

U.S. Public Sector Addendum

This U.S. Public Sector Addendum (“**Addendum**”) is incorporated into and forms part of the Agreement. Capitalized terms used in this Addendum and not otherwise defined herein have the meaning given to them in the Agreement.

This Addendum applies to United States government customers, including entities of the United States Federal Government (“**Federal**”), as well as state, local, or public education entities created by the applicable laws of the applicable state (“**SLED**”). Ericsson understands that laws and regulations governing Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. To the extent the deviations set forth in this Addendum are required by applicable law, Ericsson and Customer agree that the following provisions take precedence over any conflicting terms in the Agreement:

1. Public Disclosure Laws.

Notwithstanding any confidentiality obligations in the Agreement, Ericsson acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other applicable public disclosure laws. Ericsson acknowledges that such Confidential Information, including the terms and conditions of the Agreement, related Order Forms, Statements of Work, other attachments, or pricing information, may be disclosed to third parties upon request to the extent compelled by such laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (if legally permissible) and reasonably cooperates, at Ericsson’s expense, if Ericsson wishes to obtain confidential treatment or a protective order.

2. Fees and Taxes.

Ericsson understands that Customer may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

3. Evaluation or Limited Release Services.

In addition to any terms and conditions set forth in the Agreement governing Evaluation or Limited Release Services, (i) any free services are offered without any expectation of future payment from Customer, and Ericsson expressly waives any future claims for payment from Customer in connection with any free services; (ii) any free service is provided to Customer as a Federal or SLED entity and not for the personal benefit of any specific government employee or personnel, (iii) Customer agrees it is legally permitted to receive free services for the permitted purposes; and (iv) Customer agrees its use of any free service does not create any conflict of interest and shall not adversely impact Ericsson’s or a Channel Partner’s ability to sell Ericsson products and services to Customer or any affiliated government entity.

4. Indemnification.

- a. No Customer Indemnification Obligation. To the extent applicable law prohibits Customer from indemnifying Ericsson, any terms or conditions in the Agreement requiring Customer to indemnify Ericsson shall be deemed void and not binding against Customer.
- b. Take Down Requirement. In the event of any Third-Party Claims brought against Ericsson arising out of Customer or its End Users’ use of the Services or breach of the Agreement, or alleging that Customer Content or Customer Data: (i) violates any law, regulation, or rule applicable to Customer’s use of the Services, (ii) infringes or misappropriates a third party’s intellectual property rights, or violates any privacy, employee, or consumer protection right, Ericsson may require, by written notice to Customer, that Customer delete from the Service any Customer Data, or cease transmission of any Customer Content or use of the applicable Service, that is the subject of any Third-Party Claims. Promptly after receiving any such notice, Customer will delete such Customer Data, Customer Content, or cease such applicable use of the Service, and certify such deletion or cessation to Ericsson in writing. Ericsson shall be authorized to provide a copy of such certification to the applicable claimant.

5. Disputes and Attorneys' Fees.

Notwithstanding anything in the Agreement to the contrary, if Ericsson believes a Federal Customer is in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes). Any language requiring Customer to pay Ericsson's attorneys' fees is hereby deleted.