acceptance Test. The non-compliance shall be remedied by Supplier within a reasonable Cure Period from Supplier's receipt of Buyer's Notice of Non-Compliance. When the Cure Period has ended, Supplier shall without undue delay demonstrate to Buyer's satisfaction that the non-compliances have been remedied.
- 12.4. An Acceptance Certificate shall be issued and signed by Buyer no later than fifteen (15) calendar days after the Acceptance Test has been successfully performed.
- 12.5. Supplier shall reimburse Buyer any direct costs incurred by Buyer from repeated tests due to reasons attributable to Supplier. Supplier shall be entitled to be present at the Acceptance Tests, provided that Supplier's presence does not impair Buyer's activity. Buyer shall always be entitled to conduct Acceptance tests regardless of whether Supplier is present or not.
- 12.6. Acceptance does not relieve Supplier from its responsibilities and liabilities under this Agreement.
- 12.7. Where the Acceptance Test has been successful for parts of, but not all, Deliverables, Buyer may

use the compliant Deliverables while the non-compliant Deliverables are being remedied by Supplier. However, no Deliverable will be considered accepted until all Deliverables have passed the Acceptance Test.

- 12.8. If Supplier has not remedied the non-compliance within the Cure Period, Buyer has the right to, at the expense of Supplier, remedy the non-compliance by itself or through a third party.
- 12.9. If the non-compliance cannot be cured, Buyer is entitled to a price reduction corresponding to the non-compliance and taking into account the extent and impact the non-compliance has on Buyer's ability to use the Deliverable(s) for the contemplated purposes.
- 12.10. Acceptance Test shall be deemed to have been successfully performed notwithstanding any minor non-compliance the Deliverable(s) may suffer from, provided that it is apparent that the non-compliance is not essential for the proper use, operation and maintenance of the Deliverable(s) in question or for any Acceptance Test(s). The Parties shall record the non-compliance and agree on a time schedule for the remedying of the minor non-compliance within thirty (30) calendar days after the Acceptance Certificate is issued and signed.

If the Deliverable(s) are not subject to an Acceptance Test, the following shall apply:

- 12.11. To the extent Buyer in its sole discretion deems appropriate, Buyer has the right to review the contents of the Deliverable(s) and to control any non-compliance in the Deliverables at its own cost and risk.
- 12.12. Buyer shall within a Control Period of thirty (30) calendar days from Supplier's delivery of the Deliverable(s) to Buyer, notify Supplier in writing of any non-compliance in the Deliverable(s). Supplier shall at its own expense remedy any such non-compliance within a Cure Period of ten (10) calendar days from the receipt of Buyer's Notice of Non-Compliance.
- 12.13. If Buyer has provided Supplier with a Notice of Non-Compliance, the Actual Date of Delivery shall be deemed to have occurred when Supplier has demonstrated to Buyer's satisfaction that the non-compliances have been remedied.
- 12.14. If Buyer has not provided Supplier with a Notice of Non-Compliance by the end of the Control Period, the Deliverables shall be deemed accepted by Buyer and the Actual Date of Delivery has occurred at the date when Supplier handed Deliverables over to Buyer for inspection.
- 12.15. If the non-compliance cannot be cured, Buyer is entitled to a price reduction corresponding to the non-compliance, taking into account the extent and impact the non-compliance will have on Buyer's ability to use the Deliverable(s) for the contemplated purposes.

13. Delays

- 13.1. Taking into account that Buyer attaches great importance to timely fulfilment by Supplier of Supplier's obligations under the Agreement and that any Delay likely will result in severe damage to Buyer, the Parties have agreed that Supplier shall pay Buyer liquidated damages arising from any Delay which is caused by Supplier's acts or omissions or anyone for which Supplier is responsible, in accordance with the following provisions without being obliged to prove the existence of, or quantify, any suffered damage.
- 13.2. Supplier shall for each commenced week of any Delay pay liquidated damages to Buyer amounting to two (2) per cent of all fees paid or to be paid under the Purchase Order. Liquidated damages for each occurrence which gives Buyer right to liquidated damages, shall not exceed sixteen (16) per cent of the total value of the Purchase Order.
- 13.3. In case the damage caused by the Delay is greater than the liquidated damages payable to Buyer in accordance with sections 13.1. to 13.2. above, Buyer is entitled to claim additional damages due to the Delay beyond any liquidated damages in accordance with the provisions of section 19 (Liability) below.
- 13.4. If Buyer is in delay with respect to any of its undertakings under the Agreement, Buyer shall have the right to amend the time schedule without liability to Supplier. Supplier shall however still be obliged to fulfil its obligations on schedule to the extent that the fulfilment of the delayed Buyer's obligations is not necessary for Supplier to fulfil its obligations.

