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

1. Structure and Scope

These GTCs shall apply to the purchase and provision of Deliverables where a Purchase Order does not reference any duly executed contract between Buyer and Supplier. In such case, the Purchase Order including any Specification, these GTCs and any annexes referenced herein (collectively referred to as “Agreement”) comprises the sole agreement between Buyer and Supplier. The following annexes form part of the Agreement (“Annexes”):

1) Telia Company Supplier Code of Conduct;
2) Anti-Corruption Contract Clause;
3) Environmental Requirements Product Supplier (if applicable);
4) Environmental Requirements Service Suppliers – Construction and Maintenance (if applicable); and
5) Telia Company Security Directives (if applicable).

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

2. Acceptance of Terms

The Purchase Order constitutes an offer by Buyer to purchase the Deliverables subject to the Agreement. The Purchase Order may be sent electronically to Supplier.

Supplier shall be deemed to have accepted the Agreement by accepting a Purchase Order (to the exclusion of any other terms and conditions attached to such acceptance or any purported incorporation of terms other than these GTCs) or by delivering or performance of any Deliverables, at which point the Agreement shall come into existence.

3. Supplier’s and Buyer’s Obligations

3.1 Supplier shall fulfil its obligations under the Agreement and is responsible for the Deliverables meeting the Specification. The Deliverables shall be purveyed with the level of expertise, training and skills called for by the assignment in question and following a good technical practice and business-like manner.

Supplier shall promptly inform Buyer if, in order to perform Supplier’s obligations under the Agreement or to use the Deliverables, it is necessary to obtain permits, licences or authorisations from authorities or others.

3.2 Supplier shall ensure that the defined scope of supply in quality and essence is sufficient in order for Supplier to meet the Specification when providing the Deliverable(s).

3.3 Supplier shall, upon Buyer’s request, work with other appointed suppliers of Buyer in order to provide the Deliverables under the Agreement. This means, inter alia, to interwork with external systems or networks which are out of Supplier’s scope of supply.

The interfaces between separate suppliers in their respective roles in providing for instance specifications, development, and maintenance, shall when applicable be regulated by a separate agreement between such suppliers.

3.4 If co-operation between Supplier and above-mentioned suppliers causes conflicts or prevents or substantially hampers co-operation, the suppliers shall use best efforts to resolve the issues between themselves.

3.5 Supplier shall comply with all Regulatory Requirements that are applicable to Supplier and/or the Deliverables. Supplier shall also ensure that any advice or recommendation given to Buyer is in compliance with legislation, regulations, and established practices.

3.6 Supplier shall comply with all policies and directives that form part of this Agreement including the Annexes referenced above. Supplier shall without delay inform Buyer of any suspected breach of its obligations under these Annexes. Failure by Supplier to comply with any part of this section 3.6, shall constitute a material breach of the Agreement, which gives Buyer the right to terminate the specific Purchase Order, at its sole discretion. For the avoidance of doubt, any termination due to material breach under this section 3.6 shall be effective immediately and shall not be subject to the timeframes set out in section 23.2 below.

3.7 Supplier shall not copy or reproduce information on data files, hard copy or other tangible media which results in the removal of any marking of ownership or of security class. Supplier shall always handle information on data files, hard copy or other tangible media in a way that results in that considerable effort is required for
any unauthorized persons to gain access to the information, regardless of if the information is handled within Supplier’s premises or not.

3.8 Buyer shall be responsible for the accuracy of the information provided to Supplier.

4. Deliverables

4.1 What is stated in this section shall apply to Supplier’s provision of Deliverables (i.e. Result Services, Resource Services, Consultants, Continuous Services, Goods, Software and Software-as-a-Service).

4.2 Supplier shall provide the Deliverables according to the Specification and as generally set out in the Agreement.

4.3 In the event the cost, work or schedule estimates for the completion of delivery of the Deliverables prove substantially different from those stated in the Agreement, Supplier shall inform Buyer to this effect in writing without delay. Buyer shall then have the right to immediately discontinue the Deliverables, to stop further payments for work not yet performed and to terminate the Agreement in accordance with the applicable provisions in section 23.

4.4 Buyer attaches great importance to timely fulfilment by Supplier of Supplier’s obligations under the Agreement.

5. Warranty

5.1 Supplier shall at Supplier’s expense be obliged to remedy any non-compliance with the Specification occurring during a Warranty Period of twelve (12) months. All deviations from the Specifications are considered as non-compliant. Buyer’s acceptance of Supplier’s proposals, methods, acts or working results does not relieve Supplier from liability for any non-compliance which Buyer reasonably could not have discovered or foreseen at the time of acceptance.

5.2 Supplier’s responsibility does not include non-compliance due to:

   (a) incorrect use of any Deliverable(s) by Buyer;

   (b) Buyer’s unauthorised modifications to Deliverable(s);

   (c) defects in equipment or third-party software other than provided or approved by Supplier; or

   (d) incorrect information provided by Buyer to Supplier for the provision of the Deliverable(s).

