

NOKIA NDAC ADDENDUM

THIS NDAC ADDENDUM IS ("NDAC ADDENDUM") IS MADE BY AND BETWEEN [Customer], with its registered office at xxx , (hereinafter referred to as "**Customer**"); and **Westcon International Limited** including any of its affiliates and subsidiaries, with a registered place of business at Chandler's House, Wilkinson Road, Love Lane Industrial Estate, Cirencester, Gloucestershire, GL7 1YT, United Kingdom (hereinafter referred to as "**Distributor**"), Distributor and and Customer are each hereinafter each individually referred to as a "**Party**" and collectively as "**Parties**." This Addendum shall be deemed effective as of the date Reseller clicks the "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" checkbox ("Effective Date").

WHEREAS; (i) Reseller has accepted Distributor's standard Terms and Conditions of sale and the Westcon Group reseller credit application ("Agreement"); and (ii) the Parties wish to supplement the terms of the Agreement (as defined above) for Reseller's purchase of Nokia NDAC Products and Services from Distributor;

NOW THEREFORE Reseller and Distributor hereby agree the following terms and conditions for Distributor's purchase of Nokia NDAC Products and Services from Distributor;

1. This NDAC Addendum, including Attachments A&B attached hereto and made part hereof, sets forth terms and conditions for Customer's purchase of Nokia's Digital Automation Cloud solution ("**Nokia DAC Service**"). In the event of a conflict between the terms of the Agreement this NDAC Addendum (including Attachments A&B hereto), the terms of this NDAC Addendum will prevail and govern to the extent of purchase of Nokia DAC Equipment and/or Nokia DAC Service.
2. The specific terms and conditions applicable to deliveries made in accordance with this NDAC Addendum are as set forth in Attachment A attached hereto and made a part hereof.
3. Any Purchase Order placed by Customer that includes Nokia Products, Licensed Materials or Services, other than Nokia DAC Service and Nokia DAC Equipment, cannot be accepted in accordance with this NDAC Amendment.

BY CLICKING THE "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" CHECKBOX ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND SUCH ENTITY TO THIS ADDENDUM IN WHICH CASE THE TERMS "NDAC ADDENDUM", "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS ADDENDUM, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE "I HAVE READ AND ACCEPT THE TERMS OF ADDENDUM" CHECKBOX AND DO NOT PURCHASE, SELL OR USE MANAGED SERVICES OR SERVICES UNDER ANY CIRCUMSTANCES.

Attachment A to NDAC Addendum
Terms and Conditions governing Distribution of Nokia Digital Automation Cloud solutions

