CLIFFORD CHANCE

Execution Copy

NOKIA SIEMENS NETWORKS B.V.

AND

REDKNEE SOLUTIONS, INC.

CLOSING MEMORANDUM
AND AMENDMENT
TO THE GLOBAL FRAME AGREEMENT

TABLE OF CONTENTS

THIS CLOSING MEMORANDUM (the "**Closing Memorandum**") is made on 28 March 2013

BETWEEN

(1) **Nokia Siemens Networks B.V.**, a private limited liability company (*Besloten Vennootschap*) organized under the laws of The Netherlands with registered number 34259706 and registered office at Werner von Siemensstraat 7, 2712 PN Zoetermeer, The Netherlands (the "**Seller**");

and

(2) **Redknee Solutions, Inc.**, a corporation organized under the laws of Canada with its registered seat and office address at 2560 Matheson Boulevard East, Mississauga, Ontario, Canada (the "**Purchaser**");

the Seller and the Purchaser each separately a "**Party**" and collectively the "**Parties**".

WHEREAS

(A) The Parties entered into a Global Frame Agreement dated 4/5 December 2012 ("**Global Frame Agreement**" or "**GFA**"), according to which the Seller has agreed to sell and transfer (and to cause certain Affiliates to sell and transfer) and the Purchaser has agreed to acquire (and to cause certain Affiliates to acquire) the BSS Business.

(B) By way of signing this Closing Memorandum and in accordance with Section 15.2.3 of the Global Frame Agreement, the Parties intend to amend the GFA and to confirm to each other the (i) fulfilment of the Closing Conditions, (ii) completion of the steps and actions to be taken in the course of the Closing and (iii) occurrence of the Closing.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms shall have the meaning assigned to them in this Section and are equally applicable to both the singular and plural forms. Capitalised terms not otherwise defined in this Closing Memorandum shall have the meaning set forth in Schedule 1 to the Global Frame Agreement.

"**Closing Countries**" are the following countries:

- Austria;

- Croatia;
- Germany;
- India;
- Finland;
- Poland;
- Portugal;
- Sweden;
- The Netherlands;
- United Kingdom; and
- United States of America;

"**Closing Local Purchasers**" are the following companies:

- Redknee, Inc., Canada;[1]
- Redknee Zagreb d.o.o., Croatia;
- Redknee (Germany) GmbH, Germany;
- Redknee (India) Technologies Private Limited, India;
- Redknee Poland sp. z o.o., Poland;
- NMB Lda., Portugal;
- Redknee Solutions (UK) Limited, United Kingdom; and
- Redknee (US) Limited, United States of America;

"**Closing Local Sellers**" are the following companies:

- Nokia Siemens Networks Österreich GmbH, Austria;
- Nokia Siemens Networks Zagreb d.o.o., Croatia;
- Nokia Siemens Networks GmbH & Co. KG, Germany;
- Nokia Siemens Networks Deutschland GmbH, Germany;
- Nokia Siemens Networks Vermögensverwaltung GmbH, Germany[2];
- Nokia Siemens Networks Private Limited, India;
- Nokia Siemens Networks Oy, Finland;
- Nokia Siemens Networks Asset Management Oy, Finland;

[1] As a party to the IP Agreement only.

[2] As a party to the IP Agreement only.

- Nokia Siemens Tietoliikenne Oy, Finland;
- Nokia Siemens Networks Sp. z.o.o, Poland;
- Nokia Siemens Networks Portugal S.A., Portugal;
- Nokia Siemens Networks AB, Sweden;
- Nokia Siemens Networks Nederland B.V., The Netherlands;
- Nokia Siemens Networks UK Ltd., United Kingdom; and
- Nokia Siemens Networks US LLC, United States of America;

"**Deferred Countries**" are such countries which will be subject to a Deferred Closing, namely Algeria, Australia, Bahrain, Bangladesh, Bosnia-Herzegovina, Bosnia-Herzegovina, Brazil, Bulgaria, Canada, China, Colombia, Czech Republic , France, Greece, Hungary, Indonesia, Iraq, Iraq, Israel, Italy, Japan, Jordan, Kenya, Kuwait, Latvia, Lebanon, Malaysia, Mexico, Morocco, Mozambique, Netherlands, Norway, Oman, Pakistan, Peru, Philippines, Russian Fed., Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Taiwan, Tanzania, Thailand, Tunisia, Turkey, UAE, Ukraine and Yemen.

"Deferred Employees" are the employees relating to the BSS Business in the Deferred Countries to be transferred to the Purchaser, respectively the Local Purchasers, under the General Frame Agreement.

"**Global Frame Agreement**" is defined in Section (A) of the Recitals;

"**Purchaser**" is defined in Section (2) of the Recitals;

"**Seller**" is defined in Section (1) of the Recitals;

2. PRESENCE AND REPRESENTATION OF THE PARTIES

The representatives of the Seller and the Purchaser listed below confirm that (i) they have been authorised to do all acts necessary and issue all declarations on behalf of the Seller and the Purchaser respectively to effect Closing and (ii) and they have been properly authorised to do all acts necessary and issue all declarations on behalf of the respective Local Seller and the Local Purchaser. Each of them have provided evidence thereof as stated below:

Party	Represented by	Evidence
Seller	- Mr Ruediger Hausmann; - Mr Crispin Vicars; and - Mr Pasi Tapani Virtanen	Power of attorney and trade register excerpt attached hereto as <u>Appendix A</u>.

Party	Represented by	Evidence
Purchaser	- Mr Christopher Patrick Newton-Smith; and - Mr Vishal Kothari	Board resolution and Incumbency certificate attached hereto as Appendix B.
Closing Local Sellers	- Mrs Johanna Ojansuu; and - Mr Pasi Tapani Virtanen; except for Nokia Siemens Networks Private Limited, India, which is represented locally	Powers of attorney, board resolutions, certificates and register excerpts as attached to the respective Local Business Transfer Agreements.
Closing Local Purchasers	- Mr Vishal Kothari - Mr Christopher Patrick Newton-Smith	Powers of attorney, board resolutions, certificates and register excerpts as attached to the respective Local Business Transfer Agreements.

3. DATE AND PLACE; EFFECT OF CLOSING

As set forth in more detail in Section 5 of this Closing Memorandum, the Parties agree that all of the Closing Conditions contemplated under the Global Frame Agreement were met in time or have been waived in order to proceed with Closing on 28 March 2013.

The Parties agree that all confirmations and other statements made, instructions given, documents handed over, and other acts done in the course of the Closing shall be deemed to have occurred concurrently.

Moreover, the Parties confirm that the legal obligations and acts undertaken at Closing are independent of each other and that the invalidity of any of the agreements entered into or any of the acts undertaken shall not affect the legal validity of any of the agreements entered into or acts undertaken.

4. ACTIONS PRIOR TO CLOSING

The Parties acknowledge that for the purpose of effecting the Closing, the following actions contemplated by the Global Frame Agreement to be taken prior to Closing have been taken or are deemed to have been taken as of Closing, it being understood that the table below is only a summary of, and subject to the exact wording in, the Global Frame Agreement and it being further understood that the list is not comprehensive.