5.3 Any non-compliance shall be remedied by Supplier:

   5.3.1 within a Cure Period of fifteen (15) calendar days from Supplier’s receipt of Buyer’s Notice of Non-Compliance where Supplier provides Result Services, Resource Services, Consultants, Continuous Services, Goods, and Software.

   5.3.2 within a Cure Period of two (2) business days from Supplier’s receipt of Buyer’s Notice of Non-Compliance where Supplier provides Software-as-a-Service.

5.4 When the Cure Period has ended, Supplier shall without undue delay demonstrate to Buyer’s satisfaction that the non-compliance has been remedied. Such remedy includes (at Supplier’s option):

   (a) Remedy the Non-Compliance by replacing the Deliverable or resuppling the Deliverable; or

   (b) Provide Buyer a full refund of the price paid for the Deliverable.

5.5 If Supplier has not remedied the non-compliance within the Cure Period, Buyer has the right to, at the expense of Supplier, remedy the non-compliance by itself or through a third party.

6. Additional Terms relating to purchase of Consultants

6.1 Where is stated in this section regarding Consultants is applicable to Consultants performing either Result Services or Resource Services.

6.2 On Buyer’s request, Supplier shall deliver individual competence profiles of Consultants engaged or to be engaged in a specific assignment. If Buyer requires or Supplier proposes a Consultant to be replaced, Supplier shall be obliged, within fifteen (15) calendar days, to appoint a new Consultant with equally good competence. The new Consultant shall be subject to approval by Buyer, such approval shall not to be unreasonably withheld. Supplier is, in such a case, responsible for the continuation of the assignment without adverse
6.3 Supplier shall, at Supplier’s own cost, be responsible for the training of the Consultants in order to provide the Result Service or the Resource Services. Buyer shall provide “Buyer specific training”, at Suppliers written request, if such training is necessary for Supplier in order to perform the Result Service or Resource Services under the Agreement.

7. Additional terms relating to purchase of Goods

7.1 What is stated in this section shall apply where Supplier provides Goods.

7.2 Supplier shall prepare a Consignment Note which shall include in minimum the following:

(a) Name of Supplier
(b) Purchase Order number
(c) Date of shipment and delivery
(d) Quantities and description of items; and
(e) Delivery Site

7.3 After Buyer’s reception of the delivery at the Delivery Site, Buyer shall inspect the delivery for visible damages and visible deficiencies and note any such damages or deficiencies on the Consignment Note. Any damages or deficiencies shall be remedied by Supplier without undue delay and at Supplier’s expense.

7.4 Goods delivered which are dead on arrival (DOA) shall be exchanged free of charge by Supplier. Supplier shall use its best effort to deliver the replacing Goods at the Delivery Site the calendar day following the day of delivery of the DOA Goods.

7.5 Buyer’s signing the Consignment Note shall not constitute acceptance of the delivery and it shall not affect Buyer’s rights under the Agreement. Nor shall Buyer’s signing of the Consignment Note constitute an acceptance of any Supplier’s terms and conditions that may be attached to the Consignment Note. Such terms and conditions shall have no force or effect.

7.6 All Goods shall be packed in a manner suitable for transport, handling and storing and which prevents any mechanical damages or atmospheric influence during transport.

7.7 Goods shall be properly marked by Supplier and shall reflect quantity and serial numbers.

7.8 The following additional provisions shall apply if and when Buyer is entitled to act as a distributor and shall supply the Goods to its End Users:

(a) Supplier hereby grants Buyer a non-exclusive right to purchase, market and resell the Goods to its End Users.

(b) When resell the Goods to Buyer’s End Users, Buyer shall market the Goods independently. Supplier shall assist Buyer in the marketing of the Goods and shall continually at its own expense, provide Buyer with sales brochures, catalogues, and other marketing material relating to the Goods.

(c) Buyer shall be entitled to use Supplier’s trademarks and brands for the purpose of promotion, advertisement, marketing and sale of the Goods.

7.9 Supplier warrants that the Goods are safe for their intended and/or agreed use and do not comprise any damaging or injurious properties or defects. Supplier shall ensure that the Goods comply with: (i) the Regulatory Requirements applicable to the total life-cycle of the Goods (from design, control and production, through handling and use, to end-of-life/recycling) and (ii) the requirements specified in the Black and Grey List in the Supplier Code of Conduct. Moreover, Supplier shall be responsible for relevant testing, preparation of technical documentation and quality assurance of the Goods before delivery to Buyer.

7.10 Supplier shall, upon Buyer’s request, promptly provide Buyer with all relevant technical documentation and/or other information required for Buyer to comply with its obligations under the Product Safety Requirements, regardless of whether Buyer, in relation to End User, is considered a manufacturer, importer or distributor of the Goods.

If Supplier becomes aware that the Goods pose a risk to the public interest (in particular on grounds of protection of health and safety of persons and protection of the environment), Supplier shall immediately inform Buyer thereof and immediately undertake at its own cost and expense all corrective measures necessary pursuant to Regulatory Requirements to eliminate that risk, including but not limited to
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market re-call and/or replacement of the Goods.

