

1 Scope, ordering and structure

- 1.1 This document sets out the terms under which Ericsson purchases or licenses one or more Deliverables from Supplier, unless otherwise explicitly agreed in writing between the parties.
- 1.2 Ericsson may provide Supplier with a purchase order for Deliverables in electronic or tangible form. Ericsson's purchase order to Supplier is deemed accepted by Supplier if Supplier starts to deliver under it or does not reject it within five Business Days from receiving the purchase order.
- 1.3 Each purchase order identifies one or more Deliverables and incorporates the relevant terms of the Agreement: **Part A** applies to Hardware, **Part B** applies to Software, **Part C** applies to Cloud Services and **Part D** applies to Services in general, as relevant due to the scope of the purchase order. **Part E** includes generally applicable terms and defined terms that apply to Ericsson's procurement of Deliverables.

PART A – HARDWARE TERMS

2 Hardware title and delivery

- 2.1 Supplier must deliver Hardware ordered on or before the delivery date stated in the purchase order. Supplier transfers title to Hardware when the Hardware is delivered to Ericsson. The delivery term is DAP (Delivery at Place) INCOTERMS 2020, with point of delivery stipulated in the purchase order or otherwise agreed.
- 2.2 Supplier must pack and mark Hardware in accordance with Ericsson's instructions, at a minimum including the purchase order number, any Hardware number and other identifier in any shipping document. Supplier's price includes packing and other protection required to protect Hardware from damage or deterioration while in transit.

3 Hardware Documentation

Ericsson owns copyright and any other IPRs to Documentation that Supplier specifically prepares for and delivers to Ericsson under the purchase order. Ericsson may copy and use Documentation without restriction for the purposes of selling, installing, maintaining and other use of the Hardware.

4 Hardware warranty

Supplier warrants that Hardware performs and conforms to the specifications and other written agreed requirements and is free from any defect or non-conformity in design, materials and workmanship. The warranty period is 27 months from the date Ericsson accepts the Hardware delivered, unless set out otherwise in the purchase order. Supplier must promptly at its own cost repair or replace with new defect-free Hardware if the Hardware does not comply with the warranty during the warranty period. Any return of Hardware is at Supplier's risk and cost. Supplier is liable for any defect or non-conformity in the replaced or repaired Hardware under the same terms as the original Hardware for a new warranty period of 27 months from the delivery date of the replaced or repaired Hardware.

5 Hardware product liability

Supplier must indemnify Ericsson for any expense, loss or damage that defective Hardware causes to persons or property (other than the Hardware itself).

6 Systematic defect

- 6.1 Supplier must remedy any systematic defect in a Hardware. A "systematic defect" is one or more defects with substantially the same root cause that appear, or may appear, in more than 1% of Hardware units (including revision or replacement) delivered during any time period Ericsson determines to be relevant to the root cause, and found within 5 years after the latest delivery date of such Hardware.
- 6.2 Ericsson or its appointed subcontractor may take any corrective action that Ericsson determines necessary to mitigate and correct each Hardware affected by a systematic defect, including failure analyzes, repairs, replacements or substitute purchases.
- 6.3 For each Hardware affected by systematic defect, Supplier must promptly, until the systematic defect ceases:
 - (a) at no cost to Ericsson, replace all units of affected Hardware;
 - (b) pay Ericsson's actual costs that are incurred (i) to identify, investigate and analyze the scope and consequences that result from the systematic defect, and (ii) to remove and replace all units of affected Hardware at each site where the Hardware is located, including if Ericsson takes such action as set out above; and
 - (c) indemnify Ericsson for any other expense, loss or damage that Ericsson incurs in connection with the systematic defect.

PART B – SOFTWARE TERMS

7 Software license grant

- 7.1 Supplier grants to Ericsson a world-wide, non-assignable, non-exclusive and perpetual license to use, make, have made and reproduce all or part of Software and Documentation to: (a) evaluate and test them; (b) develop, modify, merge, integrate and incorporate them into other hardware, software or other products and documentation; (c) distribute free of charge to demonstrate, trial and evaluate Ericsson products; (d) use and provide services within the Ericsson group; (e) provide services to Ericsson customers, including for hosting and as-a-service; (f) re-brand, market, license, sell and distribute the Software or Documentation (i) merged, integrated, or incorporated into Ericsson products or into other documentation as applicable; or (ii) standalone in connection with or for use with Ericsson products, for use by customers for internal purposes or for providing services to its customers; and (g) make as many copies of them as required to exercise the rights in this subsection and for back-up purposes. Ericsson may sublicense the rights in this subsection to Ericsson Affiliates and to Ericsson's subcontractors and other business partners. Ericsson may also sublicense the rights in sub-items (a), (c), and (e)-(g) to distributors.
- 7.2 Ericsson must not decompile or reverse engineer Software, except (a) to the extent required to interoperate it with other independently created software or (b) as mandatory law permits. Supplier must provide Software without any kind of locking mechanism. Ericsson and its sublicensees may transfer a copy of Software between users, computers, servers or networks within these organizations.

8 Software delivery

Supplier must deliver the ordered number of copies of Software and Documentation to Ericsson: (a) through a web-based system within two Business Days after Supplier's acceptance or deemed acceptance of the purchase order; and (b) on the tangible media and format Ericsson specifies, within two weeks after Supplier's acceptance or deemed acceptance of the purchase order. The delivery term for the Software and Documentation on tangible media is DAP (Delivery at Place) INCOTERMS 2020, with point of delivery stipulated in the purchase order or otherwise agreed.

