



# Nokia Severance Plan

## **Summary Plan Description and Plan Document**

January 2017

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## Introduction

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Nokia's benefit programs can be an important part of your financial security. The Nokia Severance Plan (the "Plan") is intended to provide compensation and related benefits to eligible employees who experience a loss of wages during a period of unemployment that arises from an involuntary termination of employment as defined in the Plan.

This document serves as both the official plan document of the Plan and also as the Plan's Summary Plan Description (SPD). It sets forth the terms of the Plan as of January 1, 2017. In this regard, although this document was adopted and published at the end of 2016, it applies only with respect to eligible terminations of employment having a Notification Date (as defined in this document) on or after January 1, 2017.

The Company expects to continue the Plan but reserves the right to amend, modify, or terminate it, in whole or in part, at any time by resolution of the Company's Board of Directors or its duly authorized delegate(s).

<p>This document constitutes an amendment and restatement of the Plan and replaces all prior communications regarding the Plan.</p>
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## Article 1: Purpose and History of the Plan

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**1.1. Purpose.** The purpose of this, the Nokia Severance Plan (the “Plan”), is to provide compensation and related benefits to Eligible Employees, as defined in Section 2.7, who experience a loss of wages during a period of unemployment that arises from an involuntary termination of employment as defined in the Plan.

The Severance Plan Administrator and Employee Benefits Committee have authority to award severance benefits only in situations addressed under this Plan. If the Plan makes no specific provision for awarding severance benefits in a particular situation, then no severance benefits will be awarded.

The provisions of the Plan have been put into place to comply with the spirit and the letter of the WARN Act, as defined in Section 2.35. Therefore, a minimum nine (9) week Notification Period, as defined in Section 2.15, will be given regardless of whether the provisions of the WARN Act have been triggered.

The Plan provides a combination of Salary Continuation and Outplacement Services, as defined, respectively, in Section 4.1 and Section 4.2. In addition, the Severance Payment, as defined in Section 4.3, is provided in consideration for an Eligible Employee's signing and returning of the Separation Agreement and General Release, as defined in Section 2.26.

This Plan applies to Eligible Employees of a Participating Company, as defined in Section 2.19. Notwithstanding this fact, the Plan does not establish a legal obligation for a Participating Company to pay any severance benefits, and each Participating Company reserves the right to discontinue offering severance benefits or, in the future, to provide for a lesser amount of severance benefits than set forth in this document.

**1.2 History.** The Plan was originally established effective October 1, 1996 as the Lucent Technologies, Inc. Separation Plan for Management and Lucent Business Assistant Employees. It was thereafter amended and restated effective July 1, 1999; again amended and restated effective February 15, 2001; again amended and restated effective October 1, 2003; again amended and restated effective April 1, 2006; again amended and restated effective December 1, 2007; again amended and restated effective January 1, 2008; and again amended and restated effective December 31, 2008, with certain amendments, intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), effective as of January 1, 2006.

On January 15, 2009, the Plan was again amended and restated, effective as of January 1, 2009, (1) to reflect, for newly hired eligible employees, a new “harmonized” plan design; (2) to preserve, notwithstanding the establishment of such new harmonized plan terms, the “legacy Alcatel” and “legacy Lucent” benefit schedules for grandfathered populations of employees; and (3) to rename the Plan the “Alcatel-Lucent Severance Plan.” In connection with that amendment and restatement, The Alcatel USA, Inc. Severance Benefits Plan (the “Alcatel Plan”), part of The Alcatel USA, Inc. Comprehensive Welfare Benefits Plan, was terminated effective as of December 31, 2008.

On April 28, 2009, the Plan was again amended and restated (1) effective May 1, 2009, to make certain changes to Section 3.2 regarding Dispositions or Outsourcing; and (2) effective December 31, 2010, to eliminate the “Former Alcatel Severance Pay Schedule” and the “Former Lucent LBA Severance Pay Schedule.” The Plan was thereafter further amended and restated effective October 1, 2009 to reflect the leveling in employee classifications implemented by the Company.

The Plan was thereafter amended and restated, effective as of January 1, 2011, (1) to remove the expired Former Alcatel and Former Lucent LBA severance pay schedules (and make certain conforming changes to reflect such removal); (2) to include, among the circumstances making otherwise eligible employees ineligible for benefits under the Plan, certain dispositions to customers; (3) to clarify that students and summer interns, as well as coop students, are not considered to be “employees” eligible for coverage under the Plan; and (4) to make certain other non-material changes to the Plan.

