

## Nokia OZO Terms and Conditions of Sale

Version 1.6

Dated 15 March 2017

**IMPORTANT – READ CAREFULLY AS BY CLICKING THE “ACCEPT” BUTTON YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

### **1. PARTIES TO THE AGREEMENT.**

These Nokia OZO terms and conditions of sale (the “Agreement”), govern the sale of the Nokia OZO camera, Nokia-branded accessories and the Nokia Extended Warranty Plan from Nokia USA Inc. (“Nokia”) and you as the purchaser (“Buyer”) of such products. This Agreement acknowledges receipt of Buyer’s order by Nokia and confirms the sale of the product(s) evidenced by the invoice. Nokia’s delivery of the product(s) to Buyer is expressly conditioned upon Buyer’s acceptance of the terms and conditions contained in this Agreement. If Buyer does not agree to the terms and conditions contained in this Agreement, Buyer should not click the “ACCEPT” button.

### **2. PRICING.**

All published prices are subject to change without notice and written quotations shall expire within thirty (30) calendar days from the date such quotation is given, unless sooner withdrawn by Nokia in writing. No verbal quotations shall be binding on Nokia. Unless otherwise stated, all prices are in United States Dollars.

### **3. TERMS OF PAYMENT.**

- 3.1 Standard Payment Terms. All orders must be paid in full prior to shipment of the product(s) to Buyer. Nokia reserves the right to reject any order, even after accepting payment or partial payment of such order. In the event Nokia elects to refuse an order made by Buyer, it shall refund any such payment already made by Buyer. Once Nokia has informed Buyer that the order is ready for shipment to Buyer, Buyer is required to remit payment for such order within 10 business days (ending at 5 p.m. Pacific Time) or the products will be released for delivery to another buyer.
- 3.2 Payment Method. Payment may be made by credit card (VISA or MasterCard), by wire transfer or ACH. Wire transfer or ACH payment shall be made to the following account:

Nokia USA Inc.  
Bank Name: JP Morgan Chase Bank, N.A.  
Bank Routing Number: 021000021  
SWIFT Code: CHASU33  
Bank Account Number: 323856314

Balance payments (specified in Section 3.4 below) are only accepted by wire transfer or ACH.

- 3.3 Order Deposit Payments. A deposit payment may be required for the order of products. The purpose of the deposit payment is to secure Buyer's place in the manufacturing queue for products which are not currently available for shipment to Buyer. If a deposit is required, Buyer will be directed to pay such deposit as part of the online product ordering check out flow. A deposit payment may be made in accordance with Section 3.2 above.
- 3.4 Remaining Balance Payments. As stated in Section 3.1 above, payment in full for all orders must be received prior to the shipment of product(s) to Buyer. In the event a deposit payment has been required, Buyer is required to submit any remaining balance payment prior to shipment of the order to Buyer. Payments of remaining balance amounts must be made within 10 business days (by 5:00 p.m. Pacific Time) of the date Nokia informs Buyer that the order is ready for shipment. Failure to make a remaining balance payment within such time period will result in (i) Buyer, subject to Section 3.5 below, having forfeited any deposit payment already received by Nokia; and (ii) Nokia releasing any product(s) to its open inventory and available for purchase by other buyers. Remaining balance payments are only accepted by wire transfer or ACH.
- 3.5 Payment Refunds. All sales are final. Notwithstanding the foregoing, in the event Buyer notifies Nokia in writing before Nokia-issued shipment confirmation, Buyer may cancel the order and Nokia will refund to Buyer any amounts paid by Buyer prior to the date of cancellation. In the event the shipment confirmation has been issued by Nokia, no refunds of amounts paid, including any deposit, shall be refunded to Buyer.
- 3.6 Taxes. In accordance with state and local laws, purchases will be taxed using the applicable sales tax or seller's use tax rate for your shipping address, or such other location where Nokia has agreed in writing Buyer may pick up the product(s). The tax amounts, if provided during the order check out process, are estimates only. The invoice will reflect the final total state and local tax at the time your product(s) are ready for shipment to Buyer.

#### **4. DELIVERY AND ACCEPTANCE.**

- 4.1 General. Unless otherwise stated in any order confirmation, all product shipments shall be made "Delivered At Place" ("DAP" under the Incoterms, 2010) to the address specified by Buyer in Buyer's order at which time title, risk of loss or damage shall pass to the Buyer. Products will only be shipped to locations in the United States. In the absence of any separately agreed pick up or shipment arrangements confirmed in writing by Nokia, Nokia shall ship products by the method it elects, in its sole discretion. Transportation charges will be calculated and collected for all orders placed. For all order shipments where Nokia has agreed in writing to permit Buyer to arrange its own shipment of product(s) to Buyer, such order shipments will be "ex works" (Incoterms, 2010) from (i) Nokia's location in Sunnyvale, CA; or (ii) Nokia's supplier's warehouse in San Jose, CA, as specified by Nokia in the order confirmation.
- 4.2 Delays in Delivery. Nokia will use reasonable efforts to notify Buyer of any delay in delivery. Nokia shall not be liable for any losses, damages or penalties incurred by Buyer due to a delay in delivery.

4.3 Acceptance of Delivery. Acceptance of all product(s) by Buyer shall be deemed to occur upon Nokia's shipment carrier's confirmation of the delivery of the product(s) to the address specified by the Buyer in its order.

**5. WARRANTY, WARRANTY LIMITATIONS AND WARRANTY DISCLAIMER.** Subject to the limitations and disclaimers set forth below, Nokia warrants that the products shall be of good quality and free from defects in material and workmanship. Upon the expiration of the time periods set forth below, all liabilities of Nokia will terminate.

5.1 Standard Product Warranty & Extended Warranty Plan. A standard product warranty is granted to the original Buyer by Nokia for a period of one (1) year, parts and labor, for the camera, excluding the batteries. ("Standard Product Warranty"). The standard warranty for batteries is ninety (90) days from the date of delivery of the products to Buyer. This Standard Product Warranty covers parts and labor charges for products that have been returned pre-paid shipment to Nokia, a Nokia Reseller or Nokia authorized service center, as directed by Nokia. Any repaired or replaced product shall be warranted as set forth in Section 5.2 for a period the greater of (i) the balance of the applicable warranty period relating to such Product or (ii) ninety (90) days after it is received by Buyer. Only the components that were repaired or replaced will be eligible for the 90-day period as set forth above. The Standard Product Warranty effective date is the date the product was received by Buyer or Reseller (if purchased for Reseller's own use). An Extended Warranty Plan ("Plan") may be available for purchase by Buyer from the date of purchase through and until the expiration of the Standard Product Warranty. If purchased, the Plan shall extend the original Standard Product Warranty for the additional warranty period purchased by Buyer and commences on the expiration date of the Standard Product Warranty.

5.2 Product Warranty Limitations. All Nokia warranties exclude the following:

- (a) Maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the Nokia's specifications and product manual, including but not limited to: theft, exposure to weather conditions, use of the product underwater or in wet environments, operator negligence, misuse, abuse, improper electrical/power supply;
- (b) Failure due to computer viruses, malware, or any other malicious software programs that harm or disrupt normal operation of the product;
- (c) Alterations, modifications or repairs by Buyer or unauthorized third parties;
- (d) Accident, disaster, improper handling or storage, droppage, modification to the camera, opening the camera body, use of third party accessories or acts of nature or any other peril originating from outside the product;
- (e) Transportation damage (except for transportation damaged in delivery of the products to Buyer from Nokia), lack of maintenance, defective batteries, battery leakage;
- (f) Cosmetic damage or other non-operating parts;
- (g) Using a product in a manner other than intended usage for that product; and
- (h) Charges related to "No Trouble Found" diagnosis.

The Nokia Extended Warranty Plan also excludes coverage of accessories that came with the Nokia OZO camera.

5.3 Voiding of Product Warranty. Removal or modification of camera mounts voids any and all warranties. Breaking the seal on the camera body is prohibited and voids any and all warranties unless otherwise approved in writing by Nokia. Any parts replaced by Nokia during warranty repair are the property of Nokia and will not be returned to Buyer. Nokia may use refurbished parts for repairs or replacements. Nokia products are compatible with Nokia software, Nokia parts, and Nokia products only. Use of any software, parts, or products other than Nokia or Nokia-approved software, parts, and products voids any and all warranties.

5.4 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, NOKIA AND ITS LICENSORS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATION OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO THE PRODUCT OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. NOKIA AND ITS LICENSORS DO NOT WARRANT THE PERFORMANCE OR RESULT OF THE PRODUCT.

THE SOLE REMEDY UNDER THIS WARRANTY SHALL BE THE REPAIR, REPLACEMENT, OR CREDIT FOR DEFECTIVE PARTS AS STATED ABOVE. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY NOKIA AND IS IN LIEU OF ANY OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. THIS WARRANTY EXTENDS TO THE BUYER AND IS NON-TRANSFERABLE TO OTHER THIRD PARTIES. NOKIA WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

5.5 Third-Party Warranty. Nokia does not honor warranty agreements extended by third parties, and only warranty agreements granted and given by Nokia will be honored by Nokia. Nokia warranties do not cover damage caused by third party products (including approved third party products).

6. **RESTRICTIONS ON USE.** Except as is permitted by applicable law, Buyer shall not, nor permit any third party, to modify, disassemble, separate or reverse engineer the products or the accompanying software, whether such software is installed in the product or provided separately to Buyer without Nokia's prior written consent. Buyer shall not, nor permit any third party to, attempt to derive the source code of any software provided to Buyer with the product(s) and Buyer shall only use any such software in accordance with the separate software licensing terms accompanying such software. Buyer shall not develop tools from the products nor shall Buyer use any non-Nokia approved tools, products or software with the products supplied by Nokia. Unless separately authorized by Nokia in writing, Buyer is not permitted to use Nokia's trademarks.

7. **RETURNS.** Buyer must obtain a return merchandise authorization ("RMA") from Nokia prior to the return of any product(s) to Nokia. All sales are final and Nokia only accepts returns for defective products in accordance with Section 5 above. In the event Buyer purchased the product(s) from a Nokia reseller, Buyer shall first contact such reseller for repair services.

- 7.1 Repair Procedure. In order to obtain a RMA, Buyer shall contact Nokia at [OZOsupport@nokia.com](mailto:OZOsupport@nokia.com) ("Repair Request"). Upon receipt of a Repair Request, Nokia will (i) confirm whether Buyer's Repair Request is covered by a product warranty; (ii) advise Buyer of an estimated costs of shipment and repair if the Repair Request is not covered by a product warranty; (iii) issue an RMA to Buyer; (iv) issue a shipping label for the return of the product(s) to be repaired; and (v) advise Buyer on the safe packaging of the product(s) for shipment to the repair facility. Once Nokia or its authorized repair provider has received the product(s) and conducted an initial assessment of repairs required, (i) Nokia will advise Buyer of the cost of repair (if not covered by the applicable product warranty) and request Buyer's confirmation to complete the repair; and (ii) Nokia will notify Buyer of the estimated completion date of the repairs.
- 7.2 Loaned Products. In some case, Buyer may be eligible to receive a product loan for Buyer to use during the time period in which Buyer's product(s) are being repaired. If Buyer is eligible to receive a product loan and a product loan is available, Nokia will inform Buyer in response to Buyer's Repair Request. In the event Buyer receives a product loan from Nokia, Buyer agrees to return such loaned product to Nokia in the same condition as Buyer received such product loan, normal wear and tear excepted. In the event such loaned product is not returned in the same condition as Buyer received it (normal wear and tear excepted), Buyer agrees to compensate Nokia for the costs of such loaned product.
- 7.3 Lithium Batteries. If Buyer's Repair Request includes the return of a lithium ion battery, Buyer agrees to not to ship any lithium ion battery which has been physically damaged. Buyer agrees to indemnify and hold Nokia and its employees, suppliers and agents harmless from any and all liability arising from Buyer's failure to comply with this Section 7.3.

**8. LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NOKIA, ITS AFFILIATES (INCLUDING THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OR NOKIA OR ITS AFFILIATES), LICENSORS, RESELLERS OR SUPPLIERS BE LIABLE TO BUYER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM MALICIOUS SOFTWARE, LOSS OF USE, DATA OR PROFITS (HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY), EVEN IF NOKIA, ITS AFFILIATES (INCLUDING THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OR NOKIA OR ITS AFFILIATES), LICENSORS, RESELLERS OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NOKIA'S, ITS AFFILIATES', LICENSORS' OR SUPPLIER'S LIABILITY FOR A PRODUCT (WHETHER ASSERTED AS A TORT CLAIM, A CONTRACT CLAIM, AN EQUITY CLAIM OR OTHERWISE) EXCEED THE AMOUNTS PAID TO NOKIA FOR SUCH PRODUCT(S). IN NO EVENT WILL NOKIA, ITS AFFILIATES (INCLUDING THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OR NOKIA OR ITS AFFILIATES), LICENSORS, RESELLERS OR SUPPLIERS BE LIABLE FOR (I) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER; (II) LOSS OF BUSINESS OR WORK INTERRUPTION; OR (III) DAMAGES ARISING OUT OF LATE DELIVERY OF THE PRODUCTS. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO ALL LIABILITIES THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY WHERE THE DAMAGES ARISE OUT OF OR RELATE TO THIS AGREEMENT.

**9. INDEMNIFICATION.** Buyer shall indemnify, defend and hold the Indemnified Parties (as defined below) harmless from all demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties interest, costs and expenses incurred, including attorneys' fees and costs, of every kind (i) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately based on Buyer's misuse of the product(s) or by the negligent or willful acts or omissions of the Buyer; or (ii) based on any breach of this Agreement by Buyer. For purposes of this Section 9, "Indemnified Parties" means Nokia, its affiliates, the employees, officers, directors, agents or representatives of Nokia or a Nokia affiliate, suppliers of Nokia or a Nokia affiliate, and licensors of Nokia or a Nokia affiliate.

**10. INTELLECTUAL PROPERTY RIGHTS.** Nokia retains for itself, its affiliates and its licensors all proprietary rights, including, but not limited to all patent, trademark, copyright, trade secrets and other intellectual property rights in and to the product(s), all Nokia designs, manufacturing processes, engineering details, and other data pertaining to any product(s) sold. The product(s) are offered for sale and sold by Nokia on the condition that such sale does not convey any right, express or implied, stated or otherwise, under any intellectual property right. Nokia, its affiliates and licensors expressly reserve all intellectual property rights in and to the product(s). Without limiting the foregoing, all software included in the products (or separately provided for use with the product(s), including any updates or upgrades thereto), are licensed to Buyer and are not sold. Buyer shall not transfer any software apart from the product(s), nor attempt to, or permit any third party attempt to, derive the source code of any such software made available to Buyer in conjunction with the product(s).

## **11. GENERAL**

**11.1 GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York, excluding the application of its laws or rules governing choice of law. The United Nations Convention on the International Sale of Goods shall not apply and is expressly excluded from applicability under this Agreement. Any controversy or claim arising out of or relating to this Agreement, the breach thereof, or the product(s) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including its rules on emergency interim relief, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in New York, New York, in the English language. Buyer and Nokia undertake and agree that all arbitral proceedings conducted with reference to this Section 11.1 shall be kept strictly confidential and all information disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings. Notwithstanding the foregoing, nothing herein prevents Nokia from applying to the courts of any country for injunctive or other equitable relief to prevent or curtail any breach of this Agreement or for enforcement of an arbitral award.

**11.2 ENTIRE AGREEMENT AND SEVERABILITY.** Except with respect to any software distributed subject to separate software license terms and conditions, this Agreement contains the entire agreement between Buyer and Nokia with respect to the product(s), supersedes all prior

agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except by an amendment in writing and signed by authorized representatives of Nokia. No amendment will be effected by the acknowledgment or acceptance of a purchase order, invoice or other forms stipulating additional or different terms. If any of the terms and conditions of this Agreement are held to be invalid or unenforceable under any applicable statute or rule of law, such term or terms shall be deemed omitted and the remaining provisions of the Agreement shall remain in force and unchanged.

11.3 NON-WAIVER. Nokia shall not be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Nokia, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any other right or remedy, or as to a subsequent event.

11.4 FCC CERTIFICATION AND EXPORT CONTROL. This Agreement and the purchase of the product(s) are subject to Nokia (or this third party suppliers) obtaining (i) FCC and other required certifications for the product(s); and (ii) export licenses and other authorizations, as applicable, needed for exporting products to the USA and selling such product(s) in the USA. Buyer understands and agrees that these are matters beyond Nokia's control and if Nokia cannot obtain such export licenses and/or authorizations, Nokia has no liability whatsoever to Buyer beyond Buyer's right cancel all applicable orders and obtain a refund of any amounts paid by Buyer to Nokia for such cancelled order(s). Buyer acknowledges that each product and any related software and technology, including technical information and data supplied by Nokia or contained in documents (collectively "Items") which are subject to export control laws, regulations, executive orders, treaties, and other agreements in force from time to time relating to the export, re-export, and import of any Item (collectively, "Export Control Regulations") of the United States, including those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the USA and their re-export from other countries, and may be subject to or foreign agencies' or authorities' Export Control Regulations. Buyer shall comply with all applicable Export Control Regulations, laws and regulations in its purchase, use, export or re-export of the product(s) and certifies that the Items are intended for use in civil commercial applications only and are not intended for use in any military, nuclear, chemical or biological proliferation "end uses" as defined by the EAR. Buyer represents that it is not a foreign "government end user" as defined by the EAR, nor is a corresponding U.S. government end user. Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of any country included on the U.S. embargoed countries list or included on any designated or denied party list maintained by any U.S. government agency, including but not limited to the U.S. Treasury Department, the U.S. Department of Commerce or the U.S. State Department. Buyer shall not, in violation of any applicable Export Control Regulations, or without all necessary approvals or licenses from the appropriate U.S. or other foreign government agencies or authorities: (a) export, re-export, or transfer for the purpose of re-exporting, any Item; or (b) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity who has been denied or restricted the right to participate in exports by applicable government agencies or authorities. Buyer shall cooperate fully with Nokia in any official or unofficial audit or inspection related to applicable Export Control Regulations or import laws or regulations and shall indemnify,

defend and hold Nokia and its employees, directors, affiliates and agents harmless from, or in connection with, any violation of this Section 11.4 by Buyer or its employees, consultants, agents or representatives.

- 11.5 **BATTERIES.** Buyer acknowledges that some product(s) contain lithium ion batteries and Buyer agrees to safely store all product(s) containing such batteries. Furthermore, Buyer agrees to safely dispose of any batteries in accordance with all environmental laws and regulations.