14. Price

- 14.1. Buyer shall pay the price for the Deliverables as specified in the Purchase Order. The price shall include all relevant costs for the provision of the Deliverables such as any and all taxes (excluding VAT), duties, levies etc.
- 14.2. Buyer shall not be liable to pay any fee or compensation other than those set out in the Purchase Order.
- 14.3. All prices are exclusive of value-added tax, which, if applicable, will be added to the invoices.
- 14.4. Supplier's rates and charges (including taxes, payments, freight costs, custom duties and other fees) for the Deliverables as well as any ancillary charges associated with the provision of the Deliverables shall be set forth in the Purchase Order . Buyer shall only pay to Supplier the rates and charges for the Deliverables as set forth in the Purchase Order, plus value added tax (if applicable).
- 14.5. Supplier shall submit the invoice to Buyer's address stated in the Purchase Order .

15. Invoicing and Payment Terms

- 15.1. Payment shall be made to the account set out in Supplier invoices and shall be deemed to have been fully discharged when so made.
 - 15.1.1. Supplier shall ensure that the account set out in Supplier invoices is in Supplier's name in the country where Supplier is incorporated or the country where the Deliverables were provided. If the account set out in Supplier invoices does not meet these requirements, the invoice is considered to be incorrect.
- 15.2. The fees shall be invoiced by Supplier earliest at the Actual Date of Delivery and at the latest within twelve (12) months of the respective Actual Date of Delivery of the Deliverables. If Supplier fails to send the invoice within that time period, Supplier loses its right to remuneration for the relevant Deliverables.
- 15.3. If the Buyer places a one-time order for the Deliverables under these GTC-s, the Buyer shall pay the fee within thirty (30) calendar days after receipt of the correct invoice. If the Buyer places a regularly recurring order for the same Deliverables under these GTC-s, the Buyer shall pay the fee each time within sixty (60) calendar days of receipt of the correct invoice.
- 15.4. Invoices shall meet Regulatory Requirements and contain at least the following information:
 - (a) Purchase Order number;
 - (b) scope and contents of the invoiced Deliverables, including items and price (that matches the Purchase Order);
 - (c) the period the invoice refers to;
 - (d) required information to be able to execute a payment: bank account number, OCR / invoice reference, IBAN number and SWIFT address.
- 15.5. For Resource Services, Supplier must be able to certify the invoicing through a time reporting system per person.
- 15.6. Supplier shall not be entitled to charge any invoice fee(s).
- 15.7. Payment, as such, shall not be considered as an acceptance of the Deliverables.
- 15.8. Debit invoices and credit invoices must be separate documents.
- 15.9. Interest fee, in case of delay in payments, shall be calculated according to the Swedish Interest Act (*Sw: Räntelagen 1975:635*).
- 15.10. Supplier shall provide electronic invoices in an e-invoicing system as specified in the Buyer's invoicing instructions available at www.teliacompany.com and on Buyer's Purchase Orders.

16. Use of Sub-Contractors

- 16.1. Supplier shall upon Buyer's request present a list of any sub-contractor(s) Supplier has engaged or intends to engage for Supplier's provision of the Deliverable(s). Supplier shall on Buyer's reasonable request be obligated to disengage such sub-contractor(s).
- 16.2. Supplier's obligations and liability under this Agreement is not affected by Supplier's engagement of sub-contractors and Supplier shall remain fully responsible for all undertakings pursuant to the Agreement.

17. Intellectual Property Rights

- 17.1. Any Intellectual Property Rights owned by either Party prior to when the Agreement is entered into shall remain the property of that Party.
- 17.2. The Intellectual Property Rights to Customized and Non-Customized Software are regulated in section 10 and in the Purchase Order (if relevant).
- 17.3. Supplier grants Buyer a non-exclusive, personal, irrevocable, world-wide, royalty-free licence to use the Supplier Background IPR and to execute, reproduce, display, perform, sublicense to its Affiliates, distribute and prepare a reasonable number of back-up copies of it for use of the Deliverables.
- 17.4. Title to all Intellectual Property Rights in or related to Bespoke Result no matter how generated in the course of Supplier providing the Deliverables, including but not limited to any and all updates, upgrades, derivative works, modifications or improvements related thereto, shall vest in and transfer to Buyer upon creation of the same and be the exclusive property of Buyer. The transferred Intellectual Property Rights include but is not limited to the right for Buyer to amend and modify the Bespoke Result and to transfer any Intellectual Property Rights thereto to third parties.