9 Open Source Software

- 9.1 Supplier must comply with every Open Source Software license that applies to Software.
- 9.2 Supplier must secure that all Open Source Software that the Software contains is listed in the Agreement in the format requested by Ericsson. On Ericsson's request, Supplier must provide Ericsson with all information and materials related to such Open Source Software that Ericsson reasonably requires. Supplier must update all lists and materials it provides under this subsection, as is necessary to ensure that such lists and material always remain accurate and reflect the current state of the Open Source Software, promptly and no later than 10 Business Days after the event that necessitated the update.
- 9.3 If a third party requests Ericsson to provide source code for all or a portion of Software because of an alleged obligation under an Open Source Software license, and Supplier has not provided Ericsson with the requested source code, then Supplier must promptly provide such source code to Ericsson upon its request. Ericsson will notify Supplier and refer the third party requestor to Supplier.

10 Software maintenance and support

If stated in the purchase order, Supplier must provide maintenance and support services for Software and Documentation in accordance with terms in Part D below and any further terms set out in the relevant purchase order.

11 Software warranty

11.1 Supplier warrants that:

- (a) Software, performs in accordance with and conforms to the relevant specification and meet any other written agreed requirements during a period of 24 months from date of delivery to Ericsson;
- (b) any update and upgrade that Supplier provides does not have an adverse effect on Software's overall performance or function and is fully backwards compatible with Software that Supplier has previously delivered, unless otherwise agreed in writing;
- (c) it has and will maintain sufficient rights in Software and Documentation (including any third party IPR) to grant the rights and licenses in the Agreement; and
- (d) Software does not and will not contain any (A) Open Source Software not listed in the Agreement or otherwise agreed to in writing by Ericsson; (B) Open Source Software that may adversely affect Ericsson, its customers or other business partners software (such as imposing on any of them to make it public or otherwise available to third parties); (C) third party software not included in the Software license grant in the Agreement; or (D) harmful code, program, instruction or mechanism (including computer virus) that in relation to Ericsson, its customers or other business partners could (i) monitor or gain unauthorized access to any system or data; (ii) damage, destroy, or alter Software or other software; or (iii) reveal, damage destroy, or alter any data or other information that Software accesses or processes.

11.2 Without limiting Supplier's other obligations or liabilities, Supplier must promptly, at its own cost correct, replace or otherwise remedy Software if the Software does not comply with each warranty given in the previous subsection.

PART C – CLOUD SERVICES TERMS

12 Set Up Services

Supplier must provide Ericsson the Set Up Service promptly and by the mutually agreed completion date, and in a professional and workmanlike manner by qualified personnel. This may include activities like establishing Ericsson's service account, providing access to a

service portal and other services, as further described in the agreed specification or requested by Ericsson.

13 Use rights

- 13.1 Ericsson will have a world-wide, sublicensable and transferable to Ericsson Affiliates, non-exclusive, right to access and use the Cloud Services (a) free of charge for test and evaluation purposes, (b) for its own internal use, (c) to provide services within the Ericsson group; and/or (d) to provide services to Ericsson customers either merged with Ericsson solutions, or on a stand-alone basis. Ericsson may sublicense the rights under items (c) and (d) to its subcontractors and other business partners.
- 13.2 Ericsson will not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the Cloud Services, except to the extent permitted by applicable law or license.
- 13.3 Supplier retains all IPR in and to all underlying software that operate the Cloud Services (including any APIs) and any modification of such software made by Supplier. Ericsson, Ericsson Affiliates and Ericsson customers retain all ownership and IPR related to their software, content or data, including the Ericsson Data, they use in connection with the Cloud Services. Nothing in relation to Cloud Services is construed or to be interpreted as licensing or transferring of any IPR from Ericsson, Ericsson Affiliates or Ericsson customers.

14 Performance

- 14.1 Supplier will provide the Cloud Services from the Service Commencement Date and as set forth in the agreed specification and in a manner that satisfies the applicable Service Levels and other agreed performance criteria, with care, quality and diligence and in a highly efficient and professional manner.
- 14.2 Supplier will fulfil its responsibilities up to and including the Service Delivery Point.
- 14.3 Supplier will continuously enhance the Cloud Services, without degrading functionality and provided it will not have a negative impact on Supplier's ability to deliver the Cloud Services as per agreed specification and notably the Service Levels. Supplier must send six months prior notification to Ericsson to inform of any modifications to the Cloud Services adversely affecting its functionality or performance. If Ericsson can reasonably demonstrate any impact of any modification on its ability to use the Cloud Services as intended, then Ericsson may either, at its own discretion, request and receive a reasonable compensation for such impact from the Supplier or terminate the related purchase order without any liability (such as early termination fee). For the avoidance of doubt, Supplier must not withdraw or alter any feature or functionality of the Cloud Services without prior written agreement with Ericsson.
- 14.4 Supplier will implement reasonable and appropriate industry-standard measures designed to secure the Cloud Services and Ericsson Data against accidental or unauthorised loss or access. Supplier will promptly notify Ericsson of any unauthorised third-party access of Ericsson's content that Supplier becomes aware of and use its best efforts to fix any identified security vulnerability.