7.11 If the Goods do not meet any of the requirements specified in sections 7.8 – 7.9, Supplier shall be in material breach of the Agreement.

7.12 Supplier shall, at its own cost and expense, indemnify, defend and hold harmless Buyer from and against all claims, actions, lawsuits, inquiries, investigations and proceedings, and the resulting damages, fines, fees, penalties, losses, liabilities, expenses and costs (including the cost of judgments and settlements and legal and other professional adviser fees for defence of the claims), arising out of or caused by Supplier’s breach of Supplier’s obligations in the above sections 7.8 – 7.9.

Warranty

7.13 Subject to Goods which shall be resold by Buyer to consumer (End Users) which shall be subject to the specific mandatory warranty terms and conditions set forth under applicable national consumer law, Supplier warrants that the Goods during a Warranty Period of twelve (12) months will perform in accordance with the Specification and will be free from any deficiencies or defects in design, materials and workmanship.

7.14 Where Supplier remedies defects or deficiencies, or replaces Goods under Supplier’s warranty obligation, the remedied or replaced Goods shall be subject to a new Warranty Period, corresponding to the Goods’ remaining warranty period, or three (3) months from such remedy or replacement, whichever time period is the longest.

7.15 If the Goods cannot be repaired on its location, Supplier shall bear the cost for transportation to any alternative site for repair. Supplier undertakes to provide replacement of the Goods for the repair period if requested by Buyer.

8. Additional terms relating to purchase of Software

8.1 What is stated in this section shall apply where Supplier provides Software.

8.2 Supplier is responsible for ensuring that all Software (including third-party software) licensed complies with the Agreement. That means inter alia, that any terms and conditions in a click-to-accept agreement, click-wrap or similar type of “contract by adhesion” which deviate from the terms and conditions in the Agreement shall be deemed null and void regardless if Buyer has accepted such Software by click-to-accept or a similar way or not. Supplier shall indemnify, defend and hold Buyer harmless from any third-party claim alleging that Buyer is bound by any such third-party software licence terms.

Non-Customized Software

8.3 Title to all Intellectual Property Rights in or related to Non-Customized Software, including updates, upgrades, new versions and new releases, shall remain with Supplier or a third party.

8.4 Unless otherwise agreed, Supplier grants to Buyer a non-exclusive, worldwide, and perpetual licence to use the Non-Customized Software (including updates, upgrades, new versions and new releases) for its own business purposes. For the avoidance of doubt, the licence shall allow Buyer to use said Software for the purposes of providing products and services to Buyer’s End Users under this Agreement.

8.5 Buyer shall have the right to transfer and/or sublicense in whole or in part the licence and Software to an Affiliate of Buyer. Buyer shall have the right to transfer, install and/or re-install in whole or in part any Software to another hardware, site or location upon prior written notice to Supplier.

8.6 If Buyer according to the Agreement is entitled to sublicense the Software to its End Users, the following shall apply:

(a) Supplier hereby grants to Buyer the right to sublicense to its End Users the Software and relevant updates of the Software.

(b) Buyer shall have the right to use the Software for the provision of hosted services to End Users.

(c) Buyer may, solely for marketing purpose, use Supplier name and trademarks. The use of such name and trademarks shall be in accordance with the guidelines issued by Supplier. Supplier’s trademark means the name and logotype of Supplier (company trademark) including all related URLs and it is fully owned by Supplier.

8.7 Buyer may allow third-party consultants or
8.8 Except to the extent required by law, or to the extent permitted in the Agreement, Buyer shall not alter, modify, adapt, decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software.

8.9 If the Deliverable(s) include Non-Customized Software owned by a third party, Supplier will make all reasonable efforts in order for Buyer to obtain the rights set out in this Agreement. If this is not possible, the deviating third-party licence terms have to be expressly approved in writing by Buyer before any delivery of such third-party software.

8.10 Supplier shall at Buyer’s request specify and make available to Buyer any software interfaces of the Non-Customized Software needed for the implementation of additional software applications and permit Buyer the use of such interfaces for the purpose of developing additional software.

8.11 If Supplier uses Open Source Software, and the Open Source Software is or may become part of the Deliverable(s) in any way, Supplier shall immediately inform Buyer of such use. Supplier agrees that the Non-Customized Software does not include Open Source Software which is subject to any statutory or contractual requirement that would restrict Buyer’s right to use or resell the Non-Customized Software.

8.12 Supplier confirms that the updates provided by Supplier will not have a material adverse effect on the overall performance of the Software or the functioning of the Software or be incompatible with the previous version of the Software.

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

8.14 Supplier shall have no right to utilise the Customized Software in its own operations.

9. Ordering Procedure

9.1 Purchases shall always and only be made by Buyer by placing a Purchase Order. The Purchase Order shall be in writing and shall contain, without limitation, a list of ordered Deliverables, prices, a statement regarding delivery date, information concerning Delivery Site and an invoicing address.

9.2 If no written order rejection has been received within five (5) business days after Buyer has placed the Purchase Order, the Purchase Order is deemed to have been accepted by Supplier as such.

