

These Ericsson Terms and Conditions for Products and Services Delivery (this “**Agreement**”) applies whenever Ericsson sells or licenses certain products and services to a customer (“**Customer**”). It applies to any purchase order, Sub-Agreement or Statement of Work made under this Agreement. Together with any main document, purchase order, quotation and/or other schedules, the Agreement constitutes the agreement between Customer and Ericsson.

1 AGREEMENT STRUCTURE

- 1.1 **Part A** relates to Hardware.
- 1.2 **Part B** relates to Software.
- 1.3 **Part C** relates to Services.
- 1.4 **Part D** includes generally applicable terms.
- 1.5 **The Schedules** include specific descriptions of and terms applicable to Products and Services.
 - Schedule 1 – Product Description
 - Schedule 2 – Data Processing Agreement Terms
 - Schedule 3 – Support Services Terms
 - Schedule 4 – Call-off Services Terms
 - Schedule 5 – Statement of Work
- 1.6 A purchase order may, as set out in Section 16, be placed either directly under this Agreement, or under a Sub-Agreement for products and Services under the Sub-Agreement. A Statement of Work may be agreed either directly under this Agreement or under a Sub-Agreement.

PART A – HARDWARE TERMS

2 HARDWARE FORECAST, SALE AND DELIVERY

- 2.1 The parties will use reasonable efforts to implement a forecasting procedure where Customer provides Ericsson with a non-binding regular forecast of its estimated delivery requirements. Accurate forecasts are necessary for Ericsson to meet standard offered lead times.
- 2.2 Ericsson transfers title to the Hardware to Customer when Customer pays all amounts due for the Hardware. The Hardware is provided to Customer only for Customer's own use in the Territory and is not for resale, lease or transfer. All items are packed in accordance with Ericsson's or its contractor's general packing and shipping standards.
- 2.3 Ericsson delivers and bears risk of loss for the Hardware in accordance with DAP – Delivered at Place at the agreed delivery address, in accordance with Incoterms in force on the date the purchase order is created.

3 HARDWARE WARRANTY

- 3.1 Ericsson warrants that delivered Hardware is free from major faults and substantially conforms to its Agreed Requirements. The warranty period is 12 months from the date of the transfer of the risk according to contracted Incoterms.
- 3.2 In case of Ericsson's breach of the above stipulated warranties, Ericsson sole liability shall be to, during the warranty period, at its option, repair, correct or replace the faulty part of the Hardware, without Customer charge. Customer will notify warranty faults and repair requests within the warranty period under the report procedure Ericsson provides to Customer, including item numbers and delivery dates. Customer will, upon Ericsson request, properly pack and promptly return an item to Ericsson's address at Customer's cost and risk.

Ericsson will deliver repaired or replaced Hardware at Ericsson's cost, DAP – Delivered at Place to the agreed delivery address in accordance with the Incoterms in force on the date of such delivery. Any repaired or replaced Hardware is warranted for the remainder of the original warranty period.

- 3.3 Each Ericsson warranty does not apply: (a) if an item is not maintained under normal conditions or is misused or changed by any person other than Ericsson; (b) if Customer fails to comply with Ericsson's reasonable documentation or instructions; (c) to any accident or Customer's negligent act or omission; (d) to any consumable item, such as a battery, lamp or fuse; (e) to a fault caused by any interworking item not supplied by Ericsson; (f) if Customer fails to implement software updates, violates the fault report procedure, unreasonably delays in reporting the fault, or fails to allow Ericsson to inspect or repair the item; (g) if Customer does not pay fees due under this Agreement; (h) as otherwise stated in Schedules or agreed between the parties.
- 3.4 The above-mentioned warranties constitute the sole and exclusive representations and warranties made by Ericsson with respect to the Hardware. Any other warranty or representation with regard to the Hardware, implicit or explicit, including without limitation implicit warranties of satisfactory quality, fitness for particular purpose or non-infringement of intellectual property rights is disclaimed by Ericsson, whether imposed by agreement or by law.

4 DELAY AND LIQUIDATED DAMAGES

- 4.1 If the parties agree on specific lead times for Hardware delivery, the following applies:
- 4.2 The lead times shall be calculated from Ericsson's written acceptance of the purchase order, provided that any prerequisite set out in this Agreement have been met, including any government approval needed to enable Ericsson to perform its obligations under this Agreement being in place.
- 4.3 If, for reasons within Ericsson's control, Ericsson fails to deliver Hardware on the agreed date, or within any extended or postponed period, Customer may claim liquidated damages. The liquidated damages for each full week of delay are 0.5% of the part of the price properly attributed to the delayed Hardware, up to a maximum of 5% of such price of the delayed part. The liquidated damages apply only once for the same delay. The liquidated damages are Customer's sole remedy and full compensation for delay; and are commercially justified based on the parties' positions, even if not actually reflecting actual loss.
- 4.4 Ericsson will still deliver the Hardware even if it pays liquidated damages.

5 PRODUCT DISPOSAL

- 5.1 The Parties acknowledge and agree that sound environmental waste treatment of retired/decommissioned products is important. Therefore, the Parties have agreed that:
 - (a) Customer will decommission and deliver to Ericsson's designated pick-up place in the Territory for retired/decommissioned products (the “Pick-Up-Place”), and
 - (b) Ericsson will collect at the Pick-Up-Place, and arrange for handling in accordance with the EU Directive 2012/19/EU or any corresponding or similar applicable legislation/public regulation (“Recycling Legislation”),

all Hardware which previously has been sold to Customer and which is covered by any Recycling Legislation. Both Parties shall bear its own cost in connection with this. Risk of loss and damage to the relevant Hardware and transfer of title thereto, shall pass to Ericsson upon delivery at the Pick-Up Place.