18. IPR Infringement

- 18.1. Supplier warrants that Supplier has the right and the power to grant Buyer any rights in respect of Deliverables provided under this Agreement. Moreover, Supplier warrants that the Deliverables do not infringe any existing patent, registered design, copyright or other Intellectual Property Rights owned by any third party.
- 18.2. Supplier shall, at its own expense, indemnify, defend and hold harmless Buyer from and against any claim alleging that the use of the Deliverables in accordance with the Agreement infringes Intellectual Property Rights of a third party. Supplier shall pay infringement claim defence costs, Supplier negotiated settlement amounts, and court awarded damages. The foregoing shall apply provided that Buyer without undue delay informs Supplier in writing of any such claim. Supplier shall have sole control over any proceeding or settlement. Buyer shall provide its reasonable assistance with respect to such proceeding or settlement to Supplier at Supplier's cost. If Buyer is a named party in the proceedings, Supplier shall keep Buyer fully informed and Buyer shall have the right to be present at the proceedings with separate counsel at its own expense.
- 18.3. If Supplier does not act against such claims or actions within a reasonable time, Buyer shall have the right to take appropriate legal action and shall be repaid any and all expenses in so doing.
- 18.4. If, as a result of any binding settlement or a final determination by a court of competent jurisdiction, the Deliverables are held to infringe any third-party rights and the use of the Deliverables is enjoined, or if Supplier reasonably determines that any of the Deliverables may become subject to a claim of infringement, Supplier shall at its cost and expense and at its option:
 - (a) procure for Buyer the right to continued use; or
 - (b) replace or modify the Deliverables so that they cease to infringe the third-party rights, while Supplier stays fully compliant with the terms and specifications of this Agreement; orif neither of the foregoing is possible on reasonable commercial terms, refund Buyer the amount paid under the Agreement. Buyer shall have the right to terminate the relevant Purchase Order (at Buyer's discretion), in whole or in part, with immediate effect in accordance with section 29.2.

(without the remedy period set out in that section), if Supplier is unable to procure rights or replace or modify the Deliverables in accordance with (a) or (b) above.

- 18.5. Any such replacement or modification as set out in section 18.4. (b) must be approved by Buyer in advance, such approval not to be unreasonably withheld.
- 18.6. Supplier shall not be obliged to indemnify, defend or hold harmless Buyer against any claim of infringement resulting from:
 - (a) Buyer's unauthorised modifications to the Deliverables;
 - (b) Deliverables used as specifically prohibited in the Purchase Order; or
 - (c) a combination of the Deliverables and equipment or third-party software other than equipment or third-party software provided or approved by Supplier, to the extent that the infringement is due solely to such combination.

19. Liability

- 19.1. Either Party is liable for damages caused by that Party, including the Party's Affiliates, employees, consultants, acts or omissions.

Exclusions and Limitation of Liability

- 19.2. Neither Party shall be liable to the other for any indirect damages including, but not limited to, loss of revenue or profits, loss of contract, loss of customers or businesses, consequential damages, incidental damages, loss of anticipated savings or revenues.
- 19.3. A Party's total annual liability under Purchase Order is limited to the total value of such Purchase Order or EUR 500,000, whichever is higher.
- 19.4. Neither Party shall be liable to the other for the loss or corruption of data, unless such Party is obligated under this Agreement to make back-up copies of the data, in which case the other Party may claim any costs related to the recovery of such data as direct damages.
- 19.5. Any service level credits and/or liquidated damages paid, together with costs that Supplier incurs to correct/rectify errors or warranty breach affecting the Deliverables or in any other way, costs incurred by Supplier to fulfil its undertakings in accordance with this Agreement, shall not be taken into account when assessing if the amount set out in section 19.3. above has been reached.

Exceptions from Exclusions and Limitation of Liability

- 19.6. The exclusions and limitations of liability in this section 19 shall not apply to: (i) sections: 10.4. (Software), 18 (IPR Infringement), 22 (Confidentiality), 24 (Product Compliance) and 26 (Supplier Code (including relevant Annexes)); and (ii) a Party's or Party's sub-contractor's liability for fraud, gross negligence or wilful misconduct, or liability for death or personal injury or to extent that the exclusions and limitations of liability would not be permitted under the Regulatory Requirements.