Reference	Pre-Closing Action	Confirmation | Evidence
2.4 GFA	The Seller has delivered to the Purchaser a list of all Local Sellers.	Exhibit 1 – Copy of the list of Local Sellers
2.4 GFA	The Purchaser has delivered to the Seller a list of all Local Purchasers.	Exhibit 2 – Copy of the list of Local Purchasers
4.3 GFA	With regard to any transferable Permits which the Seller or Local Sellers have in their possession and which relate exclusively to the BSS Business, the Parties have agreed on its transfer as set forth in the respective Local Business Transfer Agreements.	The Parties have not identified any transferable Permits for the Closing Countries.
Schedule 1 to the GFA	The Seller appointed AON Hewitt as Actuary.	The Parties agree that the Actuary shall be appointed solely by Seller. For the avoidance of doubt, Section 8.3 of the Global Frame Agreement shall continue to apply.
4.4, 5.6.6, 5.7 para 1, 5.8.2(c), 7.1 para 2, 9.1.1, 18.8.3 GFA	The Parties have reviewed the respective Schedules to the Global Frame Agreement and the Seller has updated the following Schedules: • Schedule 1.1 to the GFA (Products of the BSS Business Line) • Schedule 4.1(a) to the GFA (Tangible Assets) • Schedule 4.1(b) to the GFA (Inventories) • Schedule 4.2(e) to the GFA (Convergent Mediation-Related Assets and Operations) • Schedule 4.2(g) to the GFA [redacted] **[Schedule redacted]** • Schedule 5.2.1(a) to the GFA (Exclusive BSS Customer Contracts, including Exclusive Care Contracts and Exclusive	[redacted] to [redacted] **[Exhibits redacted]**

42-40521587

Reference	Pre-Closing Action	Confirmation | Evidence
	Customer Supply Contracts) • Schedule 5.2.1(b) to the GFA (Exclusive BSS Contracts with Suppliers and Subcontractors) • Schedule 5.2.2(c) to the GFA (Convergent Mediation Customer Contracts) • Schedule 5.3(a) to the GFA (Bundled Care Contracts) • Schedule 5.3(b) to the GFA (Bundled Customer Supply Contracts) • Schedule 5.3(c) to the GFA (Other Material Bundled Contracts) • Schedule 5.6.6 to the GFA (Order Backlog) • Schedules 5.6.8 to the GFA (Site concept) • Schedule 5.8.2 to the GFA (Revenue Allocation List) • Schedule 7.1 to the GFA [redacted] **[Schedule redacted]** • Schedule 18.8.1 to the GFA (Securities for Transferred Contracts) • Schedule 18.8.2 to the GFA (Securities for Shared Contracts) • Schedule 18.11 to the GFA (Retained Convergent Mediation Customers)	
7.2 para 2 GFA	The Closing Local Purchasers have offered employment to each of the relevant Transferring	Purchaser hereby confirms that such offers have been

Reference	Pre-Closing Action	Confirmation | Evidence
	Employees.	made.
7.2 para 3 GFA	The Parties have mutually updated each other about any objections, refusals and acceptances of Transferring Employees.	Hereby confirmed by the Parties.
7.4 GFA	The Parties have cooperated as to the implementation of the transfer of Transferring Employees	Hereby confirmed by the Parties.
7.9 GFA	The Parties completed the works council consultation process by entering into a reconciliation of interests agreement (*Interessenausgleich*) and a social plan (*Sozialplan*) with regard to the consequences of the Transaction for employees in Germany.	The Parties acknowledge the "*NSN Gesamtbetriebsvereinbarung*" 2013/01 dated 8 February 2013 between NSN GmbH & Co KG, NSN Deutschland GmbH and the general works council (*Gesamtbetriebsrat*) of NSN GmbH & Co KG "*Interessenausgleich zur Betriebsspaltung und Überleitung der Geschäftigungsbedingungen zur Redknee (Germany) GmbH*"
7.10 GFA	[redacted] Seller will indemnify Purchaser, respectively Local Purchaser of such obligations. No liability or accrual shall be recorded in the Net Working Capital Statement [redacted] **[Employment terms redacted.]**	Not applicable
8.2.4 GFA	The Closing Local Purchaser for Germany has delivered a copy of the draft agreements with the Purchaser's CTA Provider to the Seller for its	Seller hereby confirms receipt.

Reference	Pre-Closing Action	Confirmation | Evidence
	approval.	
8.2.4 GFA	The Closing Local Purchaser for Germany has established an adequate Purchaser CTA under German law for the pension commitments towards the German Transferring Employees	The Parties acknowledge the Purchaser CTAs "*Treuhandvertrag – DC*" relating to deferred compensation and "*Treuhandvertrag –BAP*" relating to pensions dated 14/20 March 2013 and entered into between Redknee (Germany) GmbH and Deutsche Pensions Treuhand GmbH.
10.3.1(a) GFA	The Seller has delivered to the Purchaser a written statement of the Net Working Capital Estimate including the Estimated Non-German Pension Liabilities Adjustment Amount.	[redacted] – Copy of the Net Working Capital Estimate including the Estimated Non-German Pension Liabilities Adjustment Amount **[Exhibit number redacted.]**
10.3.1(b) GFA	The Seller has delivered to the Purchaser the estimate of the Initial Consideration.	[redacted] – Copy of the estimate of the Initial Consideration **[Exhibit number redacted.]**
10.3.1(c) GFA	The Seller delivered to the Purchaser the Initial Allocation Statement.	[redacted] – Copy of the Initial Allocation Statement **[Exhibit number redacted.]**
10.3.2 GFA	The Seller has notified the Purchaser about the account to which the Initial Consideration shall be paid.	Purchaser hereby confirms receipt.
2.1 Source Code Agreement	The Parties entered into an Escrow Agreement with the Escrow Agent.	[redacted] – Copy of the Escrow Agreement **[Exhibit number**

Reference	Pre-Closing Action	Confirmation | Evidence
		redacted.]
Schedule 2.3.2 to the GFA	The Parties agreed on an update of the list of Core Countries set forth in Schedule 2.3.2 to the GFA.	The Parties hereby agree that the following countries shall be the Core Countries: Germany, India, Poland and Finland.
Licence Agreement	Payment of consideration payable by NSN to [redacted] under the respective [redacted] Agreement in the amount of EUR [redacted] **[Amount and third party name redacted.]**	Seller and Purchaser agree that payment of the amount of EUR [redacted] shall be effected on account of Seller out of the Initial Consideration owed by Purchaser to Seller. **[Amount redacted.]**

5. CONDITIONS PRECEDENT TO CLOSING

The Parties confirm that the following Closing Conditions have, to the best of their knowledge, been satisfied:

Reference	Closing Condition	Confirmation | Evidence
14.1(a) GFA	Antitrust Clearances	The Parties have jointly concluded that no filings are to be made.
14.1(c) GFA	Non-occurrence of a Purchaser Material Adverse Change	Seller confirms that it does not wish to defer Closing on the basis of a Purchaser Material Adverse Change.
14.1(d) GFA	The Purchaser or any of its affiliates has entered into the [redacted] agreement with [redacted] attached in [redacted]_**[Third party name and exhibit number redacted.]**	

Reference	Closing Condition	Confirmation | Evidence
14.1(e) GFA	The Purchaser or any of its affiliates has entered into the [redacted] agreement with [redacted] attached in [redacted] **[Third party name and exhibit number redacted.]**	
14.1(f) GFA	The Purchaser, respectively the Closing Local Purchasers, and Seller, respectively the Closing Local Sellers have agreed on the - Local Business Transfer Agreements for all relevant Closing Local Sellers and Closing Local Purchasers (whereas the Parties have agreed that an additional short form transfer documentation is not required and, therefore, have dispensed with the preparation of respective Local Arrangements); - Schedule 1 and certain IT services for the Transition Services Agreement as foreseen under Section 9.1.1 of the Global Frame Agreement; - documentation for the implementation of the Site Concept as amended (i.e. adjustment of the RE TSA to cover all relevant sites and short-term transitional service agreements where necessary as well as sublease agreements for Germany and India); - Reseller Agreements as foreseen under Section 9.2 of the Global Frame Agreement; - Cooperation Agreement as foreseen under Section 9.3 of the Global Frame Agreement; and - Source Code Agreement as foreseen under Section 9.4 of the Global Frame Agreement.	The Parties hereby confirm that the terms of these documents have been finalized.
14.1(g) GFA	The Local Closing Conditions, if any, are either waived or have been met for the transfer of the BSS Business in the Closing Countries.	Hereby confirmed by the Parties.

Reference	Closing Condition	Confirmation | Evidence
14.1(h) GFA	No BSS Material Adverse Change has occurred between Signing and the Closing Date.	Purchaser confirms that it does not wish to defer Closing on the basis of a BSS Material Adverse Change.
14.1(i) GFA	A reconciliation of interests agreement (*Interessenausgleich*) and a social plan (*Sozialplan*) with employees in Germany in accordance with Section 7.9 of the Global Frame Agreement or as otherwise agreed to by the Purchaser has been entered into.	See Section 4, item referencing "7.9 GFA" above.
14.1(j) GFA	At least [redacted] Employees have agreed to transfer, or have waived any potential right to object to the transfer of their employment relationship, to the Purchaser or a Local Purchaser.**[Commercial term redacted.]**	Purchaser hereby confirms that the condition has been met.