PART B – SOFTWARE TERMS

6 SOFTWARE LICENSE

- 6.1 Any Ericsson or third-party Software or Documentation is licensed, not sold, and Ericsson or its contractor retains all ownership to it and any intellectual property rights, including patent, trademark, copyright, and trade secret rights, and title to copies of any or all media bearing the Software and the Documentation.
- 6.2 Ericsson grants Customer a non-exclusive, non-transferable and non-sublicensable license in the Territory and for the term of the relevant Statement of Work or Sub-Agreement, as applicable, as set out in 20.1, to use, install, and operate the Software (in object code form) and related Documentation for the relevant Capacity paid for by the Customer for the sole purpose of Customer's own operation and maintenance of Hardware and Software in the provision of telecommunication services in its Network. This license is conditional upon Customer complying with this Agreement, including each license restriction, and paying applicable fees.
- 6.3 Customer will:
 - (a) ensure that only employees use the Software and Documentation and not provide or make it available: (i) to any other person or entity, or (ii) outside the applicable Territory in any way, or (iii) to provide hosting or timesharing to any person;
 - (b) not distribute, sublicense, pledge or otherwise make available the Software or Documentation, or assign or transfer its license to Software or Documentation, to any third party;
 - (c) not copy the Software and Documentation, or any parts of it, except for reasonable backup copies;
 - (d) reproduce copyright or other markings when making a permitted copy of the Software and Documentation;
 - (e) not modify, reverse engineer, decompile, disassemble, assemble, or otherwise derive or attempt to derive any source code or algorithms from the Software, or, translate, change or make any derivative work of the Software;
 - (f) not modify the Documentation;
 - (g) not use the Software and/or Documentation for any other purpose than as expressly permitted herein;
 - (h) where applicable, only use Software incorporated in or delivered for specific equipment, together with such equipment;
 - (i) apply the provisions of confidentiality in this agreement to the Software and Documentation.
- 6.4 Some Software and its upgrades include a licence manager control device to monitor, audit or limit use and ensure that Customer complies with the license Ericsson grants. For Software with a licence manager, Ericsson provides Customer license files that contain Software expiry dates and capacity

limitations on delivery date and updates from time to time. Customer will provide Ericsson necessary information and will not access or change the license file parameters or manipulate its function in any other way. Some Software sends capacity usage information to Ericsson from time to time and Customer will maintain connectivity to ensure Ericsson receives it.

- 6.5 Certain Software may contain third party code and software (including free open source software), that are licensed under separate agreements, where additional rights and obligations apply. Customer agrees to comply with such terms.
- 6.6 Breach of these license terms is a material breach of this Agreement. These terms survive the end of the Agreement for any reason.

7 SOFTWARE & DOCUMENTATION DELIVERY

- 7.1 Software is deemed delivered when the Software is available for installation and Ericsson notifies the Customer thereof.
- 7.2 Documentation is deemed delivered when Ericsson notifies the Customer that the Documentation is available at Ericsson's webpage or otherwise electronically.

8 SOFTWARE WARRANTY

- 8.1 Ericsson warrants that the Software is free from major faults and substantially conforms to its Agreed Requirements. The warranty period is three months from the first date the Software was made available.
- 8.2 Should the Software fail to conform to the relevant Agreed Requirements during the warranty period, Ericsson's sole obligation shall be to correct or replace the failing Software, without Customer charge, in accordance with its normal warranty remedies. Any repaired or corrected Software is warranted for the remainder of the original warranty period.
- 8.3 Each Ericsson warranty does not apply: (a) if an item is not maintained under normal conditions or is misused or changed by any person other than Ericsson; (b) if Customer fails to comply with Ericsson's reasonable documentation or instructions; (c) to any accident or Customer's negligent act or omission; (d) to a fault caused by any interworking item not supplied by Ericsson; (e) if Customer fails to implement Software Updates, violates the fault report procedure, unreasonably delays in reporting the fault, or fails to allow Ericsson to inspect or repair the item; (f) if Customer does not pay fees due under this Agreement; (g) as otherwise stated in Schedules or agreed between the parties.
- 8.4 The above-mentioned warranties constitute the sole and exclusive representations and warranties made by Ericsson with respect to the Software and Documentation. Any other warranty or representation with regard to the Software and Documentation, implicit or explicit, including without limitation warranties of satisfactory quality, fitness for particular purpose or non-infringement of intellectual property rights is hereby explicitly disclaimed by Ericsson, whether imposed by agreement or by law.

9 SOFTWARE SUBSCRIPTION

- 9.1 Ericsson shall supply Software Subscription consisting of Software Updates and Software Upgrades in accordance with the following:
 - (a) Ericsson shall deliver Software Updates and Software Upgrades until End of

Maintenance subject to Software license, according to the delivery terms in **Error! Reference source not found.** above.

- (b) Ericsson will periodically release Software Updates. Ericsson will not be responsible for bearing the effect of any liability arising from Customer's failure to implement available Software Updates.
 - (c) Ericsson will make available Software Upgrades as agreed in relevant Sub-Agreement. Customer will be required to purchase and implement at least 1 Software Upgrade per year for the Software to remain supported by Ericsson in terms of 13.1 below and Schedule 3 (Support Services).
 - (d) For the avoidance of doubt, any hardware, or any other software or services of the Software possibly needed to install or use a Software Update and/or Software Upgrades is not included in the agreement scope.
- 9.2 Ericsson is entitled to make updates to Software outside of planned updates or upgrades in order to address security or legal requirements.