The Plan was thereafter further amended and restated, effective as of January 1, 2012, (1) to remove LGS Integrated Solutions, Inc. and Radio Frequency Systems, Inc. as participating companies; (2) to make clearer certain circumstances under which an otherwise eligible Employee would fail to become eligible for benefits under the Plan or forfeit benefits that have already become available under the Plan; (3) to reflect the requirement that the Separation Agreement and General Release be returned to the Severance Plan Administrator within such time period and by such means of return as the Severance Plan Administrator may require; and (4) to make certain other non-material changes to the Plan.

The Plan was thereafter further amended and restated, effective as of November 1, 2012, (1) to remove LGS Innovations LLC and LGS Innovations International Inc. as Participating Companies; (2) to provide that otherwise Eligible Employees who, pursuant to an arrangement or agreement, are assigned or leased by a Participating Company to perform services for an entity that is not a Participating Company and whose employment upon the conclusion of such arrangement or agreement is either terminated by the Participating Company or transferred to the entity that received the Eligible Employee’s services shall be ineligible for severance benefits under the Plan; (3) to clarify the circumstances under which a Disposition or

Outsourcing will be a disqualifying event under the Plan; and (4) to make clear the date as of which an Eligible Employee's "Level" and years of service are determined for purposes of determining the amount of Severance Payment due him or her under the terms of the Plan.

The Plan was thereafter further amended and restated, effective as of October 1, 2013, (1) to clarify that a disqualifying event under Section 3.2 includes certain instances where an eligible employee refuses to accept another position or job assignment, regardless of whether the position or job assignment constitutes a material diminution of duties or responsibility, or a lower level or reporting structure; (2) to provide that an Eligible Employee may elect in writing to forego all or a portion of an applicable Notification Period and the corresponding Salary Continuation for such Notification Period; (3) to update the list of Participating Companies; and (4) to revise the Statement of ERISA Rights contained in Article 8.

The Plan was thereafter further amended and restated, effective January 1, 2015, (1) to revise the leave of absences listed in Section 2.6(b) (now Section 2.7(b)) and to provide that eligibility for benefits under the Plan upon an attempted return from an approved leave of absence is subject to an Employee's reinstatement by a Participating Company; (2) to clarify that a disqualifying event under Section 3.2(c) includes a failure to be reinstated by a Participating Company upon an attempted return from a leave of absence; and (3) to update the list of Participating Companies.

The Plan is hereby further amended and restated effective January 1, 2017, (1) to rename the Plan the "Nokia Severance Plan"; (2) to add Nokia Networks US SON LLC and Nokia Solutions and Networks US LLC as Participating Companies; (3) to reflect a new "harmonized" plan design for all Participating Companies; (4) to include an express definition of the term "Cause"; (5) to narrow the disqualification for refusal to accept a position at a new work location; (6) to define the period during which outplacement services are available and to set forth a deadline for requesting such services; (7) to add provisions addressing benefits payable in the event of death; and (8) to make certain clarifying, formatting, and organizational changes.



## Article 2: Terms You Should Know

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There are several words and phrases that have specific meanings under the Plan. This section explains those terms so you can better understand your benefits. These terms are capitalized when they appear in this SPD.

**2.1 Cause:** with respect to an Eligible Employee, any of the following:

- (a) breaching the terms and conditions of employment or violating obligations to the Company, an applicable Participating Company (if different than the Company), or the Nokia Group with respect to information and/or intellectual property;
- (b) violating the code of conduct or failing to adhere to any standard operating procedure, policy or guideline of the Company, an applicable Participating Company (if different than the Company), or the Nokia Group, or violating any applicable laws;
- (c) refusing or neglecting to comply with any reasonable order or direction given by the Company, an applicable Participating Company (if different than the Company), or the Nokia Group;
- (d) being guilty of any default or incompetence or misconduct in connection with or affecting the Eligible Employee's employment or the business of the Company, a Participating Company, or the Nokia Group;
- (e) acting (whether or not in connection with one's employment) in a manner that is prejudicial to the Company, an applicable Participating Company (if different than the Company), or the Nokia Group or in a manner that might bring the Eligible Employee, the Company, a Participating Company, or the Nokia Group into disrepute;
- (f) being guilty of dishonesty, fraud, gross incompetence or willful neglect of duty;
- (g) being found guilty of any criminal offence (other than a minor traffic offence that does not result in imprisonment), whether or not in connection with the Eligible Employee's employment; and/or