Other principles

- 19.7. Buyer shall, in accordance with the foregoing provisions in this section 19, be entitled to compensation for damages suffered due to acts or omissions by Supplier above and beyond any liquidated damages for Delay according to section 13 "Delays", compensation under the relevant Warranty section and/or service level credits paid under relevant service level agreements (as applicable). However, Supplier shall be entitled to set off any liquidated damages paid, compensation paid under the relevant Warranty sections and/or service level credits paid under relevant service level agreements against the compensation for damages payable to the extent the liquidated damages, compensation under the relevant Warranty sections and/or service level credits were paid as a consequence of the same Delay or defect or deficiency which has caused the damage.
- 19.8. The Parties shall take all reasonable measures in order to prevent or limit any damage, provided that it can be done without unreasonable cost or inconvenience.

20. Insurance

- 20.1. Supplier shall at all times keep in effect liability insurance policy covering claims for damages which Buyer may be entitled to under this Agreement. Upon Buyer's request, Supplier shall provide Buyer with appropriate documents in order to confirm the existence of appropriate liability insurance policy.

21. Force Majeure

- 21.1. A Party shall be released from liability to compensate loss or from the obligation to perform certain obligations pursuant to this Agreement provided the loss or the omission is due to an event beyond the Party's control that the Party could not have foreseen at the time of concluding the Agreement ("**Force Majeure Event**") and the event prevents, significantly obstructs, or delays the performance thereof. The same applies where the loss or the omission is due to Delay from a Party's sub-contractors caused by a Force Majeure Event.
- 21.2. A Party which invokes release pursuant to section 21.1. shall immediately notify the other Party in writing thereof. If the circumstances constituting Force Majeure continue for more than two (2) months, either Party shall have the right to terminate as set out in section 29.10.
- 21.3. Reasonable preventive measures shall have been taken by Supplier to provide comprehensive protection against fire, burglary or flooding of Supplier's premises. If reasonable preventive measures have not been taken, no such event shall constitute a Force Majeure Event.

22. Confidentiality

- 22.1. The Parties expect to co-operate and enter into business relations concerning the supply of Deliverables (in the context of this section 22 "Confidentiality", the "**Purpose**") and exchange information which may be Confidential Information. Recipient shall keep Confidential Information as confidential and shall not use, copy, reproduce, store or refer to Confidential Information for any other purpose than for the Purpose, and shall not disclose Confidential Information to any third party without the prior written consent of the Discloser. However, obligations of confidentiality in this section 22 shall not prevent Buyer from using the Deliverables in its ordinary course of business, whether the Deliverables contain Confidential Information or not.

Confidential Information does not include information which:

- (a) is or becomes public (except by way of breach of this Agreement);
 - (b) was already lawfully known to Recipient prior to the disclosure by Discloser;
 - (c) Recipient has received from a third party without any duty of confidentiality (however, Recipient is not entitled to disclose to such third party that corresponding information has also been received from Discloser);
 - (d) is developed by Recipient without use of Confidential Information.
- 22.2. Confidential Information remains the exclusive property of Discloser. Recipient obtains no right or license to Discloser's Confidential Information, unless explicitly stated herein.
- 22.3. If Recipient is required under applicable law or stock exchange rules to disclose Confidential Information, Recipient agrees, to the extent permitted by law, to give Discloser reasonable advance notice, so that Discloser may contest the disclosure or seek a protective order or other appropriate remedy, or otherwise protect its Confidential Information.
- 22.4. Recipient may give access to Confidential Information only to those of its Affiliates, officers, employees, consultants, subcontractors or financial, legal or other advisors, who need to know such Confidential Information for carrying out the Purpose. Recipient shall ensure that such persons or entities, prior to such disclosure, are bound by undertakings corresponding to the obligations of confidentiality in this section 22, and Recipient is solely responsible for such persons' and entities' treatment of the Confidential Information vis-à-vis Discloser.
- 22.5. Except for any disclosure permitted under this section, in the event of any disclosure or loss of Confidential Information, the Recipient will notify the Discloser without undue delay.
- 22.6. Upon termination or expiry of the Agreement, or at the request of Discloser, Recipient shall,

without undue delay, at the discretion of Discloser, return or delete or destroy all materials containing, summarising or referring to Confidential Information, and if Discloser so requests, certify deletion or destruction of the same. To the extent Recipient is legally required to retain some Confidential Information, the obligations of confidentiality set out in this Agreement shall continue to apply.