15 Warranty

- 15.1 Supplier warrants at all times that:
 - a) Cloud Services will be provided (i) in a professional manner consistent with best in class industry standards, and (ii) perform in accordance with and conforms to the relevant agreed specification including the agreed deployment time plan and meet any other written agreed requirements;
 - b) any update and upgrade of any software used by Ericsson through the Cloud Services does not have an adverse effect on the overall functionality or performance of the Cloud Services;

- c) the Cloud Services and any related software do not and will not (i) contain programming instruction or set of instructions that could damage, interfere with, intrude in, disable or otherwise adversely affect any function, software or material connected to it at Ericsson, its customers or other business partners, (ii) monitor or gain unauthorized access to any system or data of Ericsson, its customers or other business partners, or (iii) push any tracking technology such as, but not limited to, cookies allowing to track the use of the Cloud Services, and that
 - d) it has and will maintain all rights and interests needed to provide the Cloud Services.
- 15.2 Without limiting Ericsson's other rights or remedies, Supplier will promptly at its own cost correct, replace or otherwise remedy Cloud Services to the extent they at any time do not comply with each warranty given in the previous subsection.
- 15.3 Supplier must not make use of or incorporate into the Cloud Services any software that as part of its terms of use would necessitate the release of any Ericsson proprietary source code, or incur on Ericsson any other obligation than those agreed in the Agreement.

16 Ericsson Data

- 16.1 Supplier's data centres must be located in the country or countries specified in the Agreement. Supplier must in writing prior to processing and storing Ericsson Data inform Ericsson where the Ericsson Data will be processed, stored and from which countries Ericsson Data is or may be accessed. Any change of location of data centres need to be approved in advance by Ericsson in writing.
- 16.2 Ericsson Data must be processed and stored in separate logical partitions. Any Ericsson Data must be encrypted throughout its lifecycle, including at rest and when in transit. Access to encryption keys must be limited to agreed named persons on the need to have basis. Ericsson Data must be preserved by Supplier as recorded, including primary data and secondary information (metadata and logs). Where information is added to Ericsson Data by the Supplier, this must be noted in writing logs.
- 16.3 Supplier must organize access controls in such a manner that if Supplier needs to access Ericsson Data, prior written approval by Ericsson is required before access is granted. Such access control must be organized by Supplier in a secure and auditable manner. Supplier must provide visibility to Ericsson for all access to Ericsson Data.
- 16.4 Supplier must only use Ericsson Data to provide the Cloud Services, and furthermore, Ericsson Data must be retained for only as long as necessary to fulfil contractual obligations, or as required by law or regulations.
- 16.5 Supplier must keep audit logs in a tamper resistant manner for at least two years after access to the Ericsson Data by Supplier. These logs must contain at least username, date and time, whether the access was successful or not, the asset accessed, the activity executed on the asset (e.g. deleted, changed, created, etc.). Supplier will provide access logs on-line upon Ericsson's request and reasonable advance notice. When requested by Ericsson, Supplier will provide access to computer-based data, irrespective of the medium on which such data is stored, and Supplier must for this purpose permit access to hard copy data and information such as documents, printouts and similar.
- 16.6 Upon notice of termination and upon actual expiry of the Cloud Services, Supplier must, at no cost and within five Business Days from such notice or expiry respectively, provide Ericsson with (a) all Ericsson Data, in a readable format which is commonly recognized as industry standard on the market for similar services and in such a way that the Ericsson Data included can be easily recreated, and (b) support during such the transition until the Ericsson Data can be fully recovered or ported into the new Ericsson or partner system. Such Ericsson Data must be kept by Supplier until the above described transfer is fully confirmed and agreed by Ericsson. Thereafter, all remaining Ericsson Data must be destroyed by Supplier and Supplier must within five Business Days therefrom confirm the same in writing to Ericsson.

PART D – SERVICE TERMS

17 Service performance and Service Result

Supplier will provide and complete the Service as set forth in the purchase order, agreed specification, agreed Service Levels (if any) and other agreed performance criteria, with due professional care, quality and diligence, within the time for completion specified in the purchase order.

18 Supplier Personnel – Service

- 18.1 Supplier will only engage Supplier Personnel who possess sufficient competence and experience and are suitable for providing the Service. Supplier must promptly replace any Supplier Personnel who does not meet these criteria or whom Ericsson considers difficult to co-operate with, without cost to Ericsson or delay in providing the Service.
- 18.2 If Supplier performs any part of the Service at Ericsson's premises, Supplier Personnel must observe the normal business hours at the Ericsson premises.
- 18.3 Supplier will not without Ericsson's prior written approval transfer Supplier Personnel assigned to any ongoing Service to another assignment.
- 18.4 Supplier will not assign any Supplier Personnel engaged in the Service to any identical or similar projects for any Ericsson competitor or customer during the period when the Service is performed and the twelve months' period after the Service is completed.

19 Service reporting and approval

- 19.1 Supplier must continuously document Service work in progress and regularly report it to Ericsson's contact as Ericsson instructs.
- 19.2 When Supplier completes the Service, Supplier must provide (and upon Ericsson's request demonstrate) the Service Result, including a completion report, to Ericsson for approval. Supplier must prepare the completion report in accordance with Ericsson's reasonable instructions.
- 19.3 Ericsson will notify Supplier about its approval or rejection within 25 Business Days (or such longer time as Ericsson may reasonably request) after the Service Result (including demonstration, if requested) and completion report have been provided to Ericsson. If Ericsson rejects all or part of the Service or Service Result, Supplier must: (a) undertake the necessary corrective measures immediately at its own risk and expense; and (b) provide a report on the corrective measures taken, a revised completion report and (if applicable) a corrected Service Result to Ericsson for a new approval in accordance with this section.