1. This Attachment A sets forth terms and conditions for Customer's purchase of Nokia's Digital Automation Cloud solution ("Nokia DAC Service"). Any reference herein to "Nokia Innovations" in this Attachment A shall refer to the Nokia. In
2. Term of the Nokia DAC Service. The Nokia DAC Service's subscription starts on the date that Customer commences its Subscription to the Nokia DAC Service (such date being the "Subscription Effective Date"), which Subscription expires upon the date of expiration of either the Initial Subscription(s) term or (as applicable) the then-current applicable Renewed Subscription(s) term (such date the "Subscription End Date"). Such dates shall be agreed to by the Parties and set out in the Order Confirmation (or, in the absence of Order Confirmation, in the applicable Order Form). The "Term" of the Nokia DAC Service subscription means the period from the Subscription Effective Date until the Subscription End Date. In the event of the termination or expiration of the Agreement, then this NDAC Amendment shall terminate or expire, as applicable, simultaneously therewith.
3. Nokia DAC Access. In order for the Customer to access the Nokia DAC Service, Customer shall:
 - a. create its own Network Bubble (including procurement of Nokia DAC Equipment from Customer;
 - b. subscribe to the Nokia DAC Service, pay applicable Fees;
 - c. enter into a corresponding Subscription agreement with the applicable Subscription(s) and
 - d. provide Customer Items (including the Nokia DAC Equipment, other Products or Services, or any other related items sourced or procured by Customer) in the Customer Network Bubble are and remain available to enable Nokia DAC access;
 - e. submit a completed Order and seek Distributor's acceptance thereof, in accordance with Section 6 below; and
 - f. to avoid disruption of the applicable Subscription, ensure that the Fees for the Nokia DAC Service have been properly and timely paid
4. Applications to Nokia DAC Service. Customer may obtain access to additional applications to the Nokia DAC Service ("DAC Applications") provided that such applications and the required Nokia DAC Equipment are purchased, as required herein, and the additional subscription Fees are paid. Certain DAC Applications may be made available to Customer directly by Nokia Innovations, and certain other DAC Applications indirectly through Distributor. Notwithstanding the foregoing, a precondition for obtaining access to DAC Applications is that Customer, either directly with Nokia Innovations or through Pastner agrees to additional terms and conditions applicable to such DAC Applications, if any. The terms and conditions of herein also govern the use and access of the DAC Applications.
5. Order Confirmation. Each Order shall contain all necessary information regarding the Customer, the Territory, the Nokia DAC Equipment and Subscription details. Each Order shall be considered a Purchase Order and must be accepted by Distributor before commencement of the Nokia DAC Service or delivery of Nokia DAC Equipment is provided.
6. Spectrum Rights and complying with laws., Customer shall obtain any required regulatory permissions for spectrum usage, in writing, in compliance with the subject regulations. Unless a specific instance of spectrum usage is portable, the specific physical location of the regulated items is required to be provided to the regulatory authorities for compliance purposes and, therefore, the Customer must not move or change the location of any regulated item after installation, even if it is owned by the Customer. For the avoidance of doubt, all spectrum, spectrum regulations (including specifically the CBRS "band 48" associated regulation and any other regulation applicable in the relevant region) and associated regulatory permits, consents, licenses, and approvals (all together "Permissions") must be arranged by the Customer, as applicable. Neither the Distributor nor Nokia Innovations obtain, license or provide any such spectrum rights or any other similar permissions to, or for the benefit of, the Customer. For the sake of clarity, neither the Distributor, Nokia Innovations nor Nokia has any obligation to set up, provide or continue access to the Nokia DAC Service in the absence of full and continuous compliance with this Section 7. Distributor may, however, suspend or terminate access to the Nokia DAC Service if the Customer is in breach of this Section 7. Distributor may also suspend access to the Nokia DAC Service if it is required for either Distributor or Nokia Innovations to comply with the Permissions.
7. No services or support. Unless separately agreed to in writing in accordance with Section 10 below, Distributor nor Nokia and Nokia Innovations do not provide Professional Services under this NDAC Amendment and accept no liability or responsibility for any Professional Services. Customer shall provide installation (including network planning) of the Nokia DAC Service and Nokia DAC Equipment, Tier 1 Support and Tier 2 Support services for Customer under a separate agreement. As such, Nokia Innovations is not responsible for such services or End-Customer Items that are required to access the Nokia DAC Service. For clarity, Nokia Innovations does not provide and assumes no liability whatsoever with respect to the provision of any Professional Services or support to Indirect Resellers or the End-Customers under this NDAC Amendment.