- 22.7. The Parties' obligations under this section 22 shall remain in force for a period of three (3) years from the date of expiration or termination of the Agreement.

23. Security

- 23.1. Supplier shall always adhere to the Security Requirements (including, but not limited to, the Supplier Security Directive) depending on the nature of the Deliverables to be provided by Supplier. Supplier shall ensure that its relevant and applicable Affiliates, employees, consultants, sub-contractors and other representatives comply with the Security Requirements.
- 23.2. Supplier shall inform Buyer about any such incidents or deficiencies in Supplier's operations or which Supplier has noticed about Buyer's operations which may constitute security risks for Buyer as soon as possible but no later than twenty-four (24) hours after the incident or deficiency has been identified.
- 23.3. Supplier shall have access to Buyer's IT systems only to the extent and under the requirements specifically agreed in writing between the Parties in the Purchase Order.
- 23.4. Supplier shall not copy or reproduce information on data files, hard copy or other tangible media which results in the removal of any marking of ownership or of security class. Supplier shall always handle information on data files, hard copy or other tangible media in a way that results in that considerable effort is required for any unauthorized persons to gain access to the information, regardless of if the information is handled within Supplier's premises or not.
- 23.5. Supplier shall, when providing the Deliverables, fulfil the Regulatory Requirements. In addition, Supplier agrees, that the necessary access to Buyer's or its Affiliate's systems and data required for the provision of the Deliverables under this Agreement shall be in accordance with Buyer's or its Affiliate's policy on data processing.

24. Product Compliance

- 24.1. Supplier warrants that the Deliverables are safe and secure for their intended and/or foreseeable use and do not comprise any damaging or injurious properties or defects. Supplier shall ensure that the Deliverables comply with: (i) the Product Safety Requirements applicable to the total life-cycle of the Deliverables (from design, control and production, through handling and use, to end-of-life/recycling) and (ii) the requirements specified in the Supplier Code of Conduct Annex Telia Company Banned and Restricted Substances. Moreover, Supplier shall be responsible for relevant testing, preparation of technical documentation and quality assurance of the Deliverables before delivery to Buyer.
- 24.2. Supplier shall, upon Buyer's request, promptly provide Buyer with all relevant technical documentation and/or other information required for Buyer to comply with its obligations under the Product Safety Requirements, regardless of Buyer's economic operator role (e.g. manufacturer, importer, authorised representative, fulfilment service provider, distributor).
- 24.3. If Supplier becomes aware that the Deliverables pose a risk to the public interest (in particular on grounds of protection of health and safety of persons and protection of the environment), Supplier shall immediately inform Buyer thereof and immediately undertake at its own cost and expense all corrective measures necessary pursuant to the Product Safety Requirements to eliminate that risk, including but not limited to market re-call and/or replacement of the Deliverables.
- 24.4. If the Deliverables do not meet any of the requirements specified in sections 24.1-24.2, Supplier shall be in material breach of the Agreement.

- 24.5. Supplier shall, at its own cost and expense, indemnify, defend and hold harmless Buyer from and against all claims, actions, lawsuits, inquiries, investigations and proceedings, and the resulting damages, fines, fees, penalties, losses, liabilities, expenses and costs (including the cost of judgments and settlements and legal and other professional adviser fees for defence of the claims), arising out of or caused by Supplier's breach of Supplier's obligations in the above sections 24.1-24.2.

25. Personal Data Protection

- 25.1. Neither Party shall process Personal Data on behalf of the other Party as data processor for the purposes of this Agreement.

- 25.2. Where Personal Data (limited to business contact details) is provided by Buyer to Supplier or otherwise acquired by Supplier in relation to the Agreement for the purposes of contract administration, Supplier shall process Personal Data as data controller and do so strictly in accordance with the Applicable Data Protection Laws. In the event of a Personal Data breach, Supplier shall promptly notify Buyer of such breach and provide any information Buyer may reasonably require relating to that breach.

- 25.3. If Supplier's performance under the Agreement requires Supplier to process Personal Data on behalf of Buyer or third-party controller, the Parties shall enter into a data processing agreement.