9.3 Supplier is not granted any exclusivity in relation to the supply of Deliverables to Buyer and Buyer is always free to source Deliverables identical or similar from other suppliers.

10. Delivery and Acceptance

10.1 Supplier shall deliver the Deliverables to the delivery address on the delivery date set out in the Purchase Order. Any specific shipping terms shall be set out in the Purchase Order, failing which, Supplier shall deliver the Deliverables DDP (Delivered Duty Paid, Incoterms 2010) at Buyer’s designated place. For Software, Supplier shall make the Software and related documentation available for download or as otherwise agreed on the delivery date specified in the Purchase Order.

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

10.2 Buyer may carry out an Acceptance Test on the Deliverables within one month after delivery to determine whether the Deliverables comply
10.3 Buyer shall not be obliged to start any Acceptance Test, until:
(a) all and complete Deliverable(s) has been delivered;
(b) all relevant software and hardware has been installed on site ready for operation;
(c) all relevant training has been performed; and
(d) all relevant documentation has been delivered.

10.4 In the event the Acceptance Test is not successful, Buyer shall provide a Notice of Non-Compliance to Supplier. Buyer may provide Supplier with Notices of Non-Compliance continuously during the Acceptance Test. The non-compliance shall be remedied by Supplier within a Cure Period of fifteen (15) calendar days from Supplier’s receipt of Buyer’s Notice of Non-Compliance. When the Cure Period has ended, Supplier shall without undue delay demonstrate to Buyer’s satisfaction that the non-compliances have been remedied.

10.5 An Acceptance Certificate shall be issued and signed by Buyer no later than fifteen (15) calendar days after the Acceptance Test has been successfully performed. In the event Buyer does not issue an Acceptance Certificate within fifteen (15) calendar days after the Acceptance Test has been successfully performed, Buyer shall be deemed to have accepted the Deliverable.

10.6 Supplier shall reimburse Buyer any direct costs incurred by Buyer from repeated tests due to reasons attributable to Supplier. Supplier shall be entitled to be present at the Acceptance Tests, provided that Supplier’s presence does not impair Buyer’s activity. Buyer shall always be entitled to conduct Acceptance tests regardless of whether Supplier is present or not.

10.7 Acceptance does not relieve Supplier from its responsibilities and liabilities under the Agreement.

10.8 Where the Acceptance Test has been successful for parts of, but not all, Deliverables, Buyer may use the compliant Deliverables while the non-compliant Deliverables are being remedied by Supplier. However, no Deliverable will be considered accepted until all Deliverables have passed the Acceptance Test.

10.9 If Supplier has not remedied the non-compliance within the Cure Period, Buyer has the right to, at the expense of Supplier, remedy the non-compliance by itself or through a third party.

10.10 If the non-compliance cannot be cured, Buyer is entitled to a price-reduction corresponding to the non-compliance and taking into account the extent and impact the non-compliance has on Buyer’s ability to use the Deliverable(s) for the contemplated purposes.

10.11 Acceptance Test shall be deemed to have been successfully performed notwithstanding any minor non-compliance the Deliverable(s) may suffer from, provided that it is apparent that the non-compliance is not essential for the proper use, operation and maintenance of the Deliverable(s) in question or for any Acceptance Test(s). The Parties shall record the non-compliance and agree on a time schedule for the remedying of the minor non-compliance within thirty (30) calendar days after the Acceptance Certificate is issued and signed.

10.12 If Buyer has not provided Supplier with a Notice of Non-Compliance by the end of the Acceptance Test period, the Deliverables shall be deemed accepted by Buyer and the Actual Date of Delivery occurs when the Acceptance Test expires.

11. Price. Buyer shall pay the price for the Deliverables as described in the Purchase Order. The price shall include all relevant costs for the provision of the Deliverables such as any and all taxes (excluding VAT), duties, levies etc. Buyer shall not be liable to pay any fee or compensation other than those set out in the Agreement. All prices are exclusive of value-added tax, which, if applicable, will be added to the invoices.

12. Invoicing and Payment Terms

12.1 Payment shall be made to the account set out in Supplier invoices and shall be deemed to have been fully discharged when so made.

12.2 The fees shall be invoiced by Supplier earliest at the Actual Date of Delivery and at the latest within twelve (12) months of the respective Actual Date of Delivery of the Deliverables. If Supplier fails to send the invoice within that time period, Supplier loses its right to remuneration for the relevant Deliverables.

12.3 Buyer will pay fees within thirty (30) calendar
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12.4 Each invoice shall contain at least the following information:
(a) The name of the project and/or Deliverable(s)
(b) References (contact person/involved unit of the Parties)
(c) Scope and contents of the invoiced Deliverables, including units and unit price
(d) The period the invoice refers to
(e) Information whether the invoice is final or an invoice for an instalment
(f) Detailed information concerning any expenses
(g) Purchase order number
(h) Cost centre number (or WBS number, internal order or profit center, as applicable)
(i) Required tax information: Supplier VAT registration number, corporate identification number, applied tax rate, VAT amount to be paid, and, if applicable, reversed tax chargeability for construction companies
(j) Required information to be able to execute a payment: bank account number, OCR/invoice reference, IBAN number and SWIFT address

12.5 For Resource Services, Supplier must be able to certify the invoicing through a time reporting system per person.

12.6 Supplier shall not be entitled to charge any invoice fee(s).

12.7 Payment, as such, shall not be considered as an acceptance of the Deliverables.

12.8 Debit invoices and credit invoices must be separate documents.

12.9 Interest fee, in case of delay in payments, shall be calculated according to the Swedish Interest Act (Sw: Räntelagen 1975:635).