8. Customer Certification and Training. Customer agrees to participate in any applicable certification program(s) in connection with the training as set forth in the Nokia DAC Infocenter made available to Customer.
9. Professional Services under separate SOW. Distributor or designated third-party ("Nokia Certified Third-Party") may provide installation or other Professional Services to Customer, subject to mutually agreed upon terms, description of the scope and assumptions pertaining to the applicable Professional Services and deliverables, pricing, milestones, delivery times, and other relevant details, as set forth in a specific written and signed statement of work ("SOW"). Neither Distributor, nor Nokia Innovations or any of Nokia Affiliates shall perform any Professional Services in the absence of such a written and signed SOW.
10. Updates, upgrades and new features. Nokia Innovations may, in its discretion, provide updates, upgrades and new features to the Nokia DAC Service. Nokia Innovations may also, but is not obligated to, provide remote Tier 3 Support for Customer with respect to the Nokia DAC Service.
11. Nokia DAC User Account. Access to the Nokia DAC Service is provided through a Nokia DAC User Account or portal that Nokia Innovations establishes for Customer if agreed in writing). In order to establish a Nokia DAC User Account, Customer must provide Nokia Innovations with Administrator Information. Customer represents and warrants it is responsible for the actions of its personnel in relation to the Nokia DAC Service. The Customer must ensure that only those persons who have reviewed and accepted the Nokia Privacy Statement may provide Administrator Information to Nokia Innovations and have access to the Nokia DAC Service. The Customer shall also ensure that relevant personnel each consent to having Administrator Information collected and used by Nokia Innovations and Nokia in accordance with the Nokia Privacy Statement. Customer shall indemnify Distributor and Nokia and Nokia Innovations from any claims or damages pursuant to failure to comply with this Section 12.
12. Acceptance Procedure. There is a one-time acceptance procedure for the Nokia DAC Service, which automatically takes place on the earlier of the date on the Customer has: (i) the ability to access Nokia Edge Cloud or Nokia DAC Equipment, as reflected in the Nokia DAC User Account; (ii) the ability to access Nokia Innovations' access point Nokia DAC Equipment, as reflected in the Nokia DAC User Account; or (iii) the ability to provision a Nokia Innovations' SIM card, as reflected in the Nokia DAC User Account ("Acceptance Date").
13. Beginning of the Subscription. The Initial Subscription to the Nokia DAC Service for the Customer begins, subject to compliance with the terms of this NDAC Addendum, on the earlier of the Acceptance Date or within 30 days after its delivery. The Initial Subscription for any spare Nokia DAC Equipment that is not intended to be taken into use and identified as "spare items" in the Purchase Order, begins as specifically set forth in the Purchase Order. The Customer's Initial Subscription will continue for the number of months specified in the Order Form or in the Order Confirmation (or, if in neither, the Initial Subscription shall be for a period of 12 consecutive months) as the Subscription Term.
14. Subscription to DAC Applications. If Customer orders DAC Application(s) for its Network Bubble, the Subscription for each respective DAC Application (as agreed in the separate Order Form) will begin when it is visible into the Nokia DAC User Account and able to be accessed.
15. Renewal Subscriptions. Once Customer's Initial Subscription (or Customer's Renewal Subscription) expires, the applicable Renewal Subscription(s) (if any) will start the day following the date on which the respective Initial Subscription or the earlier Renewal Subscription expires, subject to the receipt and acceptance of a Purchase Order for a Renewal Subscription. Customer's access to the Nokia DAC Service through a Renewal Subscription is subject to Customer's acceptance and payment of then-current Fees for the Nokia DAC Service. A Renewal Subscription will continue for the number of months specified in the Order Confirmation (or, in the absence of an Order Confirmation, in the applicable Offer or Purchase Order) and shall be defined as the "Renewal Subscription Term."
16. Software as a Service. No license is granted to the software running the Nokia DAC Service, for which access is provided on an "as a service" basis for the duration of the Subscription and only to the Customer. Any licenses granted under the Agreement for any Licensed Material(s) furnished pursuant to this NDAC Amendment shall be granted solely for use in conjunction with the Nokia DAC Service for a specific term and will terminate for the Customer on its applicable Subscription End Date. For the sake of clarity, if this NDAC Amendment or the Agreement expires or terminates, all licenses granted hereunder or under the Agreement for any Licensed Material(s) will terminate contemporaneously therewith.
17. Users and Confidentiality. Customer not to permit access to or use of the Nokia DAC Service, except by Customer's: (i) employees; and (ii) contractors, who have executed a written confidentiality and non-disclosure agreement obligating them to protect the confidentiality of non-public information regarding the Nokia DAC Service in a form at least as restrictive as the confidentiality and non-disclosure provisions contained in the Agreement. Customer also agrees to ensure that the Indirect Reseller agrees with their applicable End-Customer(s) that Network Data and any other Confidential Information of Nokia Innovations are used only for the purposes of the Customer Network Bubble, within the Territory, and during the applicable term.
18. Not a telecommunications service. Customer agrees, that the Nokia DAC Service is not a telecommunications service and not intended for or suitable as a substitute for a telecommunications service and the Nokia DAC Service does not include any