- (h) failing to cooperate with the Company, or Participating Company, or the Nokia Group in any investigation, litigation or proceeding.
- 2.2 Code:** the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.
- 2.3 Company:** Alcatel-Lucent USA Inc., a Delaware corporation, and any successor entity.
- 2.4 Disposition:** the sale, transfer, spin-off, or other disposition to another party or a resulting new entity (the “Purchaser”) of the stock or assets of any subsidiary, business unit, or division of the Company or its affiliated companies or subsidiaries (including any Participating Company). “Disposition” shall also include the unwinding of a managed services contract or the transfer of work to the customer to which the Company (or its affiliated companies or subsidiaries (including any Participating Company)) was furnishing services and/or equipment (the “Customer”), or the movement of work to the Customer’s suppliers, contractors or affiliates. For purposes of the Plan, a “spin-off or other disposition” is intended to include, but is not limited to, any restructuring by the Participating Company into separate non-controlled-group (within the meaning of Section 1563 of the Code) entities (“resulting new entity”). In the case of a spin-off, “Purchaser” shall mean the spun-off entity.
- 2.5 EBC:** see Employee Benefits Committee (EBC).
- 2.6 Effective Date:** January 1, 2017. As amended and restated herein, this Plan applies with respect to eligible terminations of employment having a Notification Date on or after January 1, 2017.
- 2.7 Eligible Employee:** an employee, other than an Excluded Employee, who meets the following requirements:
  - (a) the employee is a regular full- or regular part-time employee in job grades 1 through 13 and is on the active payroll of a Participating Company;
  - (b) the employee is actively at work or has immediately returned to work and been reinstated by a Participating Company from an approved leave of absence.
- 2.8 Employee Benefits Committee (EBC):** the committee appointed by the Company to undertake certain administrative responsibilities with respect to the Plan. The EBC serves as the final review committee for all questions relating to the administration of the Plan. Decisions by the EBC are conclusive and binding on all parties and not subject to further internal review. The EBC has sole and complete discretionary authority to determine conclusively for all parties, and in accordance with the terms of the documents or instruments governing the Plan, any and all questions arising

from administration of the Plan and interpretation of all Plan provisions, determination of all questions relating to participation in the Plan and eligibility for Plan benefits, determination of all facts, determination of the amount payable under and extent of other benefits provided under the Plan, and construction of all Plan terms.

- 2.9 ERISA:** the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.
- 2.10 Excluded Employee:** any of the following: (a) an employee whose wages, hours of work, and conditions of employment are subject to collective bargaining or a collective bargaining agreement with a labor organization, (b) an individual who does not receive payment for services from a Participating Company's U.S. payroll, even if such individual is reclassified by a court or administrative agency as a common law employee of a Participating Company, (c) an employee who is employed by an independent company (such as an employment agency), (d) an employee whose services are rendered pursuant to a written agreement excluding participation in the Company's benefit plans, (e) an individual working in the U.S. as an International Assignee, while on assignment, (f) an employee who is classified by the Company or his or her Participating Company as a "Corporate Executive-level" employee (Grades E1 through E4), (g) an employee who is a Leased Employee, (h) a temporary employee, (i) an intern, (j) a co-op student, or (k) a trainee (other than an International Graduate Trainee).
- 2.11 Extended Separation Date:** the Eligible Employee's last day worked where the Participating Company has determined that the Eligible Employee's services are required beyond his or her Separation Date to assist in transitioning work or otherwise facilitating the completion of the Eligible Employee's duties or work.
- 2.12 Leased Employee:** an individual as described in Section 414(n) of the Code.
- 2.13 Nokia Group:** the Company and each entity required to be aggregated with the Company under Sections 414(b), (c), (m) or (o) of the Code, i.e., all companies (parents, subsidiaries, and affiliates) that are under "common control" with the Company, plus the Company. Effectively, this means all "Nokia group" entities.
- 2.14 Notification Date:** the day the Eligible Employee is notified of his or her termination of employment, and the first day of the Notification Period.
- 2.15 Notification Period:** the period beginning on the day the Eligible Employee is notified of his or her termination of employment with the Participating Company and ending on his or her Separation Date or Extended Separation Date (if applicable). The Notification Period shall not be less than nine (9) weeks (except where, pursuant to Section 4.1, the Eligible Employee elects in writing to forego all or a portion of the Notification Period that would otherwise be applicable to the

Eligible Employee). The Notification Period may exceed nine (9) weeks to the extent deemed necessary or appropriate by the Participating Company in its sole and absolute discretion. In the sole and absolute discretion of a Participating Company, an Eligible Employee may be required to continue to report to work during his or her Notification Period.