20 Ownership and use rights – Service and Service Result

- 20.1 Ericsson will own and Supplier transfer all IPR in or related to each Service Result when such Service Result is created. Supplier must, at no extra cost to Ericsson: (a) notify Ericsson of any Service Result IPRs, including any invention; (b) do each thing necessary to enable Ericsson to become the registered owner of such Service Result IPRs, including entering into any necessary agreement with Supplier Personnel or any other person. The Service Result ownership or transfer in this section excludes any Background.
- 20.2 If any Service Result contains, depends on or requires Supplier's Background, Supplier must inform Ericsson of this and grants Ericsson a perpetual, world-wide, royalty free right to use, make and have made such Supplier's Background in any way to internally or otherwise exploit or use the Service Result, including developing, modifying and creating derivative works, and to grant or sublicense to others the rights granted in this subsection.
- 20.3 Supplier and its subcontractors engaged for the Service may only use Ericsson's Background in accordance with Ericsson's written instructions and only to the extent necessary to perform the particular Service for which Ericsson has made such Background available.

- 20.4 Supplier (including Supplier Personnel and any subcontractor) does not have any right to sell, license, market, use, alter or modify any Service Result for any purpose.
- 20.5 Supplier must always obtain Ericsson's written approval before it includes or makes Service Result dependent on any third-party code or IPR, including any Open Source Software. If Supplier includes any third-party code or IPR in a Deliverable, or makes a Service Result depending on it, Supplier:
- (a) grants Ericsson a perpetual, world-wide, royalty free right to use such third-party code or IPR in any way to internally or otherwise exploit or use the Service Result, including developing, modifying and creating derivative works, and to grant or sublicense to others the rights granted in this subsection; and
 - (b) warrants that such license and use right in subsection (a) does not include any third-party licensing terms or restrictions, including open source or copyleft terms, that adversely affect Ericsson's or Ericsson Affiliates software (such as making it public or otherwise freely available) or Ericsson's or Ericsson Affiliates ability to exploit or use the Service Result.

21 Service warranty

Supplier warrants that the Service and Service Result conforms to the relevant agreed specification and meets any other written agreed requirements and is free from any defect or non-conformity in design, materials and workmanship. The warranty period is 24 months from the date Ericsson approves the Service and Service Result. Supplier must promptly at its own cost reperform the Service and/or rectify the Service Result if the Service or Service Result does not comply with the warranty during the warranty period.

PART E – GENERAL TERMS

22 Pricing and invoicing

- 22.1 Unless otherwise agreed in writing, the prices stated for each Deliverable in the relevant purchase order represent the total remuneration payable by Ericsson to Supplier, including all Supplier costs, taxes, charges and duties for performance and delivery of the Deliverable.
- 22.2 The purchase order for the Service will specify if the Service is for fixed price or on time and materials basis. If this is not specified, the Service is for fixed price. Price for a Service performed on time and materials basis is calculated by fixed monthly, daily or hourly rates. The rates include all Supplier Personnel costs (including overtime) and all other Supplier costs (such as for hardware and software tools and connectivity), taxes, charges and duties, traveling expenses, allowances and disbursements required for the Service. Supplier must provide Ericsson with detailed and specified working time reports to verify reported working hours and delivered Service Results. Supplier may issue an invoice only after Ericsson's approval of each working time report in writing, and Supplier may only invoice productive working time. Ericsson will only pay any additional or travel costs to the extent approved by Ericsson in writing. Supplier must verify such cost in accordance with applicable Ericsson travel regulations.
- 22.3 To be valid, Supplier's time and materials Service invoice: (a) must contain a reference to the purchase order, Supplier name and address, specification of the work in accordance with the working time reports Ericsson has approved; and (b) may only be submitted quarterly in arrears for the entire agreed fee rates and costs during the latest quarter.
- 22.4 Except for any time and materials Service invoice in previous sub-section, to be valid, Supplier's invoice: (a) must contain a reference to the purchase order, Supplier name and address, specification of Deliverable, and otherwise comply with any purchase order invoicing requirements or as otherwise agreed; and (b) may only be submitted after Ericsson approves the Deliverable as set out in the Agreement or the purchase order (if approval is not applicable, invoice may be submitted after delivery of the Deliverable).

23 Terms of payment

Despite what may apply under applicable law, Supplier expressly consents that Ericsson must pay Supplier within 120 days from date when Ericsson receives a valid and correct invoice from Supplier in accordance with the 'Pricing and invoicing' section. Further guidelines and requirements for invoices, including support for e-invoicing and supplier self-service, can be found at: <http://www.ericsson.com/thecompany/sourcing/supplier-partner-resources/invoicing-payments>.

24 Taxes

Each party is responsible for its own taxes. Subject to the agreed delivery term, Supplier is responsible and liable for any tax or other government authority charge (including withholding tax) levied or assessed under the Agreement, including for Supplier Personnel and subcontractors. Prices exclude VAT or similar taxes. Ericsson will pay VAT or similar taxes that Supplier properly invoices if the invoice states the amount of VAT or similar taxes and otherwise complies with relevant tax authority requirements. Supplier indemnifies Ericsson against any claim based on Supplier violating its VAT or similar obligations or Supplier Personnel or subcontractors under applicable social security or tax legislation. Supplier may not increase prices by any withholding tax. If, under present or future law, any tax is withheld on any payment to be made by Ericsson, Ericsson will deduct the withholding tax from Supplier payment, pay the tax to the relevant tax authority, and forward to Supplier the official tax receipt for Supplier's tax credit claim.

25 Delay

- 25.1 If Supplier anticipates that it will fail to deliver or complete a Deliverable by the agreed date, Supplier must as soon as possible notify Ericsson in writing, stating the delay cause, the mitigation measures taken and the new estimated delivery or completion date. If Supplier fails to give such a delay notice in the preceding sentence, Supplier must compensate Ericsson for additional expense, loss and damage that Ericsson incurs. The delay notice does not negate Supplier's liability for delay under the Agreement or applicable law.
- 25.2 If Supplier fails to deliver or complete a Deliverable by the agreed date for any reason other than Ericsson's default, Ericsson is entitled to liquidated damages of 5% of the relevant purchase order price for each commenced week of delay. The liquidated damages may not exceed a total of 40% of the relevant purchase order price. In addition to liquidated damages, if a delay has a significant adverse impact on Ericsson's purpose for the Deliverable, or the delay has continued for more than two weeks, Ericsson may cancel the relevant Deliverable purchase order or part of it. Right to liquidated damages and termination as now said does not limit any other rights or remedies available to Ericsson in contract or according to law due to a delay.