emergency call functionality and may not support other features or functionality required by or characteristic of traditional telecommunications network services, such as telephone calling or interoperability functions.

19. Liability for Indirect Reseller's and End-Customer's actions. Customer represents and warrants that it is solely responsible and liable for the actions of personnel including liability for Customer Content, and shall ensure that any persons accessing the Nokia DAC Service on , do not attempt to copy, modify, facilitate, activate, make available, permit any use, re-use, sublicense, time share, or lease any element of, or access to, the Nokia DAC Service. Customer agrees that it is not part of the United States Government, including but not limited to other U.S. government authorities, instrumentalities, agents, entities or military (collectively, "USG"), and that it is not working on behalf of USG or supplying USG with hardware or services set forth in this NDAC Amendment.
20. EULA. Customer acknowledges and agrees to enter into an end-user license agreement ("EULA") with respect to any resale or value-added resale of the Nokia DAC Service o. The minimum terms and conditions for an acceptable Nokia DAC Service-related EULA are available in Global Distributor Program Documents Portal or the Nokia DAC Service portal, or as otherwise provided by Nokia Innovations to Distributor. Customer is fully liable for its actions and agrees to be bound by a EULA as an integral part of any transaction with respect to the Nokia DAC Service, and shall provide Distributor with evidence of the executed EULA immediately upon request.
21. Additional Definitions.

Administrator Information	means the information that Customer provides to Nokia Innovations for creating or administering End-Customer's User Account and/or its access to the Nokia DAC Service, which may include, for example, contact e-mail addresses and telephone numbers of Distributor's, Indirect Reseller's or End-Customer's employees.
DAC Application	means Nokia Innovations' provided application that runs on top of the Nokia DAC Service and is subject to separate fees.
End-Customer Content	means content, including images, audio/video or the like, that an End-Customer uploads to or generates using the End-Customer Network Bubble, including data transported on the user plane of the Nokia DAC Service, but not including any data that facilitate such transport.
End-Customer Items	means the End-Customer Site, power sources for the Nokia DAC Equipment, adequate internet connectivity between the Nokia DAC Equipment and the Nokia DAC Service, a PC or other device with a Firefox or Chrome web browser and internet connectivity, cabling for connecting equipment, and other hardware, software, and other requirements that End-Customer procures from Distributor for the purposes of End-Customer's use of the Nokia DAC Service, and includes the Nokia DAC Equipment as well as items sourced from third parties.
End-Customer Site	means the location: (i) which Customer controls; (ii) at which the End-Customer Network Bubble will be implemented and End-Customer Items installed; and (iii) which must include an outdoor GPS antenna site.
Fees	means collectively the payments to be made by Customer to Distributor under this NDAC Amendment as set out in the applicable Order Confirmation or the Quotation.
Initial Subscription	means End-Customer's first Subscription that starts on the Subscription Effective Date. The Subscription Term shall be as set forth in the applicable Order Confirmation.
Initial Subscription Term	means the duration of the Initial Subscription as specified in the applicable Offer and/or in the applicable Order Confirmation, as the respective "Subscription Term."
Nokia DAC Service	means the Nokia Digital Automation Cloud Service.
Network Bubble or End-Customer Network Bubble	means all the software and hardware comprising End-Customer's local wireless digital automation network, including Connected Things, Wearables/Identifiers, and End-Customer Items, but excluding the Nokia DAC Service and its component parts.
Nokia DAC	means Nokia Digital Automation Cloud.
Nokia DAC Equipment	means specialized hardware that: (i) enables access to Nokia Digital Automation Cloud; and (ii) is procured solely for the purposes of Distributor's resale through Indirect Resellers to End-Customers use of the Nokia DAC Service, together with any and all documentation for the same in whatever format. Nokia DAC Equipment does not include