PART C – SERVICE TERMS

10 STATEMENT OF WORK

- 10.1 Part C – Service terms do not apply to Call-off Services, for which the terms and conditions of Schedule 4 apply, or to Support Services, for which the terms and conditions in Schedule 3 apply.
- 10.2 The Parties will sign a Statement of Work for each purchase order where Services other than Call-off Services under Schedule 4 are included. A Statement of Work shall detail (as applicable):
 - (i) Project Management (including appointment of representatives to the project management team and the steering committee)
 - (ii) Project Milestones
 - (iii) Acceptance Testing
 - (iv) Responsibility Matrix
 - (v) Prerequisites, assumptions & exclusions
 - (vi) Service Specification
 - (vii) Technical and functional description (solution description)
 - (viii) Payment and payment milestones
 - (ix) [other]
- 10.3 Ericsson will provide the Integration Services set out in a Statement of Work in accordance with good industry practice, and in a workmanlike manner using adequately trained personnel where personnel are used in delivering the Integration Services.
- 10.4 Ericsson warrants that it performs the Integration Services in accordance with the service specification. If Ericsson fails to do so, Ericsson will re-perform the relevant portion of the Integration Services after Customer promptly notifies Ericsson of the failure, but no later than 30 days after Ericsson completes it. Such re-performance is Customer's sole remedy for the failure.
- 10.5 Ericsson shall be excused from failure to perform any affected obligations and is entitled to a reasonable extension of time considering the particular circumstances if and to the extent (i)

Customer (including its Affiliates and its third-party contractors) fails to perform any of its obligations or dependencies described in the Statement of Work, including omission or action of a person or object under customer control or direction, or (ii) contracted assumptions or prerequisites for the Agreement fails. Ericsson is entitled to a reasonable reimbursement of cost caused by failed performance in (i), and to reasonable price adjustment for extra work due to circumstances in (ii). Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition. Ericsson shall also be excused from failure to perform any affected obligations

- 10.6 Ericsson may offer training to Customer personnel on operating the System on separate terms and pricing to be agreed separately.

11 INTEGRATION SERVICES

- 11.1 Ericsson will provide the Integration Services for the System under each purchase order as set out in the Statement(s) of Work.
- 11.2 Customer will fulfil all obligations specified in this Agreement and the Statement(s) of Work at such time that is stipulated and as necessary for Ericsson to fulfil its obligations. Customer will do everything and provide all information that Ericsson requires to perform the Integration Services, including (a) providing technical data, (b) ensuring co-operation with any of its third-party contractors or customers, (c) making any site area available to Ericsson and its subcontractors, and (d) obtain and maintain any necessary government authorisations or permits. If Customer fails to meet any of its obligations in this section, Ericsson is entitled to change or suspend its performance under this Agreement.

12 ACCEPTANCE

- 12.1 Each party will perform its obligations for acceptance activities for Integration Services in accordance with the relevant Statement of Work. Each acceptance activity is a test to objectively confirm that the Integration Services complies with the agreed acceptance criteria as set out in the Statement of Work that show that the relevant item substantially conforms to the Service Specification. When the acceptance criteria are substantially fulfilled, Customer shall accept that the Integration Services is completed and complies with the Service Specification.
- 12.2 Customer will participate in and make its personnel available for acceptance activities. Ericsson will plan and perform the acceptance activities at the time and test site as agreed in each Statement of Work. Ericsson will record the results of the acceptance activities in an acceptance test certificate, which Customer shall sign once the acceptance criteria are fulfilled. Any material defects hindering acceptance shall be noted in the certificate. Immaterial defects will not hinder acceptance. If no valid notice of rejection is provided by Customer within ten days following Ericsson' notice of the Integration Services being ready for acceptance, the Integration Services will be deemed accepted upon expiry of the acceptance test period as set out in the relevant Statement of Work.
- 12.3 If the acceptance test certificate indicates that the agreed criteria are not met, Ericsson will promptly and at its own expense remedy the affected part. Ericsson will re-perform the acceptance activity for the affected part until the agreed criteria are substantially met.

- 12.4 If the acceptance criteria cannot be completed due to an unfulfilled condition by the Customer, Customer must provide prompt notice thereof to Ericsson, and if not resolved within a reasonable period, the Integration Services will automatically be deemed accepted. Any required changes will need to be agreed between the Parties in accordance with the Change Control Procedure.
- 12.5 If the Customer decides to take a System, or any part of thereof, into commercial use before completion of its applicable agreed acceptance test, the System and Integration Services will automatically be deemed accepted.

13 SUPPORT SERVICES

- 13.1 From the agreed dates defined in the Statement of Work, Ericsson shall for the term of this Agreement (as defined in Section 20.1 and subject to payment of the recurring Support Service fees, deliver the Support Services to Customer as set out in Schedule 3 (Support Services Terms).

PART D – GENERAL TERMS

14 THIRD-PARTY PRODUCTS

- 14.1 Customer may need to license or buy certain products directly from a third-party supplier, as set out in Schedule 1 (Product Description). Where arising, these products are specified in more detail in Schedule 1 and defined as Customer Third-Party Software and Customer Third-Party Hardware. Customer is responsible for procuring these products at the agreed time and in accordance with the agreed specifications set out in Schedule 1. For clarity, Ericsson has no responsibility or liability for any such product, except to perform Integration Services on each such product as set out in the Responsibility Matrix in a Statement of Work.