26 Service Levels

- 26.1 For Cloud Services or other Service for which Service Levels apply, the Service Level performance must be reported by Supplier to Ericsson on a monthly basis, within two Business Days from the end of each month, or at a more frequent interval if agreed.
- 26.2 If Supplier does not meet a Service Level, the applicable service credits as specified in the agreed specification is payable to Ericsson. Supplier will apply the service credits against the next invoice as a reduction of the fee or price charged, unless otherwise directed by Ericsson. Reduction for or payment of service credits does not limit any other rights or remedies available to Ericsson in contract or according to law due to failure to meet a Service Level.
- 26.3 Substantial or recurring failure to meet one or more Service Levels will be considered material breach of contract.

27 Termination

- 27.1 A party may terminate the Agreement immediately upon written notice: (a) in case of material breach by the other party, on the condition that it gives the other party, when reasonably possible, 20 Business Days to rectify and remedy its breach, or (b) the other party ceases its business, cannot pay its debts when due, or is subject to insolvency or bankruptcy proceedings.
- 27.2 Ericsson may terminate the Agreement and/or any purchase order under it immediately at any time by written notice if: (a) material changes take place in the conditions of ownership of Supplier; (b) Supplier agrees to transfer its business to company that competes with Ericsson or with a company closely connected with Ericsson; (c) Supplier is unable to obtain or maintain any export or import license in accordance with the Agreement; (d) Ericsson determines reasonably that Supplier or any Supplier Personnel has breached any applicable anti-bribery or anti-corruption laws or regulations, or the Ericsson Code of Conduct for Business Partners or other compliance requirements set out in the Agreement; or (e) Ericsson is required to do so by law. For the avoidance of doubt, the right to rectify and remedy does not apply for Supplier in the situations covered in this subsection. Furthermore, Supplier shall promptly inform Ericsson in writing on the occurrence of an event covered by items (a), (b) or (c) above and provide Ericsson with reasonable details of such event.
- 27.3 Ericsson may terminate the Agreement and/or any purchase order under it without cause at any time. Ericsson will then, as its sole liability, pay for any Deliverable (or pro rata amount for such Deliverable) properly delivered or performed up to the termination date.
- 27.4 If the Agreement and/or a purchase order is terminated, Supplier must report to Ericsson on ongoing work in progress and any Deliverable, promptly but no later than seven Business Days after receiving the notice. Supplier must provide any Deliverable or any work in progress Deliverable to Ericsson and return all Ericsson documentation and materials to Ericsson.

28 Documentation - Ericsson document or material for Supplier use

- 28.1 Supplier must prepare and mark Documentation in accordance with the standards agreed between Ericsson and Supplier. If no Ericsson standard is agreed, Supplier may apply its own standards in accordance with internationally accepted technical and industry practice.
- 28.2 Any Ericsson document or material (including any equipment or software program) that Ericsson provides Supplier for Supplier to fulfil its obligations under the Agreement remains Ericsson's property. Supplier may only use such Ericsson document or material to perform its obligations in providing the Deliverable to Ericsson for which the Ericsson document or material are provided. Supplier may not copy or distribute any Ericsson document or material unless Ericsson gives prior written approval, and Supplier must always safeguard and store it properly. Supplier must promptly return all Ericsson document and material (a) when the relevant Deliverable is provided, or (b) upon Ericsson's request.
- 28.3 While any Ericsson document or material is in Supplier's or its subcontractors' control or possession, Supplier bears the risk of any loss, delay of, or damage to, such Ericsson document or material.

29 Quality, compliance & data protection

- 29.1 Supplier and each Deliverable must, as applicable, comply with:
- (a) all requirements imposed by any law or regulation that apply to the Supplier and each Deliverable and its production, sales, transportation or performance;
 - (b) the ISO 9001 quality system standards, the ISO 14001 environmental system standards, the ISO 45001 occupational health and safety management systems and the ISO 27001 information security standards (or equivalent standards, if expressly agreed in writing by Ericsson);