any Nokia Drone Networks products. For the avoidance of doubt, Nokia DAC Equipment forms part of the “End-Customer Items”.

Nokia DAC User Account	means the information systems access account set up by Nokia Innovations for named individuals representing End-Customer as a means to manage the items purchased from Nokia Innovations for End-Customer and End-Customer’s access and use of the Nokia DAC Service.
Network Data	means data that are used by Nokia Innovations to operate the Nokia DAC Service. Network Data includes signaling data, traffic data, and data carried over the control plane or management plane of the Nokia DAC Service, but excludes End-Customer Content, Distributor/Indirect Reseller Administrator Information, and Personal Data.
Nokia Privacy Statement	means the policy document available at https://www.nokia.com/en_int/privacy and as may be updated from time to time.
Order Confirmation	means collectively Nokia Innovations’ written acceptance of the Purchase Order together with Nokia Innovations’ notification of any necessary changes, corrections, and/or clarifications to such Purchase Order.
Personal Data	means any information relating to an identified or identifiable natural person, excluding Administrator Information.
Professional Services (or Services)	means any installation, maintenance or other support services that may be provided by Distributor, the Indirect Reseller, Nokia, a Nokia local Affiliate and/or Nokia Innovations for the End-Customer, subject to a separate agreement. For the purposes of Sections 8 and 11 of this Attachment A to the NDAC Amendment, the following additional definitions apply: Tier 1 Support means the initial support that is provided to the End-Customer by the Indirect Reseller. This includes: (1) providing a single point of contact for day-to-day operational activities to ensure all operational communications and requests are clearly defined and tracked from End-Customer’s Network Bubble; (2) managing all End-Customer communications; and (3) giving technical support to End-Customer for using and managing its Nokia DAC Service and/or Network Bubble. Tier 2 Support means support that is given to all Indirect Resellers by Customer to End-Customers directly, if Indirect Reseller is not capable of providing Tier 1 support. This includes the following: (1) assessing issues and providing solutions for problems that cannot be solved by Tier 1 Support; (2) escalation of issues that are identified to be caused by the Nokia DAC Service and cannot be fixed by Tier 1 Support; (3) ensuring that Tier 2 Support personnel are trained, certified and authorized to access or modify End-Customer’s Network Bubble configurations; and (4) ensuring that mutually agreed End-Customer SLAs are followed and fulfilled. For clarity, only certified support engineers are allowed to escalate the incident to Tier 3 (by using the Nokia DAC ticketing tool). Tier 3 Support means remote support that is given to Customer by Nokia Innovations, in accordance with the NDAC Amendment and this Attachment A thereto, to solve tickets escalated from Tier 2 Support.
Renewal Subscription	means any extension of an Initial Subscription (or of a Renewal Subscription), either automatically or as separately agreed to in writing between Customer and Nokia Innovations.
Renewal Subscription Term	means the duration of the Renewal Subscription as specified in the applicable Order Confirmation as the respective “Subscription Term”.
Subscription	means End-Customer’s right of access to the Nokia DAC Service, subject to the terms and conditions of this NDAC Amendment, for a defined period of time and for subscription Fees to be paid by End-Customer to Nokia Innovations. Subscription Fees depend on various factors, such as the number of connected Nokia DAC Equipment.
Subscription Term	means the Initial Subscription Term and each Renewal Subscription Term (if any), collectively and each individually, as the context may require.

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