15 DIMENSIONING AND SECURITY

- 15.1 Ericsson's recommended dimensioning for the Hardware and Software as detailed in the Solution Description is based on information provided by Customer and additional assumptions made by Ericsson included in that Schedule. If the information provided by Customer is changed or is found to be incorrect and such deviations affect the recommended dimensioning in any way, the Parties will agree reasonable changes in the affected part of the Hardware or Software in accordance with Section 18 (Change Control Procedure).
- 15.2 Customer is responsible for user information and content that Customer collects, uses, generates and transmits using the System. Customer will obtain each necessary right or permission Customer requires for such user information or content. Ericsson is not liable for and Customer will ensure that any user information or content (a) complies with any third-party rights it requires to manage it; and (b) is stored, copied or transmitted in accordance with applicable law (including personal data protection and appropriate use). Customer is a broadcaster, operator or internet service provider for all regulatory requirements and Ericsson is not liable for any of these obligations or regulatory requirements.
- 15.3 Customer will assess any security risk with its intended use of the Hardware and Software and is responsible to determine if the agreed requirements of the Hardware and Software sufficiently address such security risk.

16 ORDERING

- 16.1 Customer may issue a purchase order under this Agreement for Services included in Schedule 4 or

where an Ericsson offer refers to the terms of this Agreement.

- 16.2 Customer may issue a purchase order under a Sub-Agreement for Hardware or Software included in the scope of the Sub-Agreement.
- 16.3 A purchase order must contain all necessary details that Ericsson requires and incorporates the relevant terms in this Agreement.
- 16.4 Customer will provide any further necessary information Ericsson requests at any time for the purchase order procedure. Ericsson will confirm the purchase order or reject it within ten business days from receiving it. Ericsson is not required to provide any Hardware or Software or start providing the Services unless Ericsson has accepted the purchase order.
- 16.5 Where Ericsson has an obligation to deliver other Services than under Schedule 4 (Call-off Services), the parties shall sign a Statement of Work and the Customer issue a purchase order for the System and Integration Services agreed in the Statement of Work.
- 16.6 The parties agree that no pre-printed terms in Customer documentation apply to this agreement.
- 16.7 Purchase orders must be issued to a local party, i.e., the Ericsson entity within the same country as the customer company. Notwithstanding anything stated elsewhere, no Ericsson or Customer affiliate may bind or impose any obligation on another within its respective group. Customer can only exercise its rights against the local Ericsson party. If a purchase order is entered into between entities in different countries, Customer will on request by Ericsson without undue delay make necessary arrangements to transfer it to the local Customer entity.

17 FEES AND PAYMENT

- 17.1 Ericsson will invoice Hardware upon delivery in accordance with DAP – Delivered at Place at the agreed delivery address, in accordance with Incoterms in force on the date the purchase order is created. Customer undertakes that no other party than Customer shall pay Ericsson's invoices.
- 17.2 Ericsson will invoice non-recurring Software upon delivery according to section 7.
- 17.3 Ericsson will invoice recurring Software quarterly in advance.
- 17.4 Ericsson will invoice Support Services quarterly in advance.
- 17.5 Ericsson will invoice Integration Services specified in a Statement of Work as follows: 15% upon ordering, 75% upon delivery of the Integration Services and 10% based on milestones as set out in each specific Statement of Work, however no later than upon acceptance.
- 17.6 Ericsson will invoice Call-off Services as set out in Schedule 4.
- 17.7 Customer will pay Ericsson: (a) the applicable fee as calculated in agreed price Schedule; (b) any present or future tax or duty that relates to Customer's purchases under this agreement and further described in the Taxes section; (c) any excess Capacity fee set out in agreed price Schedule; and (d) a late payment fee of 3% per month of any delayed payment from the due date until payment.
- 17.8 Customer will pay all amounts within 30 days of the invoice date, without any right of set-off or counterclaim. If Customer disputes an invoice, Customer undertakes to pay all undisputed

amounts as they become due. Ericsson may, after notifying Customer, suspend performing all or any part of work or delivery until Customer pays the amount due and any additional cost Ericsson incurs. Customer agrees to accept electronic invoices.

- 17.9 Customer represents and warrants that its payments to Ericsson shall not constitute the proceeds of crime in contravention of applicable anti-money laundering laws and regulations. Breach of this provision constitutes a material breach of the Agreement.

18 CHANGE REQUEST

- 18.1 Either party may request a change in scope of a purchase order or additional hardware, software or services not included in this Agreement or a Sub-Agreement for any reason.
- 18.2 The party making the change request will set out the change and the reason for it in reasonable detail. The party receiving the request will have reasonable time to assess the request. A party receiving a change request may accept or reject the change request, and the party issuing the change request may refuse or accept any proposals from the other party. Either in making the change or in responding to Customer's request, Ericsson will notify Customer of the cost impact, the technical consequences and any other known consequence expected. Ericsson may charge Customer on a time and materials basis for work on impact or consequences.
- 18.3 Upon agreeing the change, the parties will take all necessary action to implement the change, including signing an amendment to this Agreement, if applicable. Neither party is obliged to start or comply with any changes to this Agreement until the change has been agreed and documented.
- 18.4 This change procedure is not used to change other parts of this agreement than the items set out in Section 18.1.
- 18.5 Where Ericsson, in its discretion, chooses to substitute or change an item of Hardware or Software identified under Schedule 1 (Product Description), with hardware or software with similar functionality that meets the Specifications, without change to any agreed price, such a change will not be subject to the Change Control Procedure. Ericsson will however inform Customer of the change and the resultant network will be considered the System for the purposes of this Agreement.
- 18.6 Changes needed to implement any changes in standards, laws or regulations (including data privacy regulations or security standards set by third parties) will be handled through the process set out in this Section 18.