**2.16 Outplacement Services:** the outplacement services provided pursuant to Section 4.2.

**2.17 Outsourcing:** an agreement or agreements with one or more other parties (a "Service Provider") for the Service Provider to provide services to or on behalf of a Participating Company, by means or arrangements as may be contemplated by the parties, where services had been performed, prior to the agreement or agreements, by employees of the Participating Company.

**2.18 Participant:** an Eligible Employee who has become entitled to benefits under the Plan in accordance with Article 3.

**2.19 Participating Company:** each of the following:

- Alcatel-Lucent Investment Management Corporation
- Alcatel-Lucent USA Inc.
- Nokia Networks US SON LLC
- Nokia Solutions and Networks US LLC.

**2.20 Plan:** the Nokia Severance Plan, as set forth herein and as may be amended from time to time.

**2.21 Plan Administrator:** see Severance Plan Administrator.

**2.22 Plan Year:** the calendar year.

**2.23 Regular Base Pay:** the following, as applicable:

- (a) in the case of an Eligible Employee on a full-time work schedule, such Eligible Employee's annual base salary, including straight-time earnings and excluding overtime, bonuses, incentives, commissions, premiums, allowances, and any other discretionary or non-discretionary compensation unless required by law;
- (b) in the case of an Eligible Employee on a part-time schedule, such Eligible Employee's annualized rate of pay based upon the number of hours that such Eligible Employee normally works in a week, as reflected in the Company's or Participating Company's HRIS system.

- 2.24 Related Employer/Entity:** an entity that is a member of the Company's controlled group of organizations within the meaning of sections 414(b), (c), or (m) of the Code.
- 2.25 Salary Continuation:** the salary continuation benefits payable during the Notification Period pursuant to Section 4.1.
- 2.26 Separation Agreement and General Release:** the Separation Agreement and General Release, in such form as the Severance Plan Administrator may from time to time require, that, as a condition of obtaining the Severance Payment under this Plan, must be signed and returned within the time period and by such means of return as the Severance Plan Administrator may require, without the revocation of such signature.
- 2.27 Separation Date:** for Eligible Employees subject to an involuntary layoff, the last day of the Notification Period. The Separation Date is also the Eligible Employee's last day on payroll.
- 2.28 Service Date:** the Eligible Employee's date of hire, or adjusted service date.
- 2.29 Severance Payment:** the Severance Payment payable pursuant to Sections 4.3 through 4.8.
- 2.30 Severance Plan Administrator:** the Company. The Company may delegate its responsibilities for the administration of the Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Plan, including discretionary authority to interpret and construe the terms of the Plan, to direct disbursements and to determine eligibility for Plan benefits.
- 2.31 SPD:** see Summary Plan Description (SPD).
- 2.32 Summary of Material Modification (SMM):** a written summary of material changes to the terms of an employee benefit plan. SMMs typically modify information presented in the plan's most recently issued Summary Plan Description (SPD).
- 2.33 Summary Plan Description (SPD):** a written summary of the material terms of an employee benefit plan. SPDs summarize the rights, benefits, and responsibilities of participants and beneficiaries in a plan and include information regarding the terms of the plan, such as eligibility requirements and what benefits the plan provides, and also regarding how those benefits may be obtained. An SPD may be modified from time to time by a Summary of Material Modification (SMM).
- 2.34 Termination Date:** the Eligible Employee's first day off payroll.

- 2.35 WARN Act:** the federal plant closing law (Worker Adjustment and Retraining Notification Act), which requires that certain employees receive notice that they will be terminated, and/or any similar state or local law.
- 2.36 Week of Regular Base Pay:** the Eligible Employee's Regular Base Pay in effect on his or her Separation Date divided by fifty-two (52).
- 2.37 Years of Completed Service:** subject to Section 4.9, the number of whole years commencing with the Eligible Employee's Net Credited Service Date and continuing until his or her Separation Date.