26. Telia Company Supplier Code of Conduct, Sustainability

- 26.1. In order to ensure responsible governance and sustainable development in Buyer's supply chain, Buyer has issued group-wide ethical and responsible standards of behaviour for its suppliers - Telia Company Supplier Code of Conduct ("**Supplier Code**").
- 26.2. Aside from Supplier Code and its updates applicable at each point in time, the Purchase Order can stipulate more detailed sustainability requirements and references to standards that Supplier shall adhere to. Supplier Code and such additional requirements are jointly referred to as the "**Sustainability Obligations**".
- 26.3. Supplier, including its Affiliates, shall comply with the Sustainability Obligations as well as Regulatory Requirements in relation to the areas covered by the Sustainability Obligations.
- 26.4. Supplier shall on a regular basis as requested by Buyer, provide Buyer with information and data related to Supplier's compliance with the Sustainability Obligations and of the measures adopted to ensure compliance with the Sustainability Obligations. Buyer shall also have the right to perform audits in accordance with section 28 to verify Supplier's compliance with the Sustainability Obligations.
- 26.5. Supplier shall without delay inform Buyer of any suspected breach of the Sustainability Obligations.
- 26.6. Supplier shall reflect the content of the Sustainability Obligations in its agreements with its sub-contractors.
- 26.7. In the event of Supplier's material breach of the Sustainability Obligations, Buyer shall have the right to immediately terminate the Agreement notwithstanding the remedy period provisions in section 29.2.

27. Trade Compliance

- 27.1. Supplier warrants to Buyer that (a) Supplier, including its employees, officers, directors, representatives, agents, affiliates and/or financial institutions, is not subject to any sanctions or otherwise listed or included on a Prohibited Party List, and (b) Supplier is not directly or indirectly owned by one or more persons, entities or organizations listed on Prohibited Party List, nor controlled by, or acting on behalf of or for the benefit of any party or parties included on Prohibited Party List in a way that would cause Buyer to be in violation of any Trade Laws. Supplier shall

provide Buyer with information in writing detailing its direct and/or indirect ownership upon request and shall immediately notify Buyer in writing about any change of ownership, control and/or other circumstances that would place Supplier in breach of the warranty made by Supplier in this section.

- 27.2. The Parties hereby acknowledge and agree that the use of the Deliverables, which term is inclusive of any related goods, technology, information, equipment and/or software, may be subject to Trade Laws and each Party shall be solely responsible for its compliance with all applicable Trade Laws.
- 27.3. During the term of this Agreement, Supplier shall at all times: (a) provide the Deliverables in compliance with all applicable Trade Laws, (b) not directly or indirectly resell, assign transfer, transmit, export, re-export, or provide the Deliverables, directly or indirectly, to any country, destination, corporation, organization, entity or person on Prohibited Party List in violation of any Trade Laws or any prohibited end-use pursuant to Trade Laws, and (c) shall not do anything which would cause Buyer to be in violation of any Trade Laws. If requested Supplier agrees to provide Buyer with written assurances and sign other documents as may be reasonably required to comply with applicable Trade Laws.
- 27.4. The breach of any of the representations and warranties set forth above and/or the failure by Supplier to comply with any part of this section, including being directly or indirectly owned by one or more persons listed on Prohibited Party List in a way that would cause Buyer to be in violation of any Trade Laws, shall constitute a material breach of this Agreement. In the event of such a material breach, Buyer shall have the right, upon written notice to Supplier, and with immediate effect, to suspend, cancel or terminate the Agreement without liability or further obligation.
- 27.5. Supplier shall protect, indemnify, defend and hold harmless Buyer from and against any fines, losses, claims, costs (including reasonable attorney's fees) and liabilities incurred as a result of the failure of Supplier to comply with this section or with any Trade Laws.

28. Audit

- 28.1. Buyer shall be entitled to perform audits at Supplier's premises or sites and/or at Buyer's premises or sites regarding Supplier's proper fulfilment of the Agreement as regards pricing and invoicing, quantity and quality of the Deliverables and related processes, Confidential Information, Security Requirements, Personal Data protection, Buyer's Data, product compliance, trade compliance and the Sustainability Obligations. Such audit shall be performed, subject to reasonable advance notice.
- 28.2. Buyer shall be entitled to perform short-notice audits with reasonable prior notice if a distinct incident has given rise to ground for suspicion of Supplier's breach of the Sustainability Obligations.
- 28.3. Audit may only be carried out either by Buyer's staff or by professional third party contracted by Buyer, provided that the contracted third party has entered into confidentiality undertakings reasonably acceptable to Supplier. Audit must take place during regular business hours and shall be carried out with the intention to avoid interruption of Supplier's business.
- 28.4. Buyer shall bear its own costs for audits, unless the audit identifies a breach of the Agreement by Supplier, which is not insignificant, in which case Supplier shall bear Buyer's cost for the audit. Supplier shall always bear Supplier's cost for audits. With regard to audits performed in relation to Supplier's Personal Data protection obligations under the Agreement, it is expressly agreed that if the audit does identify inconsistency or non-conformity caused by Supplier or its Affiliates, consultants, sub-contractors or other representatives, Supplier shall bear Buyer's cost for the audit.
- 28.5. The right to perform audits shall also include a right to receive relevant information upon request and without Buyer's staff being physically present at Supplier's site.
- 28.6. If according to the Purchase Order the Supplier is entitled to audit Buyer's use of the Deliverables, such audits shall be subject to reasonable written notice. Supplier shall not be entitled to carry out audits more often than once every 36 months and audits cannot be initiated after the