12.10 Method of payment will be electronic fund transfer with payments made to Supplier to an account nominated by Supplier.

13. Use of Sub-Contractors

13.1 Supplier shall have the right to engage subcontractors for Supplier’s provision of the Deliverables. Supplier shall present a list of any sub-contractor(s) Supplier has engaged or intends to engage for Supplier’s provision of the Deliverable(s). Supplier shall on Buyer’s reasonable request be obligated to disengage such sub-contractor.

13.2 Supplier’s obligations and liability under the Agreement is not affected by Supplier’s engagement of sub-contractors and Supplier shall remain fully responsible for all undertakings pursuant to the Agreement.

14. Buyer’s Data

14.1 Buyer owns all rights to Buyer’s Data. Supplier may process Buyer’s Data only to the extent it is necessary to provide the Deliverables. Upon termination of the Agreement, or on Buyer’s request, Buyer’s Data shall immediately be returned to Buyer, in the format requested by Buyer, at no cost to Buyer.

14.2 Supplier shall, on Buyer’s request, provide Buyer with any information Buyer requires in order to source Deliverables from a new supplier and to transfer Buyer’s Data to a new supplier. Supplier shall work actively and diligently with Buyer to ensure a smooth transition without any or minimal Service interruptions from Supplier to a new supplier.

15. Intellectual Property Rights

15.1 Any Intellectual Property Rights owned by either Party prior to when the Agreement is entered into shall remain the property of that Party.

15.2 Supplier grants Buyer a non-exclusive, personal, irrevocable, world-wide, royalty-free licence to use the Supplier Background IPR and Deliverables (including documentation), and to execute, reproduce, display, perform, sublicense to its Affiliates, distribute and prepare a reasonable number of back-up copies of it for use of the Deliverables.

15.3 Title to all Intellectual Property Rights in or related to Bespoke Result no matter how generated in the course of Supplier providing the Deliverables, including but not limited to any and all updates, upgrades, derivative works, modifications or improvements related thereto, shall vest in and transfer to Buyer upon creation of the same and be the exclusive property of Buyer. The transferred Intellectual Property Rights include but is not limited to the right for
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Buyer to amend and modify the Bespoke Result and to transfer any Intellectual Property Rights thereto to third parties.

16. IPR Infringement

16.1 Supplier warrants that Supplier has the right and the power to grant Buyer any rights in respect of the Deliverables provided under the Agreement. Moreover, Supplier warrants that the Deliverables do not infringe any existing patent, registered design, copyright or other Intellectual Property Rights owned by any third party.

16.2 Supplier shall at its own expense, indemnify, defend and hold harmless Buyer against any claim alleging that the use of the Deliverables in accordance with the Agreement infringes Intellectual Property Rights of a third party. Supplier shall pay infringement claim defence costs, Supplier negotiated settlement amounts, and court-awarded damages. The foregoing shall apply provided that Buyer without undue delay informs Supplier in writing of any such claim. Supplier shall have sole control over any proceeding or settlement. Buyer shall provide its reasonable assistance with respect to such proceeding or settlement to Supplier at Supplier’s cost. If Buyer is a named party in the proceedings, Supplier shall keep Buyer fully informed and Buyer shall have the right to be present at the proceedings with separate counsel at its own expense.

16.3 If Supplier does not act against such claims or actions, Buyer shall within a reasonable time have the right to take appropriate legal action and shall be repaid any and all expenses in so doing.

16.4 If, as a result of any binding settlement or a final determination by a court of competent jurisdiction, the Deliverables are held to infringe any third-party rights and the use of the Deliverables is enjoined, or if Supplier reasonably determines that any of the Deliverables may become subject to a claim of infringement, Supplier shall at its cost and expense and at its option:

(a) procure for Buyer the right to continued use; or

(b) replace or modify the Deliverables so that they cease to infringe the third party rights, while Supplier stays fully compliant with the terms and specifications of the Agreement; or

if neither of the foregoing is possible on reasonable commercial terms, refund Buyer the amount paid under the Agreement. Buyer shall have the right to terminate the relevant Purchase Order (at Buyer’s discretion), in whole or in part, with immediate effect in accordance with section 23.2 herein (without the remedy period set out in that section), if Supplier is unable to procure rights or replace or modify the Deliverables in accordance with (a) or (b) above.

16.5 Any such replacement or modification as set out in section 16.4 (b) must be approved by Buyer in advance, such approval not to be unreasonably withheld.