19 OWNERSHIP

- 19.1 Ericsson and Customer retain all their respective intellectual property rights created or developed before the date this Agreement is effective or owned developed or acquired independently or separately of this agreement.
- 19.2 Ericsson, its Affiliate or its contractor retains all intellectual property rights in and to (a) the Hardware, the Software, the Documentation, the System, and any Service provided under this Agreement, (b) any graphics or content included in (a); (c) all underlying software, data, and other materials that operate the items set out in (a) or parts thereof (including any APIs/SDK); (d) any modification, enhancement or derivative work made of (a) through (c) including Customers feedback or suggestions about the System or Services.

- 19.3 Except as expressly set out in this Agreement, nothing in this Agreement creates any right of ownership or license in or to the other party's intellectual property rights. Each party continues to independently own and maintain its intellectual property rights. No implied licenses exist under this Agreement, and any right not expressly granted to Customer under the Agreement is reserved to Ericsson or its licensors.

- 19.4 Where Ericsson is provided access to any of Customer's or Customer licensors' materials or documentation of any type, (collectively the "Customer Material") for the purpose of performing its obligations under this Agreement, Customer grants Ericsson a non-exclusive, paid-up, royalty free license (with right to sublicense to any subcontractor used for the performance of this Agreement) for the Term of this Agreement, to use, copy, and modify Customer Material, including all Intellectual Property Rights comprised within the same, for the sole purpose of performing its obligations under this Agreement.

20 TERM AND TERMINATION

- 20.1 This Agreement starts on the date the parties sign it and remains in effect for three (3) years, unless terminated earlier as set out below. Unless a party terminates on giving the other 90 days' written notice, the Agreement is renewed by additional periods of one (1) year from when the Agreement otherwise would have ended.
- 20.2 Either party may terminate this Agreement for cause immediately if a party materially breaches this Agreement, on the condition that the non-defaulting party gives reasonable written notice and reasonable time to comply, in no event not less than 30 days. Failure to pay a fee or failure to comply with the license conditions is a material breach.
- 20.3 Either party may terminate this Agreement immediately upon written notice if the other party (a) breaches confidentiality provisions in this Agreement; or (b) directly or indirectly assigns or transfers its rights or obligations under this Agreement, or attempts to do any of these things; or (c) ceases its business, cannot pay its debts when due, or is subject to insolvency or bankruptcy proceedings; (d) breaches an applicable export control or sanctions law, or (e) validly terminates under the Force Majeure section.
- 20.4 Ericsson may terminate this Agreement immediately upon written notice if: (a) change of control of Customer occurs, control means for this purpose the actual control, control is presumed in case of direct or indirect control of more than 50% of shares or voting rights of the Customer; (b) Customer agrees to transfer its business to a company that competes with Ericsson or to an Ericsson Affiliate; or (c) Ericsson is required to do so by law.
- 20.5 Where a party is entitled to terminate the Agreement, it has the right to at its own discretion, instead terminate the relevant Sub-Agreement, Statement of Work or purchase order. Where Ericsson is entitled to terminate this Agreement, Ericsson has the right to at its own discretion suspend performance of deliveries under the Agreement.
- 20.6 Any termination does not affect Customer's obligation to pay any due amount under this Agreement. On termination for any reason, Customer will pay Ericsson the price for any completed deliverable, the fair pro-rata value of any item being executed but not completed, less any amount Customers has already paid.

- 20.7 The following applies for term-based software licenses. Upon termination of this Agreement, Customer shall destroy all copies of the Software and Documentation and an authorized representative of Customer shall certify in writing to Ericsson that this has been destroyed and that the use of Software and Documentation or any portion thereof and any materials relating thereto have been discontinued.

21 COMPLIANCE WITH LAW

- 21.1 Each party will comply with law directly applicable to its products and services. Legal and regulatory requirements applicable to Customer and its products and services, such as occupational health and safety regulations, protective security and operator license terms, must be detailed in a Sub-Agreement or Statement of Work to be applicable to Ericsson. Any changes due to such requirements are handled through the Change Control Procedure set out in Section 18. Any additional cost which would be incurred by Ericsson in order to enable the Customer to comply with laws applicable to the Customer shall be borne by the Customer and provided for as a fee increase pursuant to the Change Control Procedure. The Customer shall inform Ericsson without undue delay of any changes in such Customer laws and the Parties shall agree any required changes (including changes to the Statement of Work and the time plan) in accordance with the Change Control Procedure.

22 ETHICAL AND RESPONSIBLE STANDARDS

- 22.1 Each party represents that it will maintain internal policies and procedures on bribery and anticorruption which are consistent with applicable anti-corruption laws to prevent and detect bribery and corruption.
- 22.2 The Parties represent and warrant that unless otherwise previously disclosed in writing prior to the execution of this Agreement, the Parties do not have interests that would conflict in any manner with the performance of their respective obligations under this Agreement.

23 EXPORT CONTROL

- 23.1 Customer will obtain any relevant governmental authority authorisations or permits to operate the System Ericsson provides under this Agreement.
- 23.2 Customer acknowledges that the System provided under this Agreement may be controlled under applicable export and import control or sanctions laws and regulations and Customer may require an export or import license from a government authority to export, transfer or import any Hardware, Software or Documentation.
- 23.3 Where applicable, Ericsson will obtain and maintain any export licenses required for the delivery of the System.
- 23.4 Customer represents that it is not on any sanction lists such as the EU restrictive list or the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons and warrants it will only use the System for civil and peaceful use and not use the System to develop or produce conventional weapons and/or nuclear, chemical, biological weapons or missiles.
- 23.5 Customer shall not re-export or transfer the System to a third party without Ericsson's consent. Customer will obtain and maintain the necessary import and/or export licenses for the applicable Hardware, Software or Documentation to be re-exported.