termination of the Agreement. Audit shall be made by means of self-audit meaning that Buyer shall execute the review of its use of the Deliverables itself in a manner agreed between the Parties. Supplier shall not be entitled to use any scripts or software for performing the audit in the Buyer's environments. Should an audit lead to an agreed upon established non-compliance, the sole consequence shall be that Buyer shall purchase the additional Deliverables required to accomplish compliance at the agreed pricing principles and discounts. All costs for undertaking the Supplier's audit shall be borne by the Supplier.

29. Termination

- 29.1. Termination by a Party shall be made in writing and sent to the other Party in accordance with what is set out in the section "Notices". The reason for termination shall be clearly stated.

Termination due to material breach

- 29.2. Buyer is entitled to, at Buyer's discretion, immediately or with three (3) months' notice terminate the Agreement in whole or in part, if Supplier 1) commits a material breach of any of its obligation(s) under the Agreement and does not remedy such breach within thirty (30) calendar days of receiving a written notice from Buyer requesting Supplier to remedy the breach and/or 2) commits numerous breaches of its duties or obligations under the Agreement which in aggregate amount to a material breach under the Agreement.
- 29.3. Supplier is entitled to terminate the Agreement in whole or in part with one (1) month's notice if Buyer commits a material breach of its obligation(s) under the Agreement and does not remedy such breach within thirty (30) calendar days of receiving a written notice from Supplier, requesting Buyer to remedy the breach.
- 29.4. Where a material breach cannot be cured during a notice period (e.g. a breach of confidentiality), termination will become effective immediately upon receipt of notice without any remedy period.

Termination due to Delay

- 29.5. Buyer is entitled to terminate the Agreement (at Buyer's discretion), in whole or in part, with immediate effect for any Supplier's Delay exceeding thirty (30) calendar days. Supplier is entitled to compensation if, and only to the extent, the result of the Deliverables has a corresponding value to Buyer.

Termination for convenience

- 29.6. Notwithstanding any agreed agreement period or notice period, Buyer is always entitled to terminate the Agreement, in whole or in part, with twenty (20) business days' prior notice. Buyer shall then accordingly pay for any work performed up to the date the termination is effective to the extent the Deliverables have a corresponding value to Buyer.

Termination due to Supplier's failure to remedy non-conformities in the Deliverables

- 29.7. Buyer is entitled to terminate the Agreement, in whole or in part, where Supplier, following an Acceptance Test or following Buyer's own control of non-compliance in the Deliverables during the Control Period, has failed to cure such non-compliance regarding certain Deliverables. Buyer shall then pay for any work performed up to the date the termination becomes effective to the extent the Deliverables have a corresponding value to Buyer.

Termination due to change of control

- 29.8. Buyer is entitled to terminate the Agreement in whole or in part with immediate effect if the majority voting power or decision-making power of Supplier is transferred to a third party outside the current Supplier group.

Termination due to insolvency

- 29.9. Either Party is entitled to terminate the Agreement in whole or in part with immediate effect, if the other Party is declared bankrupt, has filed a voluntary petition for bankruptcy, or has a voluntary petition of bankruptcy filed against it, or has otherwise become insolvent.

Termination due to Force Majeure

- 29.10. Either Party is entitled to terminate the Agreement, in whole or in part, without being obligated to compensate the other Party, if the other Party fails to perform any material obligations under the Agreement for a period of two (2) months due to a Force Majeure Event.

30. Consequences of Termination

- 30.1. A termination does not limit a Party's right to require the fulfilment of other rights the Party may have under this Agreement, with the exception that Supplier shall not be entitled to increase any prices during the termination period.
- 30.2. Following termination under section 29, Supplier is obligated to report the status of any outstanding work and provide the result of Supplier's accrued work up to the time of termination to Buyer.