Further, with regard to the following Closing Conditions the Parties (i) confirm that they have been waived and (ii) hereby restate that they are waived in accordance with Section 14.2 of the Global Frame Agreement:

Reference	Closing Condition	Confirmation | Waiver
[redacted] GFA	[redacted]	[redacted]**[Commercial term redacted]**

6. **AMENDMENTS AND FURTHER AGREEMENTS RELATING TO THE GLOBAL FRAME AGREEMENT**

6.1 Section 5.3

The Parties agree that Section 5.3 first para. of the GFA shall be amended to read as follows.

"The following Bundled Contracts of the Local Sellers as they relate partially to the BSS Business and partially to other businesses of the Local Sellers:

(a) certain Care Contracts as listed in **Schedule 5.3 (a)**;

(b) certain Customer Supply Contracts as listed **Schedule 5.3 (b)**;

(c) other contracts, which relate to the BSS Business, as listed in **Schedule 5.3 (c)**;

(d) those Customer Contracts listed in **Schedule 5.2.2 (c)**; and

(e) any other contracts or binding offers or licences not listed in Schedule 5.3 (a) to 5.3 (c) which are Bundled Contracts and to which the Seller or any Local Seller is a party as of Signing

(together the "**Shared Contracts**")

shall, unless otherwise provided for herein, each be unbundled

(i) into a separate contract exclusively relating to the BSS Business, which must be assumed by the relevant Local Seller, if

(x) performance is owed only in relation to the BSS Business with a scope which is materially identical to that owed under the Bundled Contract;

(y1) [redacted]

(y2) [redacted]

(y3) [redacted]

(z) [redacted]

[Commercial terms redacted.]

and

(ii) a separate contract exclusively relating to the other businesses of the Local Sellers, which shall be retained by the relevant Local Sellers.

Once a Shared Contract has been unbundled in accordance with (i) above, the part exclusively relating to the BSS Business becomes an “**Unbundled Contract**“."

As to the contracts listed in Schedule 5.2.1(a) marked in red (the "**Disputed Shared Care Contracts**") and the contracts listed in Schedule 5.2.1(b) (each as updated in this Closing Memorandum) marked in red (the "**Disputed Other Service Contracts**"). Purchaser has requested under Section 5.7 that such contracts shall be regarded as Shared Contracts under this Agreement. As Seller, is not sharing this view, the Parties will after Closing jointly review such contracts to determine in accordance with Section 5.7 whether such contracts constitute Transferred Contracts or Shared Contracts under this Agreement. For as long as such determination of such contracts is pending, the Parties shall not legally transfer the relevant contract. Correspondingly, the respective Schedules to the Local Business Transfer Agreements do also contain such Disputed Shared Care Contracts and Disputed Other Service Contracts. The Parties shall procure that the respective Local Sellers and Local Purchasers treat such contract likewise.

6.2 Section 5.5.3

The following Section 5.5.3 is hereby added to the Global Frame Agreement:

"5.5.3 If (i) a Third Party Consent for the transfer or unbundling of a Transferred Contract or a Shared Contract has been obtained, (ii) such Transferred Contract or Shared Contract qualifies as a Care Contract or a Customer Supply Contract, and (iii) the Purchaser (or the relevant Local Purchaser) [redacted], then (iv) the legal transfer of such Care Contract or Customer Supply Contract shall be postponed [redacted]

[redacted]. The foregoing shall not affect the economic transfer of the risks and benefits associated with the relevant Care Contract, Customer Supply Contract and Related Supply Contract to the Purchaser in accordance with this Agreement on the Closing Date. For the purpose of this Section 5.5.3, a "**Related Supply Contract**" shall be a supply contract which needs to be transferred or unbundled with legal effect to the Purchaser (or the relevant Local Purchaser) to put the Purchaser (or the relevant Local Purchaser) into the position to perform the relevant Care Contract or Customer Supply Contract in accordance with its terms."

[Commercial terms redacted.]

6.3 Section 5.6.6

Section 5.6.6 of the Global Frame Agreement is supplemented by the following additional paragraph to be added at the end of the Section:

"In deviation of the foregoing and irrespective of the right of the relevant Local Sellers to invoice the customer under the relevant Customer Supply Contract, in the period until [redacted] the Purchaser shall be entitled to issue a preliminary invoice to Seller (or the Local Seller if so directed by Seller) for the work completed on a Customer Supply Contract at the time each of the following “milestones” has been achieved: (i) delivery of [redacted], (ii) delivery of [redacted], and (iii) delivery of [redacted]. Any such preliminary invoice shall be payable within [redacted] days after receipt of such invoice. The preceding two sentences shall cease to apply as soon as the Purchaser confirms that in its reasonable opinion Seller has provided the required business visibility to the Purchaser.

Once the relevant Local Purchaser would be entitled to invoice its services pursuant to sentence 1 of Section 5.6.6, Purchaser and the respective Local Purchaser and Seller, respectively the Local Seller, will reconcile the preliminary invoices with such final invoices and settle any differences. The amount to be paid by the relevant Local Seller or in case of overpayment the amount to be repaid by the relevant Local Purchaser in respect of the relevant Care Contract compared to the prepayment invoice shall become payable [redacted] days after receipt of such invoice or credit note by the relevant Local Seller."

[Commercial terms redacted.]

6.4 Section 5.6.9

The following new Section 5.6.9 shall be added to the Global Frame Agreement:

> "In particular during the first three months after the Closing Date if so requested by Purchaser, Seller may – but shall not be required to – enter into new contracts with existing or new customers of the BSS Business. Such contracts shall be concluded at terms approved by the Purchaser and for the account of Purchaser and such contracts shall be transferred to Purchaser as soon as possible after it has been concluded. To this end, the new contract shall, in particular, contain an assignment clause permitting Seller or the relevant Affiliate to assign the new contract to Purchaser (or its Affiliate) without any further consent of the third party. Purchaser shall indemnify Seller against all obligations arising out of any such contract without this indemnification provision being subject to any limitation as to scope or amount. If the conclusion of such new contract would be secured by Securities, the appropriate security arrangements will have to be changed to ascertain that such Security does not secure any claims which may arise under the new contract. Section 5.8.3 remains unaffected."

6.5 Section 5.7 Sentence 3

Section 5.7 Sentence 3 of the Global Frame Agreement shall be amended to read as follows:

> "Purchaser may furthermore review at any time until twenty months after the Closing Date the Transferred Contracts set forth in the Schedules referred to in Section 5.2.1 as amended or updated pursuant to this Section 5.7 or identified pursuant to Section 5.12 and request that any such contract shall be regarded as a Shared Contract under the Agreement, if such contract provides (i) also for performances outside the scope of the BSS Business or (ii) for a liability or a liability limitation which refers to measures not confined specifically to the BSS Business."

6.6 Section 5.8.2(d)

Section 5.8.2(d) of the Global Frame Agreement is supplemented by the following additional wording to be added at the end of the Section:

> "In deviation of the foregoing, in respect of each Care Contract the Purchaser shall be entitled to invoice the Seller (or the Local Seller if so directed by Seller) for the period between the Closing Date and 30 June 2013 an [redacted] and for the third calendar quarter (1 July to 30 September) an [redacted] plus the amounts, if any, payable in respect of Terminating Care Contracts

upon an extension of the arrangement under Section 5.8.2(d) of the penultimate sentence (in each case in advance at the beginning of each of the aforementioned periods). It is understood though that (i) such invoicing shall not in any way affect the overall payment to be made in respect of such Care Contract in accordance with this Agreement and (ii) that after the end of each such quarter the relevant Local Purchaser shall issue an invoice in accordance with and at the time as otherwise contemplated under this Agreement. The amount to be paid by the relevant Local Seller or in case of overpayment the amount to be repaid by the relevant Local Purchaser in respect of the relevant Care Contract compared to the prepayment invoice shall become payable thirty (30) days after receipt of such invoice or credit note by the relevant Local Seller. The prepayment invoice for the second calendar quarter shall not be issued before 1 April 2013 and the prepayment invoice for the third calendar quarter shall not be invoiced before 1 July 2013. In case that the Purchaser confirms prior to 1 July 2013 that in its reasonable opinion Seller has provided the required business visibility to the Purchaser, the third calendar quarter shall not be invoiced in advance but shall be invoiced in accordance with the original agreement of the Parties set out in Section 5.8.2 lit (d), sentences 1 to 4.