16.6 Supplier shall not be obliged to indemnify, defend or hold harmless Buyer against any claim of infringement results from:

(a) Buyer’s unauthorised modifications to the Deliverables;

(b) Deliverables used as specifically prohibited in the Specifications; or

(c) a combination of the Deliverables and equipment or third party software other than equipment or third party software provided or approved by Supplier, to the extent that the infringement is due solely to such combination.

17. Liability

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

Exclusions and Limitation of Liability

17.2 Neither Party shall be liable to the other for any indirect damages including, but not limited to, loss of revenue or profits, loss of contract, loss of customers or businesses, consequential damages, incidental damages, loss of anticipated savings or revenues.

17.3 A Party’s total liability under the Agreement is limited to the total value of the Purchase Order or EUR 25 000, whichever is higher.

17.4 Neither Party shall be liable to the other for the loss or corruption of data, unless such Party is obligated under the Agreement to make back-up copies of the data, in which case the other Party may claim any costs related to the recovery of such data as direct damages.

Exceptions from Exclusions and Limitation of Liability
17.5 The exclusions and limitations of liability in this section 17 shall not apply to: (i) sections: 7.8-7.11 (product liability), 16 (IPR Infringement), 199 (Confidentiality), and 21 (Trade Compliance); (ii) breaches of the Telia Company Supplier Code; and (iii) a Party’s or Party’s sub-contractor’s liability for fraud, gross negligence or willful misconduct, or liability for death or personal injury or to extent that the exclusions and limitations of liability would not be permitted under the Regulatory Requirements.

17.6 The Parties shall take all reasonable measures in order to prevent or limit any damage, provided that it can be done without unreasonable cost or inconvenience.

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

19. **Confidentiality**

19.1 The Parties expect to co-operate and enter into business relations concerning the supply of the Deliverables (the “Permitted Purpose”) and exchange information which may be Confidential Information. “Confidential Information” shall mean information of whatever nature whether oral, written or in electronic or any other form related inter alia to the disclosing Party (the “Disclosing Party”), its business, technology, partners, Affiliates, customers and/or suppliers which the Disclosing Party has disclosed to the other Party (the “Receiving Party”) under the Agreement. Any records or copies or extracts in any media of that information shall also constitute Confidential Information.

19.2 Confidential Information shall not include any information

(a) which is within the public domain at the time of disclosure or later becomes part of the public domain through no breach of this Agreement by the Receiving Party;

(b) which was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;

(c) was independently disclosed to Party by a third party entitled to disclose the same;

(d) which can be shown to have been independently developed by the Receiving Party without any reference to any Confidential Information of the Disclosing Party;

(e) the use or disclosure of which has been authorized in writing by the Disclosing Party prior to the intended use or disclosure of such Confidential Information.

With reference to circumstances set forth in sub-section c) above, the Receiving Party shall not be entitled to disclose to a third party that the corresponding information has also been received from the Disclosing Party under the Agreement.

19.3 The Receiving Party shall keep Confidential Information as confidential and shall not use, copy, reproduce, store or refer to Confidential Information for any other purpose than for the Permitted Purpose, and shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. However, obligations of confidentiality in this section 19 shall not prevent Buyer from using the Deliverables in its ordinary course of business, whether the Deliverables contain Confidential Information or not.

19.4 The obligations of confidentiality in this section 19 shall not prevent either Buyer or Supplier from disclosing such Confidential Information where it is required to do so under any mandatory law, or by order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority or by the rules of any recognised stock exchange. If legally possible and applicable, the recipient of such order shall notify the other Party to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, make effort to protect any sensitive information.

19.5 The Receiving Party may give access to Confidential Information only to those of its Affiliates, officers, employees, consultants, subcontractors or financial, legal or other advisors, who need to know such Confidential
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Information for carrying out the Permitted Purpose. The Receiving Party shall ensure that such persons or entities, prior to such disclosure, are bound by undertakings corresponding to the obligations of confidentiality in this section 19. However, such individual undertaking shall not limit the Receiving Party’s own liability under the Agreement.

19.6 A Party does not have the right to use the other Party’s or its Affiliates trademarks, service marks, trade names, logos or other signs or identification symbols or to otherwise make a public announcement or other publications, advertising or business campaigns or to refer to the Agreement without the written approval of the other Party. If a Party would like to make any public announcement, it shall notify in writing the other Party who may, at its sole discretion, refuse publication or agree to the text and conditions of such publication as proposed by the other Party or as mutually amended and agreed by both Parties.

19.7 Notwithstanding the foregoing, either Party may make a public announcement concerning the Agreement or any ancillary matter if required by law or by any securities exchange or governmental body with jurisdiction over the Party subject to that the Receiving Party, if permitted by law, notifies the Disclosing Party thereof in order to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, provided such notice is permissible.

19.8 At the request and sole discretion of the Disclosing Party, the Receiving Party shall, within fourteen (14) calendar days from receipt of such request, purge from its system and return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and hardware provided to the Receiving Party as Confidential Information or, to the extent not possible or the Disclosing Party so requests, certify destruction of the same.

19.9 The Parties’ obligations under this section 19 shall remain in force for a period of three (3) years from the date of expiration or termination of the Agreement.