- 23.6 Nothing in this Agreement shall be read as requiring either party to be directly or indirectly involved in export, re-export, transfer, use of goods, technology, software or services that is prohibited by applicable export control or sanctions laws.

24 IPR INFRINGEMENT INDEMNITY

- 24.1 If any unaffiliated third party asserts a claim or alleged claim (including legal proceedings) against Customer that the Customer's proper use of the Hardware or Software infringes a patent, copyright or trade secret, Ericsson will (a) defend Customer against that claim; and (b) pay any amount (including reasonable legal fees) that is directly related to that claim which is finally awarded by a court or included in a settlement that Ericsson approves in writing.
- 24.2 Ericsson has no obligation for any claim under this section to the extent resulting or based on: (a) any Customer content, non-Ericsson product, open source software, functionalities compliant with O-RAN specifications, or any product, service or material that Customer provides or makes available when using the Hardware or Software; (b) any modification of the Hardware or Software by any person other than Ericsson and any Customer specification, design or instruction; (c) Customer combining the Hardware or Software with, or damages based on the value of, Customer content, non-Ericsson product, data or business process; and (d) use of all or part of the Hardware or Software, if Customer refuses an alternative that is not subject to the claim, or refuses to discontinue using it when notified below.
- 24.3 Ericsson's obligations under this section apply only if Customer promptly: (a) notifies Ericsson in writing of the details of the claim, including identifying the specific claim implicating the Hardware or Software; (b) provides information and assistance that Ericsson requests; and (c) gives Ericsson sole authority to control, and fully cooperates in, the defense and settlement of the claim, except that Customer may participate using its own lawyers at its own cost.
- 24.4 If a claim under this Section 24 is made or likely to be made, Ericsson may, at its option and expense, procure the right for Customer to continue using the Hardware or Software, or modify or replace it. If Ericsson deems neither alternative practicable: (a) Ericsson will notify Customer to discontinue using all or part of the Hardware or Software; (b) Customer will discontinue such use; and (c) Ericsson will refund the relevant portion of the fees (less depreciation).
- 24.5 This Section **Error! Reference source not found.**, provides Ericsson's sole liability and Customer's exclusive remedy for claims for infringement of intellectual property rights with regard to the Hardware, Software and Documentation, and any and all parts thereof and replaces any rights implied and/or provided by law, statute or otherwise.

25 LIMITATION OF LIABILITY AND DISCLAIMERS

- 25.1 A party's total liability for all claims under this Agreement (including any indemnity, tort and misrepresentation), shall be determined on the basis of each separate purchase order and in the aggregate be limited to any actual direct damages that the other incurs up to fifty percent (50%) of the aggregate amount paid or payable by Customer under the relevant purchase order.
- 25.2 A party is not liable to the other for any of the following, under any claim (including any indemnity) or theory of liability, even if reasonably foreseeable: (a) (whether direct or indirect) lost profit, lost

revenue, lost business, lost value, lost market share, lost use, lost production, lost contracts, lost goodwill, actual or anticipated lost savings, lost or unauthorised access to content or data (including personal data), lost regulatory license, regulatory fines; or (b) any special, indirect, incidental, punitive or consequential damage in any way. Further, any Customer claim against Ericsson based on any third-party damage or loss of the nature stated in (a) and (b) shall also be excluded from Ericsson liability even if such damages and losses are reasonably foreseeable and/or a direct damage or loss for Customer.

25.3 The limits and exclusions apply to each party and its employees, contractors and Affiliates collectively.

25.4 The limitations and exclusions in this Section 25 do not apply to damages (a) for a party's liability for breach of confidentiality under this Agreement (which for clarity does not include breach of the data processing agreement schedule); (b) for a party's liability for breach of the license usage restrictions set out in section 6.3 (a)-(h); (c) for Customer's non-performance of its payment obligations for products or services provided; and (d) that cannot be limited under applicable law.

26 TAXES

26.1 Each party is responsible for its own taxes. Ericsson is responsible for any tax based on Ericsson's net income, and for the personal income tax of its employees or contractors.

26.2 All prices or fees exclude VAT or similar and withholding tax. Customer will pay these, and any other tax or duty related to this Agreement.

26.3 If under any present or future law or regulation, Ericsson must pay or Customer must deduct any tax or duty under this Agreement, Customer will increase the payable amount to cover such deduction or payment.

26.4 Ericsson will charge VAT or similar (such as goods and services tax) if applicable local law or regulation requires. Customer will pay such VAT, but only if Ericsson provides Customer with a valid tax invoice that: (a) specifically states the amount of VAT or other tax chargeable, if applicable; (b) meets all requirements imposed by the local tax authority; and (c) meets any further requirements to allow Customer to obtain any applicable tax relief, if available. Ericsson will provide Customer an invoice or credit note for any underpayment or overpayment of VAT with payment in accordance with the payment terms.

27 VERIFICATION & AUDIT

27.1 Upon Ericsson request, Customer shall no later than at the end of each calendar quarter submit to Ericsson a written statement detailing Customer's actual Capacity used compared to licensed Capacity for the licensed Software to enable Ericsson to calculate and verify the Software fee due under this Agreement. Any applicable license fees do not reduce if the license volume noted under the verification falls under the current licensed capacity or if Customer does not use the Software.

27.2 Customer shall keep complete, clear and accurate records with respect to the actual Capacity the Software is used on. Upon reasonable written notice, Ericsson shall have the right during the term of the Agreement and for 2 years thereafter to make an audit, during normal business hours, of all records and accounts bearing upon the extent of Customer's use of the licensed Software. The

Customer shall provide Ericsson with all reasonable assistance, including access to all information necessary for such verification.