- (c) the Ericsson Code of Conduct for Business Partners, or such other similar code of conduct that is jointly agreed to in writing;
 - (d) the applicable requirements as specified in the latest versions of the (i) Ericsson Supplier Environmental Requirements, (ii) the Supplier Occupational Health and Safety Requirements, (iii) the Ericsson Baseline Information Security and Privacy Requirements for Suppliers, and (iv) the Ericsson Baseline Product Security Requirements for Suppliers, to the extent relevant for the Deliverables; and
 - (e) Ericsson's Directive on banned and restricted substances.
- 29.2 The latest applicable versions of the documents referred to under (c)-(e) above are available at: <https://www.ericsson.com/en/about-us/sustainability-and-corporate-responsibility/responsible-business/responsible-sourcing/supplier-requirements-related-to-responsible-sourcing>.
- 29.3 If Supplier accesses or processes personal data of Ericsson or its customers, Supplier agrees to comply with the Data Processing Clauses available at: <https://www.ericsson.com/en/about-us/sourcing/supplier-and-partner-resources/conditions-and-guidelines>.
- 29.4 Supplier represents and warrants that it and Supplier Personnel will at all times (a) refrain from engaging, whether directly or indirectly, in unethical and/or illegal conduct, including corruption, extortion, money-laundering, tax evasion, fraud and embezzlement, and (b) comply with all applicable anti-bribery and anti-corruption laws and regulations including, but not limited to, applicable local anti-corruption legislation and regulations, the US Foreign Corrupt Practices Act, the UK Bribery Act, and any such other relevant laws. Where the requirements of applicable anti-corruption laws or regulations conflict, Supplier must adhere to the most stringent applicable requirements. Supplier shall have adequate procedures and policies to support compliance with each such applicable law and regulation.
- 29.5 Supplier represents and warrants that in connection with the Agreement and its relationship with Ericsson, it has not and will not directly or indirectly promise, offer, or give any financial or other direct or indirect benefit to anyone to secure an improper advantage, including by influencing an act, omission, or decision of a Public Official. Supplier shall ensure that Supplier Personnel are bound by these representations and warranties.
- 29.6 Supplier represents and warrants that no Public Official (i) directly or indirectly owns any shares or other interest in Supplier, or (ii) serves as director, officer, agent, or other representative of Supplier, other than as specifically disclosed to and approved by Ericsson in writing prior to the execution of the Agreement. In the event the Supplier is a company listed on a recognized stock exchange, the representation and warranty under item (i) of this provision is limited to shareholders owning ten (10) percent or more of the Supplier's outstanding share capital.
- 29.7 Supplier agrees not to interact with any Public Official on behalf of Ericsson and not to engage any intermediary or subcontractor to engage in such interaction in connection with the Agreement without the prior written consent of Ericsson. Where so authorized, Supplier represents and warrants that it will ensure that such intermediary or subcontractor comply with the provisions set out in sub-sections 29.1, 29.3 and 29.4-29.7.
- 29.8 Supplier hereby agrees that it shall only request that payment be made to bank accounts controlled by Supplier and verified by Ericsson in connection with entering into the Agreement. Supplier represents and warrants it is the owner of and controls such bank accounts and that no other person has any interest in it. Should Supplier wish to switch any bank account after the initial verification by Ericsson, Supplier must request such change in writing and provide necessary information to Ericsson to verify that Supplier owns and controls the relevant account.
- 29.9 Supplier agrees to promptly notify Ericsson in writing no later than ten (10) business days - or such shorter time period as may be required under applicable laws or regulations - from acquiring knowledge of any alleged, actual, or potential violation of the provisions in sub-sections 29.1, 29.3 and 29.4-29.8 by Supplier or any Supplier Personnel.

29.10 Should Ericsson reasonably and in good faith believe that there may have been a breach of the provisions in sub-sections 29.1, 29.4 or 29.5 or such breach is likely to occur, Supplier shall at its own cost cooperate fully with Ericsson to determine whether such a breach has occurred, and, if it is likely to occur, take action to prevent the occurrence of such breach. Ericsson may, upon written notice, withhold further payments to Supplier under the Agreement until such time as it has been determined to Ericsson's satisfaction that no such breach has occurred or is likely to occur. Furthermore, if Ericsson determines reasonably that a breach of now mentioned sub-sections has occurred, Ericsson shall - without limiting any other rights or remedies it may have under the Agreement, at law or otherwise - have the right to terminate the Agreement immediately at any time upon written notice.

30 Export and import

Supplier must obtain and maintain any export license required for Supplier to provide Ericsson a Deliverable that contains export-controlled material (including hardware, software and technology) and only use Supplier Personnel who do not require an export license due to their respective citizenship or residence status, for working with Deliverables in aspects of relevance for such licenses. If access to the Hardware, Software or technology have been identified as a deemed export under US export controls or sanctions regulations, or other relevant regulations, and Supplier Personnel would require an export license to work with such Deliverables, the responsibility to ensure such export license fully resides with the Supplier, unless Supplier has been informed by Ericsson that there is no such requirement for the specific Deliverable. Supplier must inform Ericsson in writing of any constraints of performing support and services on the Deliverables due to applicable export control or sanctions regulations. Supplier must further inform Ericsson and issue all documentation on export, import or re-export that law or regulation requires or Ericsson reasonably requests. At the latest when the Agreement becomes binding between Ericsson and Supplier, Supplier must provide relevant required information about the Deliverable under US, EU or other applicable export administration regulations, including any export control commodity number (ECCN), country of origin, and United States Commodity Classification Automated Tracking System number (CCATS). Supplier must continually update the information and documentation for a Deliverable and immediately inform Ericsson of any revision. Supplier warrants that this Deliverable information and documentation is and will be correct.

31 Records, audit and inspection

- 31.1 Supplier agrees to maintain accurate and reasonably detailed books and records of its financial and other activities connected with this Agreement.
- 31.2 Ericsson may (itself and/or through an appointed third party) at any time audit and/or inspect any part of Supplier's books, records and/or premises during ordinary business hours to verify that Supplier complies with its obligations under the Agreement. Ericsson will give reasonable written notice of such audit or inspection. Supplier must at its own expense fully cooperate with Ericsson for such audit or inspection and make all relevant premises, books, records, data, documents and other information Ericsson reasonably requests available as well to have the relevant Supplier Personnel present to answer questions. Supplier must for such audits or inspections also use its best efforts to allow Ericsson to inspect the premises of Supplier's subcontractors. If the result of such audit or inspection shows that Supplier is non-compliant with the Agreement, Supplier must promptly act to correct the situation at its own expense and without cost to Ericsson. The audit rights in this section 31 shall survive any expiry or termination of the Agreement.