## Article 3: Qualification for Plan Benefits

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**3.1 Qualifying Events.** Subject to Section 3.2, an Eligible Employee whose employment with the Participating Company is permanently terminated by the Participating Company (while he or she is an Eligible Employee covered by this Plan) due to permanent layoff, reduction in force, facility closing, reorganization, consolidation, or economic reasons shall become a Participant in this Plan and become eligible to receive the severance benefits described in Article 4; provided, however, that the following individuals shall not become Participants in the Plan and shall not be eligible to qualify to receive such severance benefits:

- (a) An Eligible Employee whose employment is transferred to a Related Employer/Entity; or
- (b) An Eligible Employee who, pursuant to an arrangement or agreement, has been assigned or leased by a Participating Company to perform services for an entity that is not a Participating Company and whose employment upon the conclusion of such arrangement or agreement is either terminated for any reason by the Participating Company or transferred to the entity that received the Eligible Employee's services pursuant to such arrangement or agreement.

**3.2 Disqualifying Events.** The provisions of Section 3.1 notwithstanding, an Eligible Employee who might otherwise qualify for benefits under this Plan shall not become a Participant in this Plan and shall be disqualified from receiving Plan benefits by any one of the following events or circumstances:

- (a) The Eligible Employee fails to continue satisfactorily performing assigned job duties until the date set by the Participating Company for the Eligible Employee's termination;
- (b) The Eligible Employee is terminated for Cause, as determined in the sole and absolute discretion of the Severance Plan Administrator or, in connection with any appeal, by the Employee Benefits Committee;
- (c) The Eligible Employee is terminated by reason of retirement, voluntary resignation, death, permanent or temporary disability, failure to return from a leave of absence, or failure to be reinstated by a Participating Company upon attempting to return from a leave of absence unless any such event is deemed, in writing, to be a "layoff" by the Participating Company;

- (d) The Eligible Employee refuses to accept another position, a different assignment, or a new work location, provided that the new work location is:
  - (i) within fifty (50) straight-line miles of the Eligible Employee's current work location (unless such new work location is more than seventy five (75) straight-line miles from the Eligible Employee's current residence); or
  - (ii) within fifty (50) straight-line miles of the Eligible Employee's current residence.

An Eligible Employee who refuses to accept another position, different assignment, or new work location within the distance(s) set forth above will be ineligible for benefits under the Plan, even if the position or assignment constitutes a material diminution of duties or responsibility, a lower level or reporting structure, or the Eligible Employee is otherwise dissatisfied with the position, assignment or work location;

- (e) The Severance Plan Administrator determines, in its sole and absolute discretion, that commencing or continuing severance benefits under the Plan would be inappropriate because of the facts and circumstances of the Eligible Employee's termination or because of the Eligible Employee's conduct subsequent to termination;
- (f) The Eligible Employee works for a division, subdivision, plant, location, or other identifiable group of a Participating Company that is not covered by the Plan or a Related Entity that has not adopted the Plan as a Participating Company and was notified of an impending involuntary termination of employment and entitlement to different severance benefits and such Eligible Employee is later transferred to the payroll and benefits of a Participating Company in a position that is eligible for benefits under this Plan prior to the date of the involuntary termination of employment (in which case such Eligible Employee's entitlement to any severance benefits either in connection with such transfer or upon any subsequent termination of the Eligible Employee by the Participating Company will be determined under the terms of the prior severance arrangement);
- (g) The Eligible Employee violates any Nokia code of conduct or fails to adhere to any standard operating procedure, policy or guideline of the Company, an applicable Participating Company (if different from the Company) or the Nokia Group or fails to continue to fulfill his or her obligations not to disclose Nokia private, confidential, or proprietary information, and/or fails to return any Nokia asset(s) to Nokia;



- (h) The Eligible Employee engaged in conduct, or failed to engage in conduct, that, on its own, had such conduct or such failure been known to the Company or affiliated company at the time such conduct or failure occurred, would have resulted in the Eligible Employee's being terminated for Cause;
- (i) In connection with, as a result of, or in anticipation of a Disposition to a Purchaser or Customer, or Outsourcing to a Service Provider, the Eligible Employee is hired (i) as an employee with the Purchaser, Customer or Service Provider in any part of its business, or (ii) as a consultant, independent contractor or in any other capacity, full or part-time for a Purchaser, Customer or Service Provider in any part of its business at any time within the ninety (90) day period immediately following the Employee's termination of employment with a Participating Company, then the Employee will cease receiving the benefits described in the Plan effective as of the date of such hiring; or
- (j) In connection with, as a result of, or in anticipation of a Disposition to a Purchaser or Customer, or Outsourcing to a Service Provider, the Eligible Employee either fails to apply for, or is offered, by means of a written or oral offer, (i) employment with a Purchaser, Customer or Service Provider, or (ii) the opportunity to provide consulting service to, or otherwise render service as an employee, independent contractor, consultant, or in any other capacity, to a Purchaser, Customer or Service Provider, in any part of its business, at any time within twelve (12) months prior to his or her Termination Date.