20. Personal Data Protection

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

20.2 Neither Party will process Personal Data on behalf of the other Party as data processor for the purposes of this Agreement. If either Party anticipates that any change to this Agreement and/or the scope of Deliverables would require the processing of Personal Data by Supplier or Buyer’s behalf as data processor, then the relevant Party will immediately notify the other in writing and the Parties will negotiate in good faith to incorporate appropriate data protection provisions into the Agreement in accordance with the Applicable Data Protection Laws. No such processing will be made until appropriate data protection provisions have been agreed by the Parties.

21. Trade Compliance

Export Control

21.1 The Parties understand that some of the furnished Deliverables may be subject to export restrictions. The Parties agree to comply with all applicable Export Laws.

21.2 Supplier shall obtain any export licenses and/or authorizations required for the fulfilment of Supplier’s obligations under this Agreement.

21.3 Supplier shall inform Buyer in writing about each Deliverable’s specific U.S and/or EU export classification, where applicable, including the export control classification number and/or any similar forms of classification identification, prior to a delivery. If Deliverables are subject to Export Laws, Supplier shall also mark all Deliverables as “export controlled” or “not export controlled”.

21.4 The Parties agree to assist each other when applying for the required export or reexport licenses and/or authorizations needed for each Party’s performance under this Agreement.

21.5 If the Deliverables are dual-use items listed in Annex IV of the EU Regulation 428/2009 (as amended), Supplier shall inform Buyer prior to delivery. Supplier confirms that, as of the date of any specific Purchase Order, the...
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Deliverables are not military equipment specified by the EU Common Military List (CFSP 2018/C 098/01 (as amended)).

Sanctions

21.6 Each Party warrants that it is not directly or indirectly owned 50% or more in the aggregate by one or more persons listed on any Prohibited Party List, nor controlled by, or acting on behalf of or for the benefit of, directly or indirectly, any party or parties included on any Prohibited Party List. Each Party shall immediately inform the other Party, in writing, about any change of ownership, control and/or other circumstances that may constitute a breach of this section.

21.7 Supplier warrants that it shall not engage, directly or indirectly, and shall procure that none of its Affiliates engage, in any prohibited dealings with entities, organizations and/or individuals listed on any Prohibited Party List.

Trade Compliance Breach and Indemnity

21.8 Failure by Supplier to comply with any part of this section 21, shall constitute a material breach of the Agreement, which gives Buyer the right to refuse to enter into, refuse to perform or to immediately cancel or terminate the specific Purchase Order, at its sole discretion. For the avoidance of doubt, any termination due to material breach under this section 21 shall be effective immediately and shall not be subject to the timeframes set out in section 23.2 below.

21.9 Supplier shall not do anything which would cause Buyer to, directly or indirectly, be in breach of the Export Laws and shall protect, indemnify, defend and hold harmless Buyer from and against any fines, expenses, losses and liabilities that may arise as a result of the failure of Supplier to comply with any part of this section 21.

22. Audit

22.1 Buyer shall be entitled to perform audits at Supplier's premises or sites and/or at Buyer's premises or sites regarding Supplier's proper fulfilment of the Agreement as regards pricing and invoicing, quantity and quality of the Deliverables and related processes, Confidential Information, security, Trade Compliance and Telia Company Supplier Code of Conduct. Such audit shall be performed, subject to advance notice of seven (7) business days.

22.2 Buyer shall be entitled to perform short-notice audits with three (3) hours' prior notice if a distinct incident has given rise to ground for suspicion of Supplier's breach of the Telia Company Supplier Code of Conduct.

22.3 Audit may only be carried out either by Buyer’s staff or by professional third party contracted by Buyer, provided that the contracted third party has entered into confidentiality undertakings reasonably acceptable to Supplier. Audit must take place during regular business hours and shall be carried out with the intention to avoid interruption of Supplier’s business.

22.4 Buyer shall bear its own costs for Buyer’s audits, unless the audit identifies a breach of the Agreement by Supplier, which is not insignificant, in which case Supplier shall bear Buyer’s cost for the audit. Supplier shall always bear Supplier's cost for Buyer's audits.

22.5 The right to perform audits shall also include a right to receive relevant information upon request and without Buyer's staff being physically present at Supplier’s site.

23. Termination

23.1 Termination by a Party shall be made in writing and sent to the other Party. The reason for termination shall be clearly stated.

Termination due to material breach

23.2 Either Party is entitled to, with one (1) month’s notice terminate the Agreement if the other Party 1) commits a material breach of any of its obligation(s) under the Agreement and does not remedy such breach within thirty (30) calendar days of receiving a written notice requesting such party to remedy the breach and/or 2) commits numerous breaches of its duties or obligations under the Agreement which in aggregate amount to a material breach.

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

23.3 Buyer is entitled to terminate the Agreement (at Buyer’s discretion) where Supplier, following an Acceptance Test, has failed to cure such non-compliance regarding certain Deliverables. Buyer shall then pay for any work performed up to the date the termination becomes effective to the extent the Deliverables have a corresponding value to Buyer.
Termination due to change of control

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

Termination due to insolvency

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

Termination due to Force Majeure

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

Consequences of Termination

24.1 A termination does not limit a Party's right to require the fulfillment of other rights the Party may have under the Agreement.