32 Insurance

Supplier will maintain the following minimum insurance coverage and any insurance required by applicable law: (a) General Liability with minimum limits of US\$ 1,000,000 per occurrence; (b) Work Injury and Employer's Liability with minimum local market standard limits and in compliance with legislation of the hiring and working jurisdictions; and (c) Professional Liability/Errors and Omissions including privacy breach with minimum limits of US\$ 1,000,000

per claim. For insurance (a), Ericsson will be granted “indemnity to principal status” and provided waiver of subrogation. At Ericsson’s request, Supplier will furnish Ericsson with certificates of insurance acceptable to Ericsson.

33 Infringements

- 33.1 Supplier must defend, hold harmless and indemnify Ericsson, Ericsson Affiliates, Ericsson’s subcontractors and customers for any expense, loss or damage (including reasonable attorney fees) arising from any claim brought against any of them based on the allegation that the sale, distribution or use of any Deliverable constitutes an infringement of any IPR or an unauthorized use of know-how, trade secret or other proprietary right. Ericsson will notify Supplier without undue delay after becoming aware that it has received such claim.
- 33.2 If a court determines that all or part of the Deliverable constitutes an infringement or unauthorized use, or grants an injunction stopping its sale, distribution or use, Supplier must promptly, at its own expense and at its option, either: (a) procure for Ericsson, Ericsson Affiliates, subcontractors and customers the right to continue the sale, distribution or use of the Deliverable; (b) replace the infringing part of the Deliverable with non-infringing Deliverable of equivalent function and performance; or (c) modify the Deliverable or its documentation so that it becomes non-infringing, without detracting its function or performance. The Supplier obligations in this section survive the Agreement’s termination for any reason.

34 Liability - Limitation of liability

- 34.1 Subject to 34.2, Supplier is liable for any expense, loss or damage caused to Ericsson due to breach (whether negligent or not) by Supplier, except to the extent the breach is caused by Ericsson.
- 34.2 Except as set out in next sentence, no party is liable to the other for any indirect, incidental, special or punitive damages of any kind arising out of the Agreement. Unlimited liability applies to: (a) liability under sections “Hardware product liability” and “Infringements”; (b) liability for breach of section “Confidentiality”; (c) damage and loss caused by Supplier or Supplier Personnel’s breach of security, data protection or privacy requirements; (d) death or personal injury; (e) damage to property caused by negligence; (f) damage and loss caused by a party acting with gross negligence or wilful misconduct; and (g) damage and loss that cannot be limited under applicable law.

35 Confidentiality

- 35.1 A party must (a) only use or copy any information or documentation that it receives under the Agreement to fulfil and manage its rights and obligations under it; (b) not disclose to any person, in any form or way, such information or documentation (including the Agreement); and (c) keep it secure and protected to a reasonable level of care against loss, damage, or unauthorized access.
- 35.2 A party may disclose such information or documentation to its Affiliate, employee, or contract personnel, but only if (a) that person needs to know to fulfil and manage the party’s rights and obligations under the Agreement; and (b) before disclosure, that person accepts confidentiality obligations substantially the same as in the Agreement; and (c) the party is liable for that person’s breach.
- 35.3 The previous two sub-sections does not apply to any portion of information or documentation that:
- (a) the disclosing party agrees in writing to be disclosed;
 - (b) is already or becomes publicly available, except by breach of confidentiality;
 - (c) is demonstrably developed at any time without use of such documentation or information; or
 - (d) was already known before disclosure or obtained at any time, without obligation of confidentiality.

- 35.4 Neither party can make a press release or other public statement without the other party's prior written approval. Supplier and supplier's subcontractor may only use Ericsson's or any Ericsson Affiliate's name, logotype, trade name or trademarks in any Supplier information or material of kind if Ericsson or Ericsson Affiliate gives its prior written approval.
- 35.5 The confidentiality provisions in this section apply for five years after the date the Agreement terminates for any reason.

36 Force majeure

Neither party is liable for any failure or delay to fulfil its obligations to the extent caused by any unforeseeable event beyond its reasonable control. If such event occurs, the affected party must promptly notify the other in writing with sufficient detail of the event. Both parties must use reasonable efforts to mitigate the effect of the event and the affected party must use reasonable efforts to fulfil its obligation as long as the event continues. If the event continues for more than three months, Ericsson may terminate the Agreement and/or impacted purchase orders, and pay Supplier the price for Deliverables provided or performed up to the termination date.

37 Governing law and dispute resolution

- 37.1 The laws of Sweden (excluding its conflict of law principles) govern all matters under the Agreement. The U.N. Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement or any transactions under it.
- 37.2 Any dispute arising out of the Agreement will be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce using three arbitrators, in Stockholm, Sweden, with all documents and proceedings in English.
- 37.3 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 the Agreement apply to the arbitration proceedings and documentation.

38 Other provisions

- 38.1 If there is a conflict between the documents in the Agreement: (a) this document prevails over other documents forming part of the Agreement unless otherwise is expressly stated in an overriding document duly signed by authorized representatives of both parties; and (b) subject to item (a), other documents of the Agreement prevails over each other in the order listed in the purchase order or, if not listed there, in the order they are dated (with latest date taking priority over earlier dated documents). However, if and to the extent a provision in an agreed lower ranked document explicitly refers to a specific provision in a higher ranked document and expressly states that the provision in the lower ranked document will prevail, then that provision applies between the parties.
- 38.2 Any amendment of the Agreement is to be agreed in writing by the parties to be effective.
- 38.3 Neither party may assign any right or transfer any obligation under the Agreement (including collateralize or otherwise encumber an invoice or Deliverable) unless it has obtained the prior written approval of the other party. But Ericsson may always assign the Agreement to any Ericsson Affiliate.
- 38.4 Supplier may not engage any subcontractor to perform under the Agreement, unless Ericsson gives its prior written consent thereto. Supplier is responsible and liable for acts or omissions of each subcontractor it engages. Ericsson may use subcontractors to exercise its rights under the Agreement. Ericsson will ensure that its subcontractors respect and comply with the provisions of the Agreement when exercising such rights on behalf of Ericsson.
- 38.5 The Agreement constitutes the entire agreement of the parties relating to the subject matter of the Agreement. It supersedes all other oral or written agreements, understandings, representations or courses of dealing relating to the subject matter of the Agreement. No

Supplier pre-printed standard terms (including order acknowledgement, quotation, offer, pop-up license or invoice) apply.