28 CONFIDENTIALITY

28.1 A party will (a) only use or copy any Confidential Information that it receives under this Agreement to fulfil and manage its rights and obligations under this Agreement; (b) not disclose to any person, in any form or way, such Confidential Information (including this Agreement); and (c) keep it secure and protected to a reasonable level of care against loss, damage, or unauthorised access.

28.2 A party may disclose Confidential Information to its Affiliate, employee, or subcontractor, but only if (a) that person needs to know to fulfil and manage the party's rights and obligations, including to perform the agreement; and (b) before disclosure, that person accepts confidentiality obligations substantially the same as this Agreement; and (c) the party is liable for that person's breach. Ericsson may disclose Confidential Information to allow an assignment by Ericsson of its receivables under this Agreement to a financial institution.

28.3 If a party is required to disclose Confidential Information by law, valid court order, or rules of stock exchange: (a) that party will (to the extent possible) give prior notice to the other party and allow the other party a reasonable opportunity to oppose disclosure; and (b) the parties must take all reasonable steps to protect the information and mitigate disclosure or its effects.

28.4 This section does not apply to any portion of Confidential Information that:

- (a) the disclosing party confirms in writing can be disclosed to a particular person, but only to the extent of such approved disclosure;
- (b) is already or becomes publicly available, except by breach of confidentiality;
- (c) is demonstrably developed by the receiving party at any time without use of the disclosed documentation or information; or
- (d) was demonstrably already known by the receiving party before disclosing party's disclosure or obtained by the receiving party at any time, without obligation of confidentiality.

28.5 Each party will promptly at its own cost return, destroy or erase any instrument or copy containing Confidential Information when the agreement ends. A party may retain any copy of Confidential Information that is: (a) required by law or regulation; or (b) automatically generated or stored by backup systems and cannot be accessed in the normal course of business.

28.6 The obligations of confidentiality survive for five (5) years after this Agreement ends for any reason.

29 FORCE MAJEURE

29.1 Neither party is liable for any failure or delay to fulfil its or its subcontractor's obligations to the extent caused by any event beyond its reasonable control. The Parties acknowledge that this includes the potential development, scope and impact of Covid-19 and semiconductor shortage, sanctions, or a denial or unavailability of required export or import authorization from responsible export control authority.

29.2 If such event occurs, the affected party will immediately notify the other in writing with sufficient detail of the event. Both parties will use reasonable efforts to mitigate the effect of the event and the

affected party will use reasonable efforts to fulfil its obligation as long as the event continues. If the event continues for more than 3 months, either party may terminate this Agreement on giving the other not less than thirty (30) days' written notice to that effect.

30 GOVERNING LAW AND DISPUTE RESOLUTION

- 30.1 The laws of the country in which Ericsson is registered (excluding its conflict of law principles) govern all matters under this Agreement.
- 30.2 The parties will attempt to resolve any dispute arising out of this Agreement within twenty (20) days of a party bringing the dispute to the project management team. If the project management team fails to resolve the dispute in that time, the steering committee will attempt to resolve the dispute. If the steering committee fails to resolve the dispute within twenty (20) days of the dispute coming to it, either Party may bring the dispute to arbitration below.
- 30.3 The parties will settle any dispute arising out of this agreement by arbitration under the Rules of Arbitration of the International Chamber of Commerce using three arbitrators, in the city where Ericsson is registered, with all documents and proceedings in English.
- 30.4 Despite arbitration, the parties may use a competent court for an equitable or injunction remedy. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The parties' confidentiality obligations under this Agreement apply to the arbitration proceedings and documentation.

31 PERSONAL DATA

- 31.1 Ericsson and Customer will obtain and maintain all necessary permissions under applicable law and regulatory requirements that each party must have to access, collect, copy, process, store, consolidate, analyse, anonymize, pseudonymize, transmit, transfer and use Personal Data. Customer will obtain all necessary consents from, or make all necessary notifications to, any customer and/or end user to allow Ericsson and/or its sub-contractors to lawfully use and process Personal Data under this Agreement. Ericsson's obligations set out herein are always subject to Customer's obligations described in this Section 31 and the Personal Data Agreement in Schedule 2.

32 OTHER PROVISIONS

- 32.1 If there is a conflict between the documents in this agreement: (a) the body of this Agreement prevails over a Schedule, Sub-Agreement, or Statement of Work; (b) a Sub-Agreement prevails over a Statement of Work made under it; (c) the Schedules prevail in the order set out above on the first page of this Agreement; and (d) a later document prevails over an earlier.
- 32.2 Where the terms of a specific Sub-Agreement or Statement of Work deviates from the terms in this Agreement, this must be explicitly stated in the Sub-Agreement or Statement of Work with a clear reference to the section the parties wish to amend.
- 32.3 Except as set out in this Agreement regarding changes, no amendment of this Agreement is effective unless it is in writing and signed by the parties.
- 32.4 Each party grants the other only the rights and licenses specified. This Agreement grants no other rights or licenses (including under any patents).