Upon termination or expiry of the Agreement, the Parties shall agree to the conditions pursuant to which Supplier shall cease to provide the Deliverables (including agreement on a transition period as required from time to time) and, as the case may be, Buyer shall return to Supplier certain Deliverables and/or Supplier's data or certify destruction of the same. Supplier shall also on Buyer's request provide Buyer with any information Buyer requires in order i) to source the Deliverables from a new supplier or ii) for Buyer itself to continue use of the Deliverables in its own operations. Supplier shall on Buyer's request transfer Buyer's Data to a new supplier or back to Buyer. Supplier shall work actively and diligently with Buyer to ensure a smooth transition without any or minimal service interruptions.

31. Notices

- 31.1. Notices under the Agreement shall be in writing and shall be mailed as certified mail or sent by nationally recognized courier (with proof of delivery receipt or acknowledgement of receipt) to Supplier or Buyer address as applicable, with e-mail copy to sourcing-telia@teliacompany.com (stating the Purchase Order number in the subject line of the e-mail). Such notice shall be deemed given on the date of receipt, or refusal of delivery, by the receiving Party.
- 31.2. A Party may change the address to which future notices under the Agreement are to be delivered to such Party by giving notice to the other Party in accordance with this section.

32. Transfer of Rights and Obligations

- 32.1. Neither Party may transfer its rights or obligations under the Agreement without the prior written approval of the other Party. Buyer shall, however, have the right to transfer its rights and obligations under the Agreement without Supplier's consent to an Affiliate or legal successor on provision of written notice of such transfer to Supplier.

33. Rights and Remedies

- 33.1. The Parties agree and acknowledge that the fact that a Party may invoke remedies that allow for a financial compensation (e.g. liquidated damages and/or service level credits) shall not be deemed to limit or restrict a Party from invoking other remedies existing at law due to the failure by the other Party.
- 33.2. No failure or delay on the part of Buyer or Supplier in exercising any right or remedy under the Agreement, or in enforcing its terms and conditions, shall operate as a waiver; nor will any single or partial exercise of any such right or remedy preclude any other further exercise thereof or of any other right or remedy. No provision of the Agreement may be waived except in writing signed

by the Party granting such waiver.

34. Severability

- 34.1. If any term in the Agreement is held invalid or unenforceable for any reason, the remainder of that term and the Agreement will continue in full force and effect.

35. Entire Agreement

The Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject hereof and replaces and supersedes all prior oral or written communications or understandings.

36. Applicable Law

This Agreement shall be governed and construed in accordance with Swedish law

37. Disputes

- 37.1. Any dispute, controversy or claim arising out of the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC Arbitration Institute**”) in accordance with the Arbitration Rules of the SCC Arbitration Institute. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The proceedings and the award shall be subject to the confidentiality provisions set out in section 22 (Confidentiality).
- 37.2. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration. The fact that a dispute is referred to arbitration does not entitle Supplier to interrupt on-going deliveries not directly related to the dispute. Neither does it entitle Buyer to keep back payment exceeding the amount directly under arbitration inclusive the interest fee thereof.

38. Publicity

- 38.1. A Party does not have the right to use the other Party's or its Affiliates trademarks, service marks, trade names, logos or other signs or identification symbols or to otherwise make a public announcement or other publications, advertising or business campaigns or to refer to the Agreement without the written approval of the other Party.
- 38.2. Buyer is however entitled to use Supplier name and trademarks solely for marketing purpose in cases Buyer is reselling, sub-licensing or distributing Deliverables to End Users without additional approval. The use of such name and trademarks shall be in accordance with the guidelines issued by Supplier. Supplier's trademark means the name and logotype of Supplier (company trademark) including all related URLs and it is fully owned by Supplier.
- 38.3. If a Party would like to make any public announcement, it shall notify in writing the other Party who may, at its sole discretion, refuse publication or agree to the text and conditions of such publication as proposed by the other Party or as mutually amended and agreed by both Parties.

39. Surviving Clauses

- 39.1. The Parties rights and obligations under sections 3 (regarding Buyer's Data), 17 (Intellectual Property Right), 18 (IPR Infringement), 19 (Liability), 22 (Confidentiality), 36 (Applicable Law), 37

(Disputes) and 38 (Publicity) shall survive the expiration, termination or cancellation of the Agreement. In addition, other provisions of the Agreement that by their nature are intended to survive the expiration or termination of the Agreement shall survive to the extent necessary to the intended preservation of the Parties' rights and obligations.