With regard to such Care Contracts set out in [redacted] as terminating on [redacted] and the care contracts concluded with [redacted] and expressed to terminate on [redacted] (the "**Terminating Care Contracts**"), the Parties agree that

(i) the Seller shall pay to Purchaser for [redacted] months until [redacted] Purchaser respectively Local Purchaser shall not be obliged to repay such amounts if services were not actually required;

(ii) the Purchaser, respectively the Local Purchasers, shall continue to provide the care services currently covered by the respective Care Contract for [redacted] if so required.

The foregoing arrangements under (i) and (ii) shall terminate for a Terminating Care Contract if and when such Terminating Care Contract is extended by Seller with the consent of the Purchaser or if and when Purchaser (or the relevant Local Purchaser) concludes a new Care Contract with the relevant customer.

The foregoing arrangements are to be extended for a period of up to [redacted] for a Terminating Care Contract if Seller has requested such extension by [redacted].

For the avoidance of doubt, Seller shall be entitled at its own risk and benefit to put in place interim arrangements with the relevant customers covering the provision of the care services during the interim period for which it is obligated to pay the Purchaser or the relevant Local Purchaser in accordance with this provision."

[Commercial terms redacted.]

6.7 Section 5.12

The following new Section 5.12 is added to the Global Frame Agreement:

"5.12 Oversight Contracts

While the Seller has attempted to provide comprehensive lists of the Transferred Contracts and Shared Contracts which under and in accordance with the terms of this Agreement are to be transferred or unbundled, the updates of the respective Schedules for the Closing Date as attached hereto may not be conclusive. If within a period of [redacted] after the Closing Date either of the Parties becomes aware of any Transferred Contract or Shared Contract which has not been listed in the appropriate Schedule per the Closing Date but which under the terms of this Agreement should be transferred or unbundled because such contract partially or exclusively relates to the BSS Business, such Party shall inform the other Party thereof, provide copies of such contract (to Purchaser in case of Transferred Contracts and to an advisor of the Purchaser bound by professional secrecy (Hengeler Mueller) in case of Shared Contracts) and the Parties shall take and shall procure that their respective Affiliates take such steps and actions as are reasonably required to arrange for the transfer or unbundling of such contract as contemplated under this Agreement, provided that –

[Commercial terms redacted.]

(i) with regard to such contracts under which services, products and solutions are to be provided by the Purchaser or the respective Local Purchaser to third parties the following applies:

The Parties put each other into the same position they had been in if such contract had already been taken into account as of the Closing Date, namely

42-40521587

to the effect that any items related to such contract and relevant for the determination of the Net Working Capital pursuant to Schedule 10.1(B) of the GFA shall be determined and compensated, in particular (x) if and to the extent such contract is loss making or entails warranty obligations the Purchaser by respective payments by the Seller is put into the same position as if for such contract a warranty and/or a contract loss provision had been established under the Applicable Accounting Policies and (y) if per the Closing Date for such contract inventories or deferred expenditure/accrued revenues existed as established under the Applicable Accounting Policies and are now transferred with such contract to the Purchaser, respectively the Local Purchaser, Seller shall be compensated for the assets so transferred as if such assets had been taken into account for calculating the Net Working Capital, provided, however, that any payment to be made by the Purchaser, respectively the Local Purchaser, to the Seller, respectively the Local Seller, with regard to any such contract shall only be due and payable once and to the extent the Purchaser, respectively the Local Purchaser, has actually received payment by the respective customer under such contract

(ii) with regard to such contracts under which services, products and solutions are to be acquired from third parties these contracts shall only be transferred or unbundled:

(x) to the extent that the liability to be assumed by the Purchaser, respectively the Local Purchaser, under all such contracts in aggregate does not exceed EUR [redacted] **[Amount redacted.]**

and

(y) such contracts do not provide for the acquisition of services, products and solutions which the Purchaser, respectively the Local Purchasers, acquired after the Closing Date and therefore do not require any more.

The Contracts so identified and assumed after the Closing Date are referred to as “Oversight Contracts”.

It is agreed that Section 5 shall apply to the Oversight Contracts. Furthermore, it is agreed that such Oversight Contracts shall also be subject to the warranties under

Section 3.2 in Schedule 19.2; in particular, they shall not be deemed to have been disclosed prior to Signing."

6.8 Section 5.13

The following Section 5.13 is added to the Global Frame Agreement:

"The Seller undertakes to provide the Purchaser as soon as reasonably possible with regard to the Customer Supply Contracts and Care Contracts referred to under Section 5.6.6 and Section 5.8.2 on a contract by contract basis with an overview as to when and under which conditions payments are due/to be expected from customer in which amount and which currency ("business visibility").

The Parties furthermore agree that all payments under Section 5.6.6 and Section 5.8.2 shall be directly effected between Seller and Purchaser in EUROS.

All amounts set forth in Section 5 are expressed exclusive of any VAT, Sales Tax, Goods and Services Tax or similar taxes but if applicable such tax shall be payable at the then prevailing rate by the party owing payment for the services rendered and goods provided in accordance with applicable law. With regard to the services rendered or supplied by the Purchaser respectively the Local Purchasers in accordance with this Section 5, all amounts charged will be exclusive of any VAT, Sales Tax, Goods and Services Tax or similar taxes but if applicable such tax shall be payable at the then prevailing rate by the party owing payment for the services rendered and goods provided in accordance with applicable law. Section 22.4 shall apply mutatis mutandis. For the avoidance of doubt, any withholding tax payable in respect of payments by Seller or any Local Seller to Purchaser or Local Purchaser which is triggered because payments are to be made to an off-shore entity will be for the account of Purchaser or the relevant Local Purchaser. The Parties shall cooperate to minimize any such tax.

6.9 Section 15.2.2

Section 15.2.2 of the Global Frame Agreement is supplemented by the following additional wording to be added at the end of the Section:

"(l) the Parties shall enter into an Agreement for Shared Reference Network Service; and

(m) the Parties shall enter into a Reverse Transition Services Agreement."

6.10 Corrections

6.10.1 In Section 5.2.2 of the GFA, the reference in the last sentence "Section Error!Reference source not found." shall be corrected to "Section 5.11".

6.10.2 In Section 5.7 of the GFA, the reference to "Section 4.34.4" at the end of the first paragraph shall be corrected to "Section 4.4".

6.10.3 In Section 18.8.2 of the GFA, the first reference to "Schedule 18.8.1" shall be corrected to "Schedule 18.8.2", whereas the second reference shall remain unchanged.

6.10.4 In the Definition of Security the reference to "any Local Seller" shall be replaced by a reference to "any of Seller's Affiliates".

6.11 Section 23.2

The following new Section 23.2.3 is added to the Global Frame Agreement and the current Section 23.2.3 is renumbered as Section 23.2.4:

"23.2.3 NSN Confidential Information

Any Confidential Information of the Seller or any of its Affiliates, which does not relate to the BSS Business or the separation process as foreseen under the GFA or the contracts concluded thereunder, but which becomes accessible or comes into the possession of the Purchaser or any of its Affiliates in connection with the Transition Services Agreement or any other Transaction Agreement after the Closing Date shall, in addition to the provisions of Section 23.2.1, not be used by the Purchaser or any of its Affiliates for any purpose whatsoever, and the Purchaser and its respective Affiliates shall ensure that their officers and employees comply with this provision.

For the remainder, any Confidential Information of Seller or any of its Affiliates, which does not relate to the BSS Business or the separation process as foreseen under the GFA or the contracts concluded thereunder, but which comes into the possession of the Purchaser or any of its Affiliates in connection with the transfer of the BSS Business contemplated hereunder (including but not limited to files stored on any personal computers or personal/team network folders, including email folders, .pst files or back-up devices as well as paper files of the Transferring Employees and), shall, in addition to the provisions of Section 23.2.1, be destroyed or made unaccessible by Purchaser or the relevant Affiliates without undue delay after Closing or after Deferred Closing, as the case may be.

For the avoidance of doubt, the leakage of NSN Confidential Information to Purchaser or any of its Affiliates as described in the two preceding paragraphs shall not be considered to fall under the exemption of Section 23.2.2 lit. (c) of the GFA."