**3.3 Notification Regarding Plan Eligibility.** The Severance Plan Administrator will notify Eligible Employees when and if they become eligible for severance benefits under this Plan.

## Article 4: Benefits Available Under the Plan

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**4.1 Salary Continuation.** An Eligible Employee who qualifies for severance benefits under this Plan shall be entitled to continue to receive his or her Regular Base Pay, as in effect on his or her Notification Date, during the Notification Period. The payment of such Regular Base Pay is referred to herein as Salary Continuation. All regular deductions, contributions, and tax withholding will continue to apply to the Salary Continuation payments, unless otherwise noted. Notwithstanding the foregoing, the Severance Plan Administrator reserves the right to accelerate an Eligible Employee's Salary Continuation payments if (i) the Eligible Employee is not required to report to work during the Notification Period, and (ii) the Notification Period straddles two calendar years. If the Severance Plan Administrator determines so to accelerate such an Eligible Employee's Salary Continuation payments, the Salary Continuation not yet paid to such Eligible Employee for the remaining portion of the Notification Period shall be accelerated and paid in a lump-sum on or before March 15th of the second calendar year that contains the Notification Period, less any and all regular deductions, contributions or tax withholding.

An Eligible Employee may elect in writing to waive all or a portion of an applicable Notification Period and the corresponding Salary Continuation applicable to the portion of the Notification Period that is waived. An Eligible Employee is not permitted to waive all or a portion of an applicable Notification Period without also waiving the corresponding Salary Continuation. If an Eligible Employee elects in writing to waive an applicable Notification Period and the corresponding Salary Continuation applicable to such Notification Period, then the effective date of such written election waiver, as determined by the Severance Plan Administrator and in accordance with administrative procedures, shall also serve as the Eligible Employee's Separation Date.

**4.2 Outplacement Services.** An Eligible Employee who qualifies for severance benefits under this Plan shall also be entitled to receive, for a period not to exceed the period described below, outplacement services to the extent provided by the Participating Company:

- (a) for an Eligible Employee classified as a "Level 500" employee (Grade 12 or 13) or as a "Level 400" employee (Grade 11) on his or her Notification Date—six (6) months of services;
- (b) for any other Eligible Employee—three (3) months of services.

To receive outplacement services, the Eligible Employee must initiate such services on or before the last business day of the second calendar month immediately following the calendar month in which the Eligible Employee's Termination Date occurs. (Example: Termination Date occurs on May 12th; outplacement services must be initiated on or before the last business day in July.)

The determination of the classification within which the Eligible Employee's position falls for purposes of determining the period of outplacement services for which the Eligible Employee is entitled under this Section 4.2 shall be determined by the Severance Plan Administrator or, in connection with any appeal, the Employee Benefits Committee, pursuant to the Company's or the applicable Participating Company's job classification system.

**4.3 Severance Payment.** In addition to the Salary Continuation payments described in Section 4.1 above and the Outplacement Services described in Section 4.2 above, an Eligible Employee who qualifies for severance benefits under this Plan and who signs and returns the Separation Agreement and General Release within the time period and by such means of return as the Severance Plan Administrator may require, without revoking his or her signature during the seven (7) calendar day revocation period (fifteen (15) calendar days if the Eligible Employee resides in Minnesota), shall receive a Severance Payment determined as follows:

- (a) for an Eligible Employee classified as a "Level 500" employee (Grade 12 or 13) on his or her Notification Date, an amount equal to twenty-five (25) Weeks of Regular Base Pay;
- (b) for an Eligible Employee classified as a "Level 400" employee (Grade 11) on his or her Notification Date, an amount equal to the greater of (A) thirteen (13) Weeks of Regular Base Pay, or (B) the amount determined under Table A below;
- (c) for any other Eligible Employee, the amount determined under Table A below.