- 32.5 Neither party may assign any right or transfer any obligation under this Agreement unless it has obtained the prior written consent of the other party. But Ericsson may assign its receivables arising under this Agreement to a financial institution, only if such assignment does not affect Ericsson's obligations to Customer or create additional Customer obligations. Ericsson may disclose this Agreement and related documentation to such financial institution for this purpose.
- 32.6 Each party is an independent contractor, and this Agreement does not constitute a partnership or agency relationship between the parties. Neither party has any authority to bind or commit the other party, nor assumes any responsibility for the other party's regulatory obligations, business, or operations. Each party is responsible for determining the assignment of its employees and contractors, and for their direction, control, and compensation.
- 32.7 Ericsson may contract portions of its undertakings under this Agreement to a subcontractor of Ericsson's choice. Ericsson is responsible and liable to Customer for their performance as for its own. Ericsson may relocate, off-shore or near shore relevant parts of any service provided under this agreement to such subcontractor or Affiliate to the extent permitted by applicable law and this agreement (including any personal data requirement).
- 32.8 No waiver of satisfaction of a condition or non-performance under this agreement is effective unless it is in writing and signed by the party granting the waiver.
- 32.9 Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where a party will approve, consent, accept, or act under this Agreement, a party may not unreasonably delay or withhold such action.
- 32.10 Each party has a duty to mitigate any loss or expense that would otherwise be recoverable from the other party (including under an indemnity) under this Agreement by that party taking commercially reasonable actions to reduce or limit the loss or expense.
- 32.11 The parties intend that no person, other than the parties, has any cause or right of action under this Agreement.
- 32.12 An unenforceable provision is to remain as written except when the provision is held to be unenforceable. If any provision of this Agreement is held to be unenforceable:
 - (a) that provision is to be interpreted either by modifying it to the minimum extent to make it enforceable (if permitted by law), or disregarding it (if not); and
 - (b) the rest of this agreement is to remain in effect as written.
- 32.13 The parties intend that this Agreement is to be interpreted as if the parties have negotiated and drafted it jointly.
- 32.14 Neither party will bring a legal action arising out of or related to this agreement more than one year after becoming aware that the cause of action has arisen.
- 32.15 This Agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement. This Agreement supersedes all other oral or written agreements, understandings, representations or courses of dealing relating to the subject matter of this Agreement.

- 32.16 To be valid under this Agreement, a notice or other communication must be in writing and given by one of the methods below to the address set out at the beginning of this agreement. A valid notice or communication is effective when received by the receiving party and is otherwise deemed received at the time set out below.

Permitted Method	When notice or communication is deemed given
Delivery by hand.	When left at the notified address.
Registered or pre-paid post.	9.00am on the third Business Days after posting.
E-mail or other agreed electronic means.	On receiving an automated delivery receipt or confirmation of receipt from the relevant server.

- 32.17 If a notice of breach or terminating this Agreement is given by email or other agreed electronic means of communication, a copy of that notice must also be sent by hand or registered or pre-paid post.
- 32.18 Each party accepts by signing this Agreement by hand or electronically. If signed separately, any reproduction together is considered an original instrument.
- 32.19 Any terms that by their nature extend beyond this Agreement remain in effect until fulfilled.

33 DEFINITIONS

- 33.1 In addition to any specific definition set out in the beginning or in other parts of this Agreement, the following expressions have the following meanings:
- 33.2 **Affiliate:** (a) any entity that controls, is controlled by, or under common control with, a party, or (b) for Ericsson, means Telefonaktiebolaget LM Ericsson (publ) or each legal entity that Telefonaktiebolaget LM Ericsson (publ) directly or indirectly controls.
- 33.3 **Agreed Requirement:** each agreed functional and other requirement specification for an item of Hardware or Software, as specified in Schedule 1.
- 33.4 **Capacity:** means the number of subscribers/sims relevant for the scope of contracted Software license and the Software Subscription fee, as further described in schedules.
- 33.5 **Confidential Information:** means the Software and Documentation, and any technical, commercial and financial information exchanged verbally or in writing under this Agreement that is marked or identified as confidential, or otherwise clear from its nature is confidential, at the time of disclosure.
- 33.6 **Documentation:** the Ericsson's standard documentation about the Hardware and Software, as specified in Schedule 1.
- 33.7 **Effective Date:** the date this Agreement is signed by the last signing party.
- 33.8 **End of Maintenance:** The last date that Ericsson provides any maintenance for the affected products i.e., Hardware modifications, Hardware failure analysis, Hardware design fault corrections, Software Upgrades, Software Updates, maintenance releases, bug fixes, code fixes, patches including any kind of security patches and releases.
- 33.9 **Hardware:** the hardware products provided by Ericsson under this Agreement.
- 33.10 **Integration Services:** the integration services specified in a Statement of Work.

- 33.11 **License Manager:** a control device for monitoring, auditing and/or limiting/blocking the actual use, e.g., Capacity wise, of the licensed Software to the licensed scope paid for. **Network:** the Customer network that provides cellular network services to the general public.
- 33.12 **Services:** means the services that Customer have ordered or may order for the delivery of Ericsson under this Agreement, including any Sub-Agreement.
- 33.13 **Software:** the software provided by Ericsson under this Agreement, in object code form and each copy or any part of the Software in any medium, including Software Updates and Software Upgrades delivered to Customer in accordance with the Agreement.
- 33.14 **Software Gateway:** the Ericsson gateway where Ericsson may provide access to the Software, for download, when applicable.
- 33.15 **Software Updates:** corrections of the applicable Software rendering the Software compliant with its specification, and which are provided as result of a Software Subscription.
- 33.16 **Software Upgrade(s):**
- (i) enhancements, or modifications, of the functionality of the Software, resulting in a measurable and/or demonstrable functional improvement of the Software, but still compliant with the Software specification, and/or
 - (ii) new functionality of the applicable Software, specified in addition to the Software specification and includes relevant new specification documentation for the applicable Software, both provided they are generally offered as Software Upgrades by Ericsson, and which are provided as result of the Software Subscription.
- 33.17 **Software Subscription:** the provision by Ericsson of subsequent Software versions, made available at the Software Gateway, for the Software licensed under this Agreement.
- 33.18 **Statement of Work:** shall have the meaning provided in Section 10.1.
- 33.19 **System:** means the Hardware and Software supplied under a specific purchase order, as applicable.
- 33.20 **Territory:** Sweden