24.2 Following termination under section 23, Supplier is obligated to report the status of any outstanding work and provide the result of Supplier's accrued work up to the time of termination to Buyer.

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

25. Force Majeure. Neither party shall be liable for failure to perform its obligations under the Agreement if the failure results from circumstances beyond that party's reasonable control; provided, however that in order to avail itself of the excuse from performance under this Section, the party seeking such excuse must demonstrate diligence in notifying the other party and in attempting to remedy any such supervening conditions. Time of performance of either party's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such circumstances, provided, however, that if such circumstances continue beyond sixty (60) days, the party awaiting performance may cancel the affected Purchase Order without being obligated to compensate the other Party.

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

27. Changes. Changes to the Agreement shall be made in writing and shall be duly signed by the authorised representatives of both Parties.

28. Rights and Remedies. No failure or delay on the part of Buyer or Supplier in exercising any right or remedy under the Agreement, or in enforcing its terms and conditions, shall operate as a waiver; nor will any single or partial exercise of any such right or remedy preclude any other further exercise thereof or of any other right or remedy. No provision of the Agreement may be waived except in writing signed by the Party granting such waiver.

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

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

31. Applicable Law. The Agreement shall be governed and construed in accordance with the
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law of the country where Buyer is registered.

32. Disputes. The courts where Buyer is registered shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

33. Surviving Clauses. Those provisions which by their nature should survive, shall survive the expiration or any termination of the Agreement.

34. Definitions

The following terms shall have the meaning defined below. Additional terms may be defined in the context of particular provisions of the Agreement.

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

“Acceptance Test” shall mean the (1) tests performed to verify if the Deliverables meet the requirements set forth in the Agreement and Specifications; and/or (2) inspecting the Deliverables provided to verify their compliance with what has been agreed.

“Actual Date of Delivery” shall mean:

(a) If the Deliverables are subject to an Acceptance Test: the date when a successful Acceptance Test has been performed and an Acceptance Certificate has been signed by the Parties,

(b) If (a) does not apply, the date when Supplier starts providing the Service(s).

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

“Agreement” shall mean these General Terms and Conditions (including annexes referenced therein) as well as any Purchase Order concluded by the parties.

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

“Bespoke Result” shall mean all results and Deliverables specifically developed under the Agreement other than Customized Software.

“Buyer’s Data” shall mean data or other information that Buyer, or a person acting on behalf of Buyer, makes available to Supplier, and the result of Supplier’s processing of such data. Buyer’s Data may be protected by applicable legislation, such as trade secrets, copyright or other intellectual property laws and treaties.

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

“Consignment Note” shall mean a specification to be prepared by Supplier and provided at the delivery of the Goods.

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

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

“Cure Period” shall mean the period of time defined in the Agreement, starting from Supplier’s receipt of Buyer’s Notice of Non-Compliance, within which Supplier shall remedy any non-compliance identified in an Acceptance Test or during a Warranty Period, as the case may be.
“Customized Software” shall mean customer-specific software representing a new functionality or feature, including documentation which has been produced by Supplier under the Agreement.

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

“Delivery Site” shall mean the delivery address of the Goods as specified by Buyer in the Agreement or a Purchase Order.

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

“End User” shall mean Buyer’s customer and/or customer’s user, as applicable.

“Export Laws” shall mean export and trade sanction laws, regulations and rules, in force from time to time, including without limitation the EU Dual Use List ( Regulation 428/2009, as amended), the EU Common Military List, the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR) or any other applicable jurisdiction’s export restriction regulation, any legislation replacing the foregoing and any orders issued under the foregoing.

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

“GTCs” shall mean these Purchase Order General Terms and Conditions.

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

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

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

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

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

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

“Prohibited Party List” shall mean any list of prohibited parties or of parties subject to sanctions imposed by the UN, EU, U.S. or other countries, in force from time to time, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. (OFAC), Department of the Treasury, the Entity List and Denied Persons List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce (BIS), the list of statutorily or administratively debarred parties maintained by the Directorate of Defense Trade Controls of the U.S. Department of State, the Consolidated list of persons, groups and entities subject to EU financial sanctions, and the Consolidated United Nations Security Council Sanctions List, as amended from time to time.
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“Purchase Order” shall mean a specific order placed by Buyer to purchase Supplier’s Deliverables.

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

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

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

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

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

“Software-as-a-Service” shall mean software provided by Supplier to Buyer as a functionality where software and associated data are centrally hosted with Supplier, instead of provided to Buyer under a software licence.

“Specification” shall mean all the requirements for a Deliverable: (1) set out in the Purchase Order or provided to Supplier; (2) any specification or design specified in writing by Buyer; and/or (3) Supplier’s published specifications for the Deliverables.

“Supplier Background IPR” shall mean IPR related to and required for the use of the Deliverables and which is either i) owned by Supplier prior to the start of the term of the Agreement or ii) created during the term of the Agreement.

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