**Table A**

Number of Years of Completed Service as of the Last Day of the Relevant Notification Period	Number of Weeks of Severance Pay
0 to 5	5
6	7
7	9
8	11
9	13
10	15
11	17
12	19
13	21
14	23
15+	25

The determination of the classification within which the Eligible Employee's position falls for purposes of determining his or her Severance Payment under this Section 4.3 shall be determined by the Severance Plan Administrator or, in connection with any appeal, the Employee Benefits Committee, pursuant to the Company's or the applicable Participating Company's job classification system.

- 4.4 Form of Severance Payment.** Except to the extent required by Section 4.10, the Severance Payment under this Plan will be paid in the form of a lump-sum cash payment.

No Severance Payment, nor any portion thereof, may be contributed to the Nokia Savings/401(k) Plan or to any other a cash or deferred arrangement within the meaning of section 401(k) of the Code.

- 4.5 Timing of Severance Payment.** If an Eligible Employee has executed and returned the Separation Agreement and General Release within the time period and by such means of return as the Severance Plan Administrator may require, and provided further that the Eligible Employee has not revoked his or her signature within seven (7) calendar days (fifteen (15) calendar days if the Eligible Employee resides in Minnesota) of his or her execution of such Separation Agreement and General Release, and except to the extent permitted by Section 3.2(h) or required by Section 4.10, the Participating Company will mail or electronically transfer to the Eligible Employee his or her Severance Payment within thirty (30) calendar days after the end of the period within which the Eligible Employee may revoke the Separation

Agreement and General Release or as soon as administratively practicable thereafter. Notwithstanding the foregoing, in the event that the Severance Plan Administrator accelerates an Eligible Employee's Salary Continuation payments in accordance with Section 4.1 above, the Eligible Employee shall be paid his or her Severance Payment, determined in accordance with Section 4.3 above, in a lump sum on the same date that the accelerated, lump sum, Salary Continuation payment is made, provided that the Eligible Employee has executed and returned the Separation Agreement and General Release within the time period and by such means of return as the Severance Plan Administrator may require and provided further that the Eligible Employee has not revoked his or her signature within seven (7) calendar days (fifteen (15) calendar days if the Eligible Employee resides in Minnesota) of his or her execution of such Separation Agreement and General Release, except to the extent required by Section 4.10.

**4.6 Withholding.** The Participating Company will have the right to take such action as it deems necessary or appropriate to satisfy any requirement under federal, state, or other law to withhold or to make deductions from any benefit payable under this Plan.

**4.7 Deductions from Severance Payment.** The following items are automatically deducted from the Severance Payment: (i) federal, state, and local income and payroll taxes, (ii) any other deductions, garnishments, or withholdings required by law, and (iii) any amounts owed to the Participating Company.

**4.8 Integration With Other Compensation, Benefits or Notice Requirements.** The benefits provided under this Plan are the maximum benefits that a Participating Company will pay for a severance from employment described in Section 3.1. These benefits will be reduced by any amounts that the Participating Company is required to pay the Eligible Employee under: (i) a federal, state, or local law relating to involuntary terminations or plant closings, or (ii) any contractual obligations by the Participating Company to pay severance benefits to the Eligible Employee.

If an Eligible Employee covered by this Plan is also entitled to a notice because of the WARN Act, then the combined amount of Salary Continuation and the Severance Payment will be counted toward amounts required under the WARN Act.

Nothing in this Section 4.8 or any other section of this Plan shall be used to reduce benefits under this Plan because of payments under state unemployment insurance laws, except where required by those laws.

**4.9 Reemployment of Eligible Employee.** Rehired employees who previously received a Severance Payment under the Plan, or who receive any severance-type payment (or payments) in connection with a prior separation from employment with the Company or any affiliated company, or who received a supplemental pension benefit under the pension plan maintained by the Company pursuant to a previous

involuntary termination by a Participating Company, are eligible, upon experiencing a subsequent severance from employment as described in Section 3.1 above, to receive a benefit calculated using their service since their date of rehire, not their original Service Date.