38.6 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 second 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.

38.7 Each party is an independent party and the Agreement does not constitute a partnership or agency relationship between the parties. Each party is responsible for determining the assignment of its employees and contractors, and for their direction, control, and compensation.

38.8 No waiver of satisfaction of a condition or non-performance under the Agreement is effective unless it is in writing and signed by the party granting the waiver.

38.9 If any provision of the 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 the Agreement is to remain in effect as written.

38.10 The parties intend that the Agreement is to be interpreted as if the parties have negotiated and drafted it jointly.

38.11 The parties intend that no person, other than the parties, has any cause or right of action under the Agreement.

38.12 The parties may sign the Agreement in several counterparts (including by way of electronic signing), each of which is deemed an original, but all of which constitutes one instrument.

38.13 Any terms that by their nature extend beyond the Agreement will survive termination and remain in effect until fulfilled.

39 Definitions

In addition to any specific definition set out in the beginning or in other parts of the Agreement, the following expressions have the following meanings:

Affiliate: (a) any legal entity that controls, is controlled by, or under common control with, a party; or (b) for Ericsson, Telefonaktiebolaget LM Ericsson (publ) or each legal entity that Telefonaktiebolaget LM Ericsson (publ) directly or indirectly controls.

Agreement: this document and all other documents agreed to form part of the agreement governing Ericsson's purchase of Deliverables from Supplier.

Background: any IPR that (a) either party owns or otherwise possesses before the date of executing the Agreement; and (b) either party may grant a license to the other party under the Agreement and (c) a party develops independently of and without relation to the ordered Service.

Business Days: a day on which banks are ordinarily open for business in the country of the Ericsson Affiliate issuing the purchase order.

Cloud Services: any cloud or similar service providing Ericsson with access and use rights to applications, functionalities and/or other resources, as applicable, delivered on demand over the internet, that Supplier will provide to Ericsson.

Deliverable(s): any Hardware, Software, Documentation, Cloud Services, Service and/or Service Result.

Documentation: any document or information required for Ericsson or its customers to use, install and maintain Hardware, Software, or a Service, as applicable. Documentation includes any form, drawing, manual and specification and any other type of material or information.

Ericsson: the Ericsson Affiliate issuing a purchase order to Supplier for purchasing of Deliverables.

Ericsson Data: all data provided by or on behalf of Ericsson, Ericsson Affiliate or any of their subcontractors or customers to the Supplier, and all data coming out as a result of refinement and enrichment carried out by the execution of the Cloud Services, including but not limited to personal data or any other data owned or controlled by Ericsson, an Ericsson Affiliate or any of their subcontractors or customers.

Hardware: any equipment, component, material, product, spare part or other movable property (including firmware embedded, required for the proper functioning of the Hardware) that Supplier will provide to Ericsson under a purchase order.

IPR: any registered or unregistered intellectual property right, or application of it, such as patents (including patentable inventions), copyright (including software code, creators rights, industrial designs and similar), database rights, utility models, mask work protections, rights to patterns, trademarks, domain name, trade and company names, know-how, methods, trade secrets and any right or protection of similar nature or having similar effect.

Open Source Software: Software having license terms that permits its source code to be accessed, used, modified, and shared by anyone.

Public Official: means, but is not limited to: (i) any elected or appointed official (whether in the military, executive, legislative or judicial branches of government) of a local, state, provincial, regional or national government (or of any department or agency of those types of government bodies), (ii) any government employee, part-time or full-time government worker, unpaid government worker, or anyone "acting in an official capacity" (i.e., acting under a delegation of authority from a government to carry out government responsibilities), (iii) any political party member, political party official, or candidate for political office, (iv) any official or employee of a public international organization such as the World Bank or United Nations, or of any department or agency of those types of organizations, or (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.

Service: any service (other than Cloud Services), including Service Result, that Supplier will provide to Ericsson.

Service Commencement Date: the date the Set Up Services, and the acceptance tests (if any), are successfully completed and the Cloud Services is provided to Ericsson.

Service Delivery Point: the Cloud Services access or delivery point, as further described in the agreed specification.

Service Levels: the service levels or key performance indicators to be applied for measurement of agreed levels of performance for Cloud Services or other Service, as set out in the agreed specification for it.

Service Result: any work, result, output or other item that Supplier develops or provides to Ericsson through a Service.

Set up Service: means the agreed activities and responsibilities to be performed by Supplier in order to enable Ericsson or an Ericsson Affiliate to access and properly use the Cloud Services from the Service Commencement Date.

Software: any software program that Supplier will provide to Ericsson or allow Ericsson use of under a purchase order, individually or included in a Hardware (including any firmware, application programming interface, software development kit) and any update, upgrade or copy of it.

Supplier: the company receiving a purchase order from Ericsson.

Supplier Personnel: any employee, contract personnel, consultant, agent or other person or entity that Supplier engages to perform under this Agreement, including subcontractors engaged by Supplier.