6.12 Deferred Closings

In order to implement their understanding of the provisions on Deferred Closing the Parties agree to amend and supplement Section 15.3 of General Frame Agreement as follows:

6.12.1 The Parties agree on Deferred Closings in the Deferred Countries. The Deferred Closings in the Deferred Countries are scheduled to take place within the next months once the legal and the operational reasons initially preventing the Closing ceased to exist, in particular, once operational Local Purchasers are available and/or the respective Local Closing Conditions are fulfilled.

The Parties agree that pending completion of any Deferred Closing or during [redacted] **[Commercial term redacted.]** after the Closing Date, whichever is earlier, the relevant Local Sellers shall continue to operate the relevant part of the BSS Business for the risk and benefit and on behalf of and, if so permitted under applicable law, after consultation and in cooperation with the Purchaser or the relevant Local Purchasers as the case may be, otherwise in the ordinary course of business in accordance with past practice. In doing so the Seller and the Purchaser undertake to put each other to the extent possible into the same position in which they would have been if the closing with regard to the Deferred Countries would have also occurred at the Closing Date. To such effect the Parties agree to the following:

(i) In the determination of the Net Working Capital and the Non-German Pension Liabilities Adjustment Amount, the BSS Business in the Deferred Countries shall be included as if the BSS Business in such countries was transferred to the Purchaser, respectively the Local Purchaser, on the Closing Date. In the event that upon the Deferred Closing (i) employees in the Deferred Countries which have been taken into account already for determining the Net Working Capital and the Non German Pension Liabilities do not enter into direct employment with the respective Local Purchaser or (ii) employees of the BSS Business in the Deferred Countries which have not been taken into account for determining the Net Working Capital and the Non German Pension Liabilities enter into a direct employment with Purchaser or any of its Affiliates, the Parties will put each other with regard to the Net Working Capital and the Non-German Pension Liabilities Adjustment Amount in the position they would have had, if the respective employee in case of (i) above had not or in case of (ii) above had been taken properly into account and *vice versa*. In case (i) and (ii) occur so late that they have not been taken into consideration in the final determination of the Net Working Capital and the Non-German Pension Liabilities Adjustment Amount and the Parties cannot agree on the related adjustment payments resulting therefrom, sections 6 to 11 of Schedule 10.2.1 of the GFA shall apply accordingly.

(ii) With regard to Shared and Transferred Contracts held by Local Sellers in Deferred Countries the provisions of Section 5 of the Global Frame Agreement as well as all other provisions of the Global Frame Agreement relevant in connection therewith (including but not limited to Section 22 of the Global Frame Agreement), in particular the back-to-back arrangements for Transferred Contracts and Shared Contracts, shall be deemed to apply between the Parties as of the Closing Date. The Purchaser shall in particular be entitled to invoice the Seller, respective the Local Seller, as foreseen under the Global Frame Agreement as amended regardless of whether such agreements will only be subject to a Deferred Closing.

(iii) The Parties agree that the Purchaser, respectively the Local Purchasers, shall reimburse the Seller respectively the Local Seller for the costs incurred in continuing the BSS Business in Deferred Countries between the Closing Date and the actual Deferred Closing for the respective Deferred Country as follows:

(a) for Employees: Purchaser and the Local Purchaser shall reimburse the Employment Costs incurred by Seller, respectively Local Sellers [redacted] **[Commercial term redacted.]**

(b) for IT Services: Purchaser and the Local Purchaser shall reimburse the costs agreed under Schedule 1 - IT to the TSA for operations in Deferred Countries if and to the extent a payment of costs is foreseen under such TSA, provided, however, that any free-of-charge service period hereunder shall reduce the free-of-charge service period provided for under the TSA for the relevant service after the respective deferred closing.

(c) for Real Estate: with regard to such locations in Deferred Countries to which the RE TSA or the Short-Term TSA applies, Purchaser and the Local Purchaser shall reimburse the costs for such locations as set forth in such RE TSA or the Short-Term TSA, whereas for such locations which are not specifically addressed in either the RE TSA or the Short-Term TSA no real estate costs shall be reimbursed.

The Parties agree that with regard to Employees, IT Services and Real Estate no other costs than those to be reimbursed under (a), (b) and (c) will need to be reimbursed. In addition, no further overhead and general charges for services described in Schedule 2 to the TSA shall be reimbursed. Any other costs including third party expenses incurred from time to time for services rendered or provided upon request, in particular, travel expenses or alike costs, will be reimbursed at cost.

Any costs to be reimbursed pursuant to this (iii) may be invoiced per the end of each month for such month and are payable within 30 (thirty) days after receipt of such invoice. The invoice must (i) set out such costs in reasonable detail to enable Purchaser to verify such costs and (ii) provide for payment in EURO.

6.12.2 The Parties understand that with regard to the BSS Business in Deferred Countries it will not be possible to fully implement the Schedule 1 - IT to the TSA for such Deferred Countries between Closing and the respective Deferred Closing. Rather, NSN will continue to render the current NSN IT services to be BSS Business in the Deferred Countries. In addition, (i) the Purchaser shall be granted the permission to install extra software on the Terminals of the Deferred Employees upon written consent of NSN in the individual case, such consent not to be unreasonably withheld or delayed, and (ii) access to the Purchaser's system for the Deferred Employees will be granted through VPN connection.

6.13 Further Agreements

The Parties furthermore agree in order to implement the transaction and thereby to amend and supplement the General Frame Agreement as follows:

6.13.1 With regard to the offers made by Seller and its Affiliates which are listed in **Exhibit 7 A** (status as of 25 March 2013) and which are currently pending, the following shall apply:

(a) If such offer is generally accepted but requires further negotiations with the customer, Purchaser shall lead such negotiations, agree the relevant terms with the customer and conclude the relevant contract with the customer in its own name. If Purchaser at that time is not in the position to conclude such contract in its own name, Section 5.6.9 shall apply.

[redacted] In the context of the back-to-back arrangements applicable to the Payment Arrangement, if any disbursements are to be made under such Payment Arrangement prior to its transfer to the Purchaser, such disbursement is to be made by or on behalf of Purchaser. **[Commercial terms redacted.]**

(b) As the Purchaser did not have the opportunity to review Exhibit 7 A in detail the disclosure of the information contained in Exhibit 7 A shall be of no relevance to the question of whether the Purchaser under the GFA is entitled to any claims against Purchaser based on a breach of covenants or breach of representations and warranties.

6.13.2 The Parties agree that the Sellers car fleet arrangements for cars used by Transferred Employees fall within the scope of Section 5.4 of the Global Frame Agreement. Accordingly, no unbundling shall take place in respect of these agreements and the respective car leases. Instead, the Parties agree that the back-to-back arrangements pursuant to Section 5.6.1 of the Global Frame Agreement shall apply with effect as of the Closing Date. In particular, Seller shall be compensated for any costs and liabilities incurred in connection with such cars vis-à-vis the lessors or third parties for time periods after the Closing Date. The Parties shall in good faith discuss an appropriate arrangement to transfer the underlying car leases to the Purchaser, the relevant Local Purchaser or the relevant Transferred Employee.

6.13.3 The Parties confirm that the Site Concept has been amended and restated as per Exhibit 3-13 to this Closing Memorandum (to form the revised Schedule 5.6.8 – Site Concept to the Global Frame Agreement) and that it has been implemented by way of execution of the (i) RE TSA; (ii) Short-Term TSA and (iii) sublease agreements referred to under Section 7.1 of this Closing Memorandum.

6.13.4 With regard to the software currently used in and for the operation of the labs of the BSS Business the Parties agree to the following:

(i) The Parties will use their respective Reasonable Best Efforts to procure that such rights and such software can be transferred to the Purchaser or respective Local Purchasers without any additional charges and costs to be paid to third parties.

(ii) If a transfer of such rights and such software is not possible without being required to make payments to third parties, the Seller and Purchaser will share the costs of such payments equally, provided, however, that the Seller shall not be obliged to share the costs required for a transfer of the "clear case" software.

(iii) The Parties are furthermore in agreement that in order to allow for a transfer of the rights under (i) and (ii) the Seller and its Affiliates will procure that the Purchaser, respectively the Local Purchasers, [redacted]. **[Commercial terms redacted.]**

6.13.5 The Parties furthermore agree with regard to the [redacted] agreements entered into by Purchaser, respectively Local Purchasers with [redacted] and [redacted] and attached hereto as Exhibits A and B on the following:

(i) The Seller undertakes to pay all royalties or other payments required by [redacted] and [redacted] or their affiliates for granting such rights to the Purchaser, respectively the Local Purchasers, provided for under the agreements attached hereto as Exhibits A and B. If the Purchaser under said agreements are required to demonstrate that and to what extent activities had been part of the BSS Business as of the date hereof, the Seller shall provide its support to produce the relevant information and evidence to the extent that such information or evidence is reasonably available to it.

(ii) The Parties acknowledge that Seller and Local Sellers have had the benefit of the [redacted] granted under the [redacted] dated 3 April 2007 between [redacted] and [redacted] disclosed to Purchaser and its advisors in the clean room folder (in subfolder "14.4.6 [redacted] Agreement") of the Data Room in redacted form (such agreement in such redacted form, the “**Redacted [redacted] Agreement**”). Seller hereby

(a) extends the benefit of the [redacted] under clauses 3.7.3 and 3.8 of the Redacted [redacted] Agreement with regard to [redacted] (as defined in the Redacted [redacted] Agreement) and grants [redacted] under clause 5.8.2(c) of the Redacted [redacted] Agreement with regard to [redacted] (as defined in the Redacted [redacted] Agreement) from the Closing Date until the second anniversary of the initial Closing Date under the GFA only; and

(b) grants [redacted] under clause 5.5.2(c) of the Redacted [redacted] Agreement with regard to [redacted] (as defined in the Redacted [redacted] Agreement) and under clause 5.8.2(c) of the Redacted [redacted] Agreement with regard to [redacted] (as defined in the Redacted [redacted] Agreement) from the Closing Date until the second anniversary of the initial Closing Date under the GFA only

to Purchaser and relevant Local Purchasers for, and limited to, the BSS Business and on, and subject to, the terms and conditions reflected on the Redacted [redacted] Agreement. Seller confirms that it has not received a notice referenced to in clause 5.6 of the Redacted [redacted] Agreement as of the Closing Date.

[Commercial terms redacted.]

6.13.6 The Parties have discussed [redacted]. Purchaser agrees that the [redacted], including without limitation [redacted], solution and business of the Seller and its Affiliates does not violate Section 18.10.1 of the General Frame Agreement

(a) provided Seller and its Affiliates does not proactively seek to swap the installed base of [redacted] (customer deployments at the time of the initial Closing Date excluding the following [redacted] customers: [redacted], and

(b) further provided that Seller and its Affiliates will conduct such swap only upon being expressly requested by the customer, and

(c) further provided that the Seller shall give the Purchaser a notice which shall inform the Purchaser of the customers intention to implement such swap and providing the information reasonably available to Seller and its Affiliates on the customer and its requests (provided that the Seller or the relevant Affiliates shall not be required to provide any information to Seller which the Seller or the relevant Affiliate are not permitted to share with Purchaser), and

(d) furthermore provided is has not entered into a binding agreement to implement a swap until the expiration of a period of 180 days after giving the notice referred to above in order to give the Purchaser the opportunity to attempt to reverse such swap decision by the customer.

For the avoidance of doubt, if Seller does fail to comply with the foregoing obligations, it may be in breach of the non-compete undertaking by engaging in the [redacted] of the [redacted] business.

To further clarify the situation with regard to IMS, the Parties further agree that the Cooperation Agreement shall not apply to the IMS, including without limitation IMS SPDF, business of the Seller and its Affiliates.

With regard to the related discussions concerning resale of [redacted] by Seller and its Affiliates, the Parties acknowledge and agree that the Cooperation Agreement is not applied to sales opportunities which involve enhancement or expansion of existing [redacted] installed base, but that the provisions of the Cooperation Agreement apply to resale of [redacted] to any new customers.

[Commercial terms redacted.]

6.13.7 The Parties furthermore agree that (i) notwithstanding any diverging wording in the Local Business Transfer Agreements signed or (ii) the fact that such Local Business Transfer Agreements may not refer to the Global Frame Agreement, they will procure that they put each other and the respective Local Sellers and/or Local Purchasers in the position they would be in if such Local Business Transfer Agreements would be in full compliance with the Global Frame Agreement. They are in particular in agreement that notwithstanding the purchase prices agreed in the respective Local Business Transfer Agreements and the payments made thereunder they will procure that in balance all such payments will be in compliance with the Global Frame Agreement. If any Local Business Transfer Agreement executed to implement this Transaction is not legally effective, the Parties shall remedy such deficiency.

6.13.8 The Parties understand that with respect to certain assets to be transferred in [redacted] some of these assets may still be subject to a [redacted] procedure. For as long as such [redacted] procedure has not been completed and the assets therefore cannot be moved to the respective Local Purchaser the Seller will procure that the employees of the Local Purchaser will be granted access to such assets as is required to continue the operations of the BSS Business in [redacted]. **[Commercial terms redacted.]**

6.13.9 Under the Software Licence Agreement for [redacted] ("[redacted] **Reseller Agreement**"), the Parties have agreed on a Minimum Purchase Obligation of Nokia Siemens Networks Oy applicable to the time period of the first twenty-four months after Closing. The Purchaser acknowledges that such Minimum Purchase Obligation shall only apply once for the first twenty four months following Closing and shall not be extendable. It shall constitute the sole remedy of Purchaser and its Affiliates under or in connection with the Transaction Agreements in relation to the policy customer contracts business. **[Commercial terms redacted.]**

6.13.10 Notwithstanding anything to the contrary contained in (and, where applicable, as an expressly agreed amendment to the terms of) any Transaction Agreement (including without limitation [redacted] Reseller Agreement, Sections 3.5 and 3.6 of the IPA and Section 2.3 of the Source Code Agreement), the Parties agree with regard to the following Clone-and-Own Software included to Schedule 1.5 of the IPA and Appendix 4 of the Escrow Agreement

Product/component Name	SW Name, version	Purpose
Telecommunications Services Platform	[redacted] on Solaris/SPARC (TSP layer - self-made parts)	Runtime Environment
Telecommunications Services Platform	[redacted] on LINUX / ATCA (TSP layer - self-made parts)	Runtime Environment
Common Application Framework	[redacted] on LINUX / ATCA (CAF layer - self-made parts)	Runtime Environment
Common Application Framework	[redacted] on Solaris/SPARC (CAF layer - self-made parts)	Runtime Environment

(hereafter "**Delayed Clone-and-Own Software**") as follows:

(a) Seller will provide the documentation of the Delayed Clone-and-Own Software to Purchaser by April 30th, 2013.

(b) Seller will provide the Delayed Clone-and-Own Software to Purchaser by May 31, 2013.

(c) Seller and Purchaser will negotiate in good faith and establish an Amendment of the TSA Schedule 1 with an additional part G ("**Part G**") promptly following the Closing (with due regard to the joint evaluation of treatment of the Delayed Clone-and-Own Software within two months from Closing as set out below). Part G will provide for the following TSA services:

  (i) competence transfer to and enabling of Purchaser's development and technical support organization (or 3rd parties acting on behalf of Purchaser on this matter) with regard to the Delayed Clone-and-Own Software, and

  (ii) provision of tier 3 technical support services and development for the Delayed Clone-and-Own Software to Purchaser.

  TSA services under Part G will be provided for a period of 6 months from the initial Closing Date (the "[redacted] **Transition Period**") free of charge. The Parties will use their Reasonable Best Efforts to conclude the TSA services during the [redacted] Transition Period. If reasonably required, Purchaser may extend these TSA services for up to 6 additional months by a written request to Seller. Any such TSA services rendered under Part G after the [redacted] Transition Period will be free of charge.

(d) After the [redacted] Transition Period, Purchaser will deposit software and documentation for the Delayed Clone-and-Own Software in accordance with the Source Code Agreement.

(e) During the [redacted] Transition Period, Seller will be responsible for the Delayed Clone-and-Own Software and will make the Delayed Clone-and-Own Software available to Purchaser for all NSN deployments of [redacted] releases under the [redacted] Reseller Agreement.

(f) After the [redacted] Transition Period, Purchaser takes over the overall responsibility for development and maintenance of the Delayed Clone-and-Own Software (including integration of third party elements) covering all NSN deployments of [redacted] releases served under the [redacted] Reseller Agreement.

(g) To comply with the above Purchaser will need additional capacity, however no additional personnel shall transfer from Seller or its Affiliates to Purchaser. The Purchaser may decide in its discretion to develop the relevant capacities in-house, subcontract them from [redacted] as an extension of the current subcontracting agreement for [redacted] on [redacted], or subcontract them from another supplier. Purchaser will use Reasonable Best Efforts to minimize the operational cost for the Delayed Clone-and-Own Software as referenced to in Section 7 of Appendix A of the [redacted] Reseller Agreement.

The Purchaser and Seller mutually agree to evaluate within the first two months after the initial Closing the need to address the Delayed Clone-and-Own Software as Clone-and-Own Software under the [redacted] and the allocation of responsibility for the development and maintenance of the Delayed Clone-and-Own Software (including integration of third party elements) in conjunction with the [redacted] Reseller Agreement. If the Parties mutually agree that release [redacted] will meet it release schedule and content, the Parties can mutually agree to not implement the proposed clone-and-own approach with regard to the Delayed Clone-and-Own Software (as contemplated above and under Sections 3.5 and 3.6 of the IPA and the [redacted] Reseller Agreement) and to amend relevant Transaction Agreements accordingly, including without limitation agree to

(h) treat the Delayed Clone-and-Own Software as Licensed Software under the [redacted],

(i) not implement the competence transfer with regard to the Delayed Clone-and-Own Software to Purchaser,

(j) release Purchaser from obligations to assume the overall responsibility for development and maintenance of the Delayed Clone-and-Own Software (including integration of third party elements) contemplated being assumed by it after the [redacted] Period under the [redacted] Reseller Agreement,

(k) remove provisions regarding operational cost for the Delayed Clone-and-Own Software as referenced to in Section 7 of Appendix A of the [redacted] Reseller Agreement.

[Commercial terms redacted.]

6.13.11 Without undue delay after the end of the current calendar quarter, Seller shall provide to Purchaser an update of Schedule 5.6.6 reflecting the status as of the Closing Date.

6.14 [redacted] Guarantee

The Parties have agreed to update Schedule 18.8.2 and the updated schedule is attached to this Closing Memorandum as Exhibit 3-17. The updated Schedule 18.8.2 contains a guarantee issued by [redacted] for the benefit of [redacted]. The Parties shall approach [redacted] in connection with the transfer of the agreements forming part of the BSS Business to the Purchaser with the objective to obtain a release of [redacted] from this guarantee in respect of liabilities arising out of or in connection with the agreements to be transferred to the Purchaser and shall pursue such objective in good faith. The agreements secured by such guarantee shall not be transferred legally to the Purchaser until such release is obtained. Purchaser shall not enter into any new agreement with [redacted] which is being secured by the existing guarantee. Until such time that Seller is released from the guarantee, the guarantee issued to [redacted] shall be treated in accordance with Section 18.8.2 of the GFA (as amended with respect to the wrong reference contained therein in accordance with Section 6.10.3 hereof), provided that the total amount of compensation payable annually on account of the securities listed in Schedule 18.8.2 shall be capped at [redacted]. It is understood that any obligation of Purchaser to indemnify Seller and its Affiliates including [redacted] of any liability under such guarantee shall be subject to Section 18.8.5 of the GFA.

[Third party names and commercial terms redacted.]

6.15 Use of Sellers Corporate Cards

6.15.1 Following the initial Closing, the Purchaser will implement its own corporate credit card arrangement with respect to the [redacted]. However, as the implementation is likely to take several weeks after Closing, the Seller agrees that the [redacted] (such credit cards the "**Seller Corporate Cards**") as set forth hereinafter.

[Commercial terms redacted.]

6.15.2 The Purchaser will use its reasonable efforts to provide that the use of the Seller Corporate Cards by the [redacted] shall be (i) limited to a fixed period of [redacted] weeks following the Closing relevant for the respective [redacted] (ii) limited to the BSS Business carried out by the Purchaser and (iii) strictly in compliance with the applicable corporate credit program, policies, arrangements and agreements in place with respect to the Seller Corporate Cards. The Seller will use its Reasonable Best Efforts that upon expiry of said [redacted] weeks following the respective Closing Sellers Corporate Cards held by [redacted] will expire and cannot be used any more.

[Commercial terms redacted.]

6.15.3 After the expiration of the above [redacted] weeks period the Purchaser will use its reasonable efforts to provide that (i) all Seller Corporate Cards will be returned without undue delay and (ii) [redacted] will use a Seller Corporate Card anymore.

[Commercial terms redacted.]

6.15.4 The Purchaser shall reimburse, indemnify and/or hold harmless the Seller and/or Local Sellers [redacted].

[Commercial terms redacted.]

6.15.5 The Parties undertake to reasonably cooperate with each other in all matters relating to the Seller Corporate Cards.

6.15.6 For the avoidance of doubt, all arrangements in connection with the Seller Corporate Cards shall not form part of the Transferred or Shared Contracts that relate to the BSS Business and, therefore, not be split and/or transferred to the Purchaser.

6.16 Further Support

The Parties acknowledge that Seller under the Source Code Agreement is required to provide certain data to the Escrow Agent (as therein defined). Seller will require the continued support of certain Transferred Employees to comply with this obligation. Purchaser shall procure that the Transferred Employees reasonably required to collect and prepare such date for deposit with the Escrow Agent (in particular those Transferred Employees who have already been involved in the preparation of such deposit) shall be made available so as to permit Seller to deposit the relevant data with the Escrow Agent as contemplated under the Source Code Agreement.

The Parties further acknowledge that the Seller continues to identify all contracts which are to be transferred to the Purchaser in accordance with the GFA and to collect the documentation in respect thereof. Seller will require the continuous support of certain

Transferred Employees to finalise this effort. Purchaser shall procure that the Transferred Employees reasonably required to identify and collect such information and documentation shall continue to be made available to Seller for this purpose.

The confidentiality obligation under the GFA (as amended herein under Section 6.11) shall apply to any NSN Confidential Information which the Transferred Employees may become privy to in connection with performing these tasks.

6.17 Arrangements with regard to the contracts with [redacted]

The Parties shall put in place a reseller [redacted] agreement with regard to the contracts with [redacted] in accordance with the term sheet attached hereto as [redacted].

[Third party name and commercial terms redacted.]

6.18 Term Sheet re: [redacted]

The Parties have executed a term sheet re: Subcontract for [redacted] which is attached hereto as [redacted].

[Third party name and commercial terms redacted.]

7. CLOSING ACTIONS

The Parties acknowledge and agree that each and all of the steps and actions to be taken in the course of the Closing ("**Closing Actions**") will be deemed to have occurred only upon this Closing Memorandum having been signed.

The Parties proceed to the Closing Actions as follows:

7.1 Joint Actions by the Parties

Reference	Closing Action	Evidence
15.2.2(a) GFA	Execution of the IP Transfer and License Agreement ("**IPA**"). Included in the IPA are the schedules thereto as updated and agreed.	[redacted]
15.2.2(a) GFA; 2.1.2 IPA	Execution of the Patent Assignment Agreements	[redacted]
15.2.2(a) GFA; 2.1.4 IPA	Execution of the Trademark Assignment Agreements	[redacted]

Reference	Closing Action	Evidence
15.2.2(b) GFA	Execution of the Local Business Transfer Agreements with respect to the Closing Countries, i.e.: - Austria; - Croatia; - Germany; - India; - Finland (three separate agreements); - Poland; - Portugal; - Sweden; - The Netherlands; - United Kingdom; and - United States of America.	[redacted]
15.2.2(d) GFA	Execution of the Transition Services Agreement	[redacted]
15.2.2(e) GFA	Execution of the RE TSA	[redacted]
15.2.2(e) GFA	Execution of the Short-Term TSA	[redacted]
Schedule 5.6.8 to the GFA	Execution of the sublease agreement for India[3]	[redacted]
Schedule 5.6.8 to the GFA	Execution of the sublease agreements for Germany	[redacted]
15.2.2(f) GFA	Execution of the GSM-R Reseller Agreement	[redacted]
15.2.2(g) GFA	Execution of the Policy Reseller Agreement	[redacted]
15.2.2(h) GFA	Execution of the Cooperation Agreement	[redacted]
15.2.2(i) GFA	Execution of the Source Code Agreement	[redacted]

[3] Sublease for the 4th Floor of the Bangalore site (L5 Wing B Manyata Business Park, Bangalore, India).

Reference	Closing Action	Evidence
15.2.2(l) GFA (new)	Execution of Agreement for Shared Reference Network Services	[redacted]
15.2.2(m) GFA (new)	Execution of the Reverse Transition Services Agreement	[redacted]
	Execution of the escrow agreement with [redacted] ("**Initial Consideration Escrow Agent**")	[redacted]

[Third party name and exhibits redacted.]

7.2 Actions by the Purchaser or Local Purchaser

(Section of the GFA)	Closing Action	Evidence
15.2.2(j)	Payment of the Initial Consideration in the amount of [redacted] by wire transfer of immediately available funds to the following account ("**Initial Consideration Escrow Account**"): Holder: [redacted] Bank: [redacted] Account no.: [redacted] Sort Code: [redacted] Currency: [redacted] To such end the Parties and the Initial Consideration Escow Agent have entered as of the day hereof into the Escrow Agreement attached hereto as Exhibit 24 (Escrow Agreement)	Confirmation of receipt by Landesbank Berlin. The Parties acknowledge (i) that the Initial Consideration Escrow Agent shall as set forth in the Escrow Agreement release and transfer the full amount of [redacted] minus the local purchase price for India in the amount of [redacted] i.e. a total amount of [redacted] upon receipt of a copy of the executed Closing Memorandum (excluding any attachments thereto) to the following Seller's bank account as provided for in the escrow agreement with the Initial Consideration Escrow Agent: Entity: [redacted] Bank: [redacted], [redacted] IBAN: [redacted] SWIFT: [redacted] Currency: [redacted] (ii) that upon receipt of a copy of the executed closing memorandum (excluding an attachment thereto) the Initial Consideration Escrow Agent shall pay on behalf of the Seller an amount of [redacted] to [redacted] as follows: Entity: [redacted] Bank: [redacted] Account No.: [redacted] Bank Identification Code No.: [redacted]

(Section of the GFA)	Closing Action	Evidence
		IBAN: [redacted] With reference to "[redacted]" Currency: [redacted] (iii) that the Initial Consideration Escrow Agent shall as set forth in the Escrow Agreement release an amount equalling the local purchase price for India of [redacted] the above mentioned Sellers Bank Account if so requested by Seller in writing from the Purchaser and the Initial Consideration Escrow Agent at the earliest two Banking Days (as defined in the Escrow Agreement) after the Closing Date unless Purchaser (i) has objected to such release within two Banking Days after receipt of such request and (ii) has submitted a bank confirmation that the local purchase price for [redacted] the amount of the [redacted] equivalent of [redacted] has already been paid to the following account of the Local Seller [redacted]: Entity: [redacted] Bank: [redacted] Account No.: [redacted] IFSC Code: [redacted] Currency: [redacted]

[Amount and banking information redacted.]

7.3 Local payments of Local Purchase Prices

The Parties acknowledge that [redacted] Technologies Private Limited, India, shall pay the Local Purchase Price in the amount of [redacted] to Nokia Siemens Networks Private Limited, India, equalling an amount of [redacted]. The Parties acknowledge that Section 10.5.2 of the GFA shall not apply to such payment, but that the amount of [redacted] (equalling the Euro equivalent of the Local Purchase Price for [redacted] paid by the Local Purchaser [redacted]) shall be deducted from the Initial Consideration payable by the Purchaser to the Seller. **[Amount and third party name redacted.]**

8. COMPLETION OF CLOSING

The Parties hereby confirm that the Closing was completed on 28 March 2013 and that it and all of the agreements concluded at Closing will take effect as of 24.00 hours on 29 March 2013 which therefore is the “**Closing Date**”.

9. GENERAL; INCORPORATION OF PROVISIONS

The provisions of Section 24 ("General Provisions, Assignment") and Section 25 ("Governing Law and Dispute Settlement") of the Global Frame Agreement are incorporated into this Agreement in their entirety.

IN WITNESS WHEREOF, the Parties have executed and delivered this Closing Memorandum with legal and binding effect as of the date and year first above written.

For and on behalf of	For and on behalf of
Nokia Siemens Networks B.V.	**Redknee Solutions, Inc.**
"Pasi Virtanen"	*"Chris Newton-Smith"*
By:	By:
Name: Pasi Virtanen	Name: Chris Newton-Smith
Title:Authorized Signatory	Title: Officer
"Krispin Vicars"	*"Vishal Kothari"*
By:	By:
Name: Krispin Vicars	Name: Vishal Kothari
Title: Director, M&A	Title: VP, Global Services

Schedule 6.7 to the Closing Memorandum

Deferred Employees

BSS Business

During the term of this Agreement, as a matter of principle, the Deferred Employees shall work for the benefit of the BSS Business as acquired by the Purchaser unless otherwise agreed between the Parties. They may be engaged in the carve-out & integration activities of the BSS Business as reasonably requested by either of the Parties such as for the purposes of the data carve-out and transfer. Any material changes in activities engaged by the Deferred Employee shall be agreed in writing between Seller Manager and Purchaser Manager as defined in the Transition Services Agreement; the consent of the respective other Party to any changes requested shall not be unreasonably withheld or delayed.

To the extent above described activities of the Deferred Employees are dependent on and/or require coordination with the work of already transferred Transferred Employees, Purchaser undertakes to make such Transferring Employees available for such activities on its own cost and is responsible for the overall coordination of the work by the Transferring Employees, whereby with regard to Deferred Employees the respective Local Seller will support the Purchaser therein, subject however to clauses 3 and 4 below.

The relevant Local Sellers shall provide for the following services (together the "**HR Services**") with respect to the Deferred Employees:

1. Continued employment

The relevant Local Sellers shall continue to employ the Deferred Employees during the term of this Agreement and shall pay all Employment Costs with respect to the Deferred Employees. The relevant Local Sellers shall continue to be responsible for all contractual obligations and responsibilities related to the legal position as employer of the Deferred Employees and shall remain responsible for the compliance with local employment laws with respect to the Deferred Employees during the term of the continued employment. The relevant Local Sellers shall not amend the terms of the employment agreements with the Deferred Employees beyond such amendments which Seller or Local Seller also implement for their other employees in the ordinary course of business unless instructed to do so by Purchaser or obliged by applicable law and shall exercise any material rights under the employment agreements with the Deferred Employees after prior written approval by Purchaser only, in particular any sanctions based on conduct and a determination of the Deferred Employees' entitlement to variable compensation.

2. Working environment

The relevant Local Sellers shall allow the Deferred Employees to continue working on the Local Sellers's premises and shall provide the Deferred Employees with the necessary office equipment and such other support to continue full performance of the Deferred Employee's job duties and responsibilities in accordance with past practice.

3. Right of direction

Purchaser will have sole responsibility and authority to direct the Deferred Employees in performance of the Deferred Employees' job duties and responsibilities via relevant Local Sellers. The relevant Local Sellers will follow Purchaser's instructions with respect to the use of the relevant Local Sellers's right as employer to give directions to the Deferred Employees, to the extent such instructions comply with applicable law and do not lead to non-compliance of relevant Local Sellers with local employment laws. If and to the extent Local Sellers have not received any instructions Local Sellers will provide that the operations of the BSS Business are continued in accordance with past practice. Purchaser acknowledges that the Deferred Employees will have access to NSN proprietary information, and will not issue any instructions or direction which will lead to the disclosure of such NSN proprietary information to Purchaser or any third parties including any directors, employees or service providers to Purchaser.

4. Supervision

The relevant Local Sellers shall, as the employer of the Deferred Employees, support Purchaser's supervision of the Deferred Employees, in particular with respect to the implementation, if necessary, of any instructions issued by Purchaser according to Section3.

5. Adjustment of remuneration

The relevant Local Sellers shall implement adjustments of the remuneration for the Deferred Employees as directed by Purchaser, provided however that any such directions must be in compliance with applicable law and the respective employment relationship.