**4.10 Delayed Payments Under Section 409A of the Code.** Notwithstanding any provision in the Plan to the contrary:

- (a) any Salary Continuation and/or Severance Payment made from the date of termination of the Eligible Employee's employment through March 15<sup>th</sup> of the calendar year following the calendar year in which such termination of employment occurs, are/is intended to constitute a separate payment(s) for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations; to the extent that such payment(s) is/are made following said March 15<sup>th</sup>, they are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations made upon an involuntary separation from service and payable pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations, to the maximum extent permitted by said provision, with any excess amount being regarded as subject to the distribution requirements of Section 409A(a)(2)(A) of the Code, including, without limitation, the requirement of Section 409A(a)(2)(B)(i) of the Code providing that payment to the Eligible Employee be delayed until the first day of the seventh (7<sup>th</sup>) month after the Eligible Employee's separation from service if the Eligible Employee is a "specified employee" within the meaning of the aforesaid section of the Code at the time of such separation from service; and
- (b) if the period during which the Employee has discretion to execute or revoke the Separation Agreement and General Release straddles two tax years of the Employee, then the Participating Company shall make the payment(s) to which the Employee is entitled under the Plan starting on the first payroll period of the second of such tax years, regardless of the tax year in which the Employee actually delivers to the Participating Company, and does not revoke, his or her executed Separation Agreement and General Release.

Any such delayed payment(s) shall be paid without interest.

**4.11 Payment Terms In The Event Of Death.** If an Eligible Employee should die on or before his or her Separation Date, or before the Separation Agreement and General Release is signed and returned, then no payments will be made nor shall any benefits be provided under this Plan. If an Eligible Employee should die after his or her Separation Date and after the Participant signs and returns the Separation Agreement and General Release, but before payment is made, the deceased Eligible Employee's Severance Payment will be made to the deceased Eligible Employee's

estate as soon as practicable after the Severance Plan Administrator is advised of the Eligible Employee's death. No other benefits shall be available or provided under this Plan.

## Article 5: Claims and Appeals

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The Plan maintains claims and appeals procedures designed to afford you a fair and timely review of any claim you might have relating to the Plan. Generally, you are legally required to pursue all your claim and appeal rights on a timely basis before seeking any other legal recourse, including litigation.

### 5.1 How to File a Claim

You, and any individual duly authorized by you, have the right to file a claim for benefits due under the terms of the Plan, to enforce your rights under the terms of the Plan, or to clarify your rights to future benefits under the terms of the Plan.

All claims must be in writing. Include with your claim pertinent and supporting documents. Send your claim to the Severance Plan Administrator (see “Important Contacts”).

**All claims must be delivered to the Severance Plan Administrator within one year of the date on which the claim arises.**

You will receive a written notice of the Severance Plan Administrator’s decision within 90 days after the Severance Plan Administrator receives your claim. If the Severance Plan Administrator needs more than 90 days to make a decision, the Severance Plan Administrator will notify you in writing within the initial 90-day period and explain why more time is required. An additional 90 days (for a total of 180 days) may be taken if the Severance Plan Administrator sends this notice. The extension notice will show the date by which the Severance Plan Administrator’s decision will be sent.

If your claim is denied, in whole or in part, the notice advising you of the Severance Plan Administrator’s decision will include the specific reason(s) for the decision, reference to the Plan provisions on which the decision is based, a description of any additional information necessary to perfect the claim, and a description of the Plan’s review procedures (along with a statement of your rights under Section 502(a) of ERISA to bring a civil action after a denial of an appeal).



## 5.2 How to File an Appeal

If your claim is denied, in whole or in part, an appeal process is available to you. You or your authorized representative may appeal the denial within 60 days after the denial is received. All appeals must be in writing. Send your appeal to the Employee Benefits Committee (see “Important Contacts” later in this SPD).

**All appeals must be delivered to the Employee Benefits Committee within sixty (60) days of the date on which you receive notice of the Severance Plan Administrator’s decision.**

If you or your representative submits a written request for review of a denied claim, you or your representative have the right to:

- Review pertinent Plan documents relevant to your claim, which you can obtain free of charge, and
- Send to the Employee Benefits Committee a written statement of the issues and any other documents in support of the claim for benefits or other matter under review.

The Employee Benefits Committee will conduct a review and make a final decision within 60 days after receipt of a written request for review. If special circumstances cause the Employee Benefits Committee to need additional time to make a decision, a representative of the Committee will notify you in writing within the initial 60-day review period and explain why such additional time is needed. An additional 60 days—for a total of 120 days—may be taken if the Employee Benefits Committee sends this notice.

You will receive a written notice of the Employee Benefit Committee’s decision. If your claim is denied, in whole or in part, the notