

NokiaEDU Terms and Conditions

| | |
|-------------------|------------------------------|
| Author | Phil Shephard |
| Owner | Jon Chamberlain |
| Organization | NokiaEDU |
| Approver | Section 2 |
| Document ID | EDU.002.DOC |
| Document location | NokiaEDU Way |

Change History

| Version | Status | Date | Author | Owner | Reviewed by | Reviewed date | Approver | Approval date | Description of changes |
|---------|----------|------------|---------------|-----------------|----------------------------------|---------------|---------------------------|---------------|---|
| 0.1 | Draft | 11-08-2016 | Phil Shephard | Jon Chamberlain | NokiaEDU LT | 11-08-2016 | N/A | N/A | Draft for formal review |
| 0.2 | Draft | 17-08-2016 | Phil Shephard | Jon Chamberlain | NokiaEDU LT | 11-08-2016 | Section 2 | DD-MM-YYYY | Draft for formal approval |
| 1.0 | Approved | 30-08-2016 | Phil Shephard | Jon Chamberlain | NokiaEDU LT | 11-08-2016 | Section 2 | 30-08-2016 | Approved document |
| 1.1 | Approved | 09-09-2016 | Phil Shephard | Jon Chamberlain | N/A | N/A | N/A | N/A | Amendment to 3.7 to remove Contradiction and grammatical corrections |
| 1.2 | Approved | 16/03/2017 | Phil Shephard | Jon Chamberlain | N/A | N/A | N/A | N/A | Correction to 3.12 based upon working procedure |
| 1.3 | Approved | 23/05/2017 | Phil Shephard | Jon Chamberlain | Jon Chamberlain Anurag Sethia | 23/05/2017 | Jon Chamberlain | 23/05/2017 | Change to 3.2 Basis of Purchase Amendment to Proposal response criteria |
| 1.4 | Approved | 06/06/2017 | Phil Shephard | Jon Chamberlain | Jon Chamberlain Anurag Sethia | 01/06/2017 | Jon Chamberlain | 06/06/2017 | Change to 3.2 Basis of Purchase Amendment to Proposal response criteria |
| 1.5 | Approved | 22/06/2017 | Phil Shephard | Jon Chamberlain | Jon Chamberlain Juha Kinnunen | 16/06/2017 | Jon Chamberlain | 22/06/2017 | Change to 3.2 Basis of Purchase Amendment to Proposal response criteria |

Contents

| | | |
|------|--|----|
| 1 | Purpose..... | 3 |
| 1.1 | Scope..... | 3 |
| 2 | Approval..... | 4 |
| 3 | NokiaEDU General Training Terms and Conditions | 5 |
| 3.1 | Definitions | 5 |
| 3.2 | Basis of Purchase | 5 |
| 3.3 | Information and Equipment..... | 6 |
| 3.4 | Quantities, Pricing and Payment..... | 7 |
| 3.5 | The Training, E-learning and Virtual Classroom Training..... | 7 |
| 3.6 | Cancellation..... | 8 |
| 3.7 | Warranty..... | 8 |
| 3.8 | Liability..... | 9 |
| 3.9 | Force Majeure | 9 |
| 3.10 | Confidentiality | 9 |
| 3.11 | Disputes..... | 9 |
| 3.12 | Quality..... | 10 |
| 3.13 | Termination..... | 11 |
| 3.14 | General..... | 11 |

1 Purpose

The objective of this document is to define the standard terms and conditions that NokiaEDU uses to offer training and related services to third parties. Any offer, proposal, agreement or purchase order to provide NokiaEDU training or related services shall be subject to NokiaEDU's prior, written approval.

1.1 Scope

The document applies to all Nokia organizations which license or offer to license NokiaEDU training and related services to Nokia customers, Nokia channel partners, contractors, and other third parties.

2 Approval

| Name | Organisation | Approval |
|-------------------|---|---|
| Jon Chamberlain | Business Excellence (BE) |  Approve NokiaEDU Terms and Conditions Approval.msg |
| Alison Burns | Customer & Partner Learning Services (CPLS) |  RE NokiaEDU Terms and Conditions Approval.msg |
| Tina Giordano | Employee Learning & Development Services (EL&D) |  RE NokiaEDU Terms and Conditions Approval.msg |
| Marco Ghezzi | Product & Technology Learning Solutions (PTLS) |  R NokiaEDU Terms and Conditions Approval.msg |
| Annukka Vaara | Business Learning Solutions (BLS) |  Approve NokiaEDU Terms and Conditions Approval.msg |
| Kevin Seifert | Learning Services Delivery (LSD) |  Approve NokiaEDU Terms and Conditions Approval.msg |
| Ann Kohut | Learning Innovations, Tools & Methods (LITM) |  Approve NokiaEDU Terms and Conditions Approval.msg |
| Ruediger Kortmann | Operation and Transformation (OT) |  RE NokiaEDU Terms and Conditions Approval.msg |

3 NokiaEDU General Training Terms and Conditions

3.1 Definitions

- “Client” means Nokia customers, including channel partners, contractors and other third parties.
- “Delivery” refers to a training service which may be delivered as a self-study through electronic means, as a delivery with clear objectives, as a workshop with loosely defined subjects, as a seminar with specific theoretical topics, or as any other training product provided by NokiaEDU.
- “Nokia” means collectively all affiliates which are part of the Nokia Group.
- “Order” means the purchase order placed by the Client with Nokia for the license of Training.
- “Private Delivery” is a training service which is dedicated to one single Client request.
- “Private Seat” is a training service which is open for all of NokiaEDU Clients and for which the Client has licensed a seat.
- “Training” means classroom training services, virtual classroom services and E-learning described in the Order.
- “Training Proposal” means the document issued by NokiaEDU detailing the Training services to be provided.
- “Training Venue” means the address at which the Training is to be provided by NokiaEDU as set out in the Training Proposal.

3.2 Basis of Purchase

- NokiaEDU needs to ensure that it can deliver training in advance of any offer or proposal being made, or an agreement or purchase order being accepted. For example, NokiaEDU may need to pre-arrange for trainers and site locations to be available, among other logistics that may be involved. To that end, the following information needs to be provided to NokiaEDU for it to be able to provide a quote: training delivery name, training description, dates, location, whether Nokia needs to provide the location, duration, and number of participants. In the case of instructor-led deliveries NokiaEDU requests 7 calendar days advance notice to provide a proposal. The proposal and these terms and conditions – in an appropriate signed agreement or accepted purchase order – shall form the basis of any binding contract.

- For instructor-led deliveries, if no Client confirmation is received within the offer validity period of 14 calendar days, NokiaEDU reserves the right to use scheduled resources otherwise and without further notice
- For instructor-led deliveries where the proposal is received by the Client 6 – 4 calendar weeks before the offered training date, a Client proposal confirmation is required within 5 calendar days from receipt of the proposal, after which NokiaEDU reserves the right to use scheduled resources otherwise and without further notice.
- For instructor-led deliveries where the proposal is received by the Client 28 – 21 calendar days before the offered training date, a Client proposal confirmation is required within 2 working days from receipt of the proposal, after which NokiaEDU reserves the right to use scheduled resources otherwise and without further notice.
- For instructor-led deliveries where the proposal is received by the Client less than 21 days before the offered training date, a Client proposal confirmation is required within 2 working days from receipt of the proposal, after which NokiaEDU reserves the right to use scheduled resources otherwise and without further notice.
- Where a request is submitted 21 calendar days or less before the required training delivery date, NokiaEDU will make best effort to meet this request, but it cannot be guaranteed.
- No variation to these terms and conditions shall be binding unless expressly agreed to in writing by NokiaEDU.
- Training is provided for Nokia Clients, their authorized employees, and Nokia personnel only. Nokia competitors and their personnel may not attend Training, e-learning or virtual classroom training.
- Nokia reserves the right to request proof of identify of a Participant before beginning the Training and participants not identified in the course roster may be excluded from the training.

3.3 Information and Equipment

- Ownership of all copyright and other intellectual property rights of course materials provided during the training, including but not limited to documentation, data, technical information, know-how specifications, drawings, and designs (hereafter “Information”) furnished or produced by the Client to or for Nokia, together with the copyright, design rights, or any other intellectual property rights shall be the exclusive property of Nokia and shall be treated as confidential by the Client.
- All such Information shall be held in confidence by the Client, and may not be disclosed or copied or shared by the Client with third parties without the express written permission of Nokia. Upon payment of all sums due, Nokia grants Client a non-exclusive, non-transferable, non-assignable limited license to use, internally, a single copy of the NokiaEDU course material for the sole benefit of each eligible participant registered for the applicable Training, e-learning or virtual classroom training.

- The Client shall do all things necessary to ensure that any copyright or other intellectual property rights created in connection with the agreement or order is assigned to Nokia forthwith.
- For those situations where Nokia provides its customised course content, the intellectual property ownership contained in such content remains the property of Nokia.
- After completing the Training provided by NokiaEDU, participants are not allowed, without the express prior, written consent of Nokia, to deliver, or assist in the delivery of, the Training content to any third party, including, without limitation, at any college, institute, proprietary or partnership firm or organization.

3.4 Quantities, Pricing and Payment

- Payment milestones shall be agreed with the Client and shall be set out in the agreement statement or work or order. All invoices shall be payable within 30 days of the date of the applicable invoice or as otherwise specified in writing. Nokia shall be entitled to invoice the Client upon completion of the Training.
- Nokia invoice shall quote the number of the agreement or order – on the provision that the Client has provided a specific reference.
- All prices are expressed exclusive of value added tax and Client shall pay the applicable VAT in addition to the price.
- Prices are subject to change at the discretion of Nokia and in all cases, are strictly confidential.

3.5 The Training

- The Training shall be performed at the Training Venue on the date specified by NokiaEDU in the applicable agreement or order.
- Where the Training Venue is delivered in Client premises, the Client shall be responsible for providing an appropriate environment, necessary equipment and connectivity to deploy the Training, and copies of the materials to the participants. In addition, the Client shall be responsible for identifying a contact person with whom NokiaEDU will coordinate any applicable logistics.
- The Client is responsible for providing the list of participants to NokiaEDU no later than 14 days prior to the Training start date.
- NokiaEDU will provide the participant course material in electronic format (e-doc) prior to the delivery which can be downloaded from the LMS by the participant and printed if required. Only in exceptional cases will NokiaEDU provide the course material in paper format. However, it should be noted that this will incur an additional cost to the Client.
- For e-learning and virtual classroom training, the Client shall be responsible for providing all networking, internet, and computing equipment and technology.

3.6 Cancellation

| Cancellation timeframes | Implications on cancellation |
|-------------------------|--|
| 21 - 28 Calendar days | <p>If the Client cancels or reschedules the Training 21-28 calendar days prior to Training start day, 50% of the course fee plus non-reimbursable travel costs will be charged to Client.</p> <p>If NokiaEDU cancels a Training during this time, an alternative Training delivery date will be provided in accordance to a date agreed with the Client.</p> |
| 0 - 20 calendar days | <p>If the Client cancels the Training 0 -20 calendar days prior to Training start day, 100% of the course fee plus non-reimbursable travel costs will be charged to Client.</p> <p>If NokiaEDU cancels the Training during this time, an alternative Training delivery date will be provided in accordance to a date agreed with the Client.</p> |

- A full fee will be charged regardless of the number of participants who attend. In cases of sickness and other exigencies, the Client reserves the right to transfer the Training Private Seat to another participant who is qualified to attend the training.
- Nokia is not liable for any delay or non-performance caused by any event of force majeure.
- Cancellation of self-study bookings (not applicable for e-learning) is not possible unless a reasonable cause can be provided and an agreement is reached between the learner and NokiaEDU.
- If the offer validity period end date should enter into the cancellation start period, the confirmation and purchase order should be received by NokiaEDU by the 1st day of the cancellation period at the latest. If after the 1st day of the cancellation period the event is not confirmed with an agreement or purchase order, the event will be cancelled.

3.7 Warranty

- NokiaEDU provides no warranty expressed or implied for or related to the Training, e-learning or virtual classroom training. NokiaEDU shall provide training or e-learning with reasonable skill and care, ensuring that personnel, and any contractors used, are suitably qualified and experienced to perform the training.
- Where it is identified that NokiaEDU has failed to provide satisfactory training NokiaEDU will investigate and if proven correct, will use its reasonable efforts to re-perform the training within a reasonable period of time.

3.8 Liability

- Nokia's liability for any losses, damages, costs and expenses, including legal fees, shall be limited to the Client's direct damages up to the total amount paid by the Client for the Training, e-learning or virtual classroom training at issue.
- Notwithstanding any other provision of these conditions, neither party shall be liable to the other for any indirect or consequential loss or damage (including but not limited to loss of use, loss of revenue, loss of anticipated savings or loss of profit) howsoever arising under or in connection with these conditions, except for Client's breach of the license or confidentiality.
- To the extent not prohibited by law, the limitations in this section shall apply to personal injury (including death) caused by the negligent or willful acts of NokiaEDU.

3.9 Force Majeure

- Neither party shall be responsible for any failure or delay in performance of its obligations (other than the obligation to make payments of money) due to any force majeure event including, Act of God, extraordinary traffic conditions, refusal of license or other Government act, fire explosion, embargo, terrorism, riots, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.
- Each party shall promptly inform the other party of any event of force majeure, its expected duration and cessation.
- Either party may terminate the agreement or purchase order where the event of force majeure continues for a period of thirty days.

3.10 Confidentiality

- Neither party shall disclose to any third party any technical or commercial information received from the other party in whatever form under or in connection with these conditions without the prior written permission of the disclosing party.
- The recording of the training delivery in part or as a whole is not permitted.
- Where the parties have signed a Non-Disclosure Agreement this shall continue in full force and effect notwithstanding anything in these terms and conditions.

3.11 Disputes

- Any dispute or claim must be registered with Nokia within 7 days of completion of the relevant Training, otherwise the Client shall be deemed to have waived such claim.

- All disputes arising out of or in connection with the agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The arbitrator(s) are to be appointed by the Arbitration Institute of the Central Chamber of Commerce of Finland and the rules of the said Institute are to be followed in the arbitration. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.
- The arbitration shall be held in Helsinki, Finland.

3.12 Quality

- NokiaEDU accepts the responsibility to provide a quality training experience to Client and the participants based upon the agreed upon training agreement between NokiaEDU and Client, and at the agreed upon price. NokiaEDU will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants on the scheduled dates.
- NokiaEDU will try to accommodate special requirements that have been made known at the time of training confirmation. If special accommodations are required, please advise NokiaEDU of such accommodation requirements in advance.
- The Client will assure that the participants have completed the necessary pre-requisites otherwise NokiaEDU cannot be held liable for delivery quality.
- Every Training event shall be evaluated by means of a training evaluation. This training evaluation is as standard conducted via an online evaluation only; paper evaluations are not available as an option. The participant is requested to complete the online evaluation during the last day of the course.
- The online evaluations submitted by Client participants on the training delivery will be considered a key indicator of the Training quality.
- Whenever a Training event is evaluated by Client as of inadequate quality, NokiaEDU will investigate the incident and determine the underlying root causes. This investigation will take into account the input of the Client participants as well as the instructor. NokiaEDU will share the result of the investigation with the Client.
- Where the Client requests more participants attend the training that exceeds the specified course maximum, a decision will be made by the NokiaEDU as to whether or not it is possible for them to attend and the associated additional costs. If the NokiaEDU decides it is not possible, the Client will be informed accordingly.
- For Classroom training events, if additional unplanned students arrive at the course start, NokiaEDU reserves the right to request that the unplanned students leave the course. Should this situation occur the start of the training will be delayed whilst the Trainer seeks guidance on the course overload.
- Where the maximum number of participants stipulated is exceeded as a result of actions by the Client without prior approval, NokiaEDU will not be held liable for the delivery quality.

- It is expected that participants of a Training Course will attend for at least 80% of the delivery to be considered 'Successful'. If a participant does not attend 80% of the training NokiaEDU will have the option not to mark the participant 'Successful' and therefore the said participant will not be able to download their Recognition of Participation and their Training History will not be updated as having completed the Training.
- However, the marking of a participant Unsuccessful is at the discretion of the Trainer, if it is considered that a participant has fulfilled the objective requirements of a course but has not been present for 80% or more of the training the NokiaEDU has the option to mark said participant as 'Successful'.

3.13 Termination

- In the event that the other party is in default of a material obligation of these conditions and fails to remedy such default within 30 days, then the other party shall have the right to terminate the agreement forthwith.
- Either party may terminate without liability to the other party in the event of bankruptcy receivership and administration.
- Any termination of any these conditions (howsoever occasioned) shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party. However, and regardless of the above, remedial action shall under all circumstances be performed by the Client without delay upon becoming aware of the defect or malfunction.

3.14 General

- Client must agree to be compliant with the rules of the country in which NokiaEDU training takes place. For example, Client shall comply with Foreign Corrupt Practices Act (FCPA), Limosa Landenoverschrijdend Informatiesysteem Migratie Onderzoek Sociaal Administratief (literally translated Cross-Country Information Migration Research Social Administration), and all applicable anti-trust and anti-corruption laws.
- Client, on behalf of itself and its employees, agrees to govern itself in accordance with the guidelines established for the NokiaEDU facility at which the training is given. NokiaEDU reserves the right to remove anyone from their facilities who is found in violation of any facility rule/policies or who is unduly disruptive in the sole discretion of NokiaEDU.
- Any notice required to be given under these conditions shall be in writing addressed to the relevant party at its registered office or such other address as is notified from time to time.
- The Client shall not assign or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under these conditions without the prior written consent of NokiaEDU.

- Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to any legal persons shall include natural persons and vice versa.
- The headings in these conditions are for reference only and shall not affect their interpretation.

• THIS DOCUMENT IS NOT INTENDED TO CONSTITUTE A CONTRACT OR CREATE ANY CONTRACTUAL RIGHTS BETWEEN NOKIA AND ANY THIRD PARTY. THIS PUBLICATION, AND THE INFORMATION IT CONTAINS, MAY BE CHANGED AT NOKIA'S DISCRETION AT ANY TIME, WITH OR WITHOUT ADVANCE NOTICE. THE CHANGES MAY BE MINOR OR THEY COULD SIGNIFICANTLY DEVIATE FROM PAST OR CURRENT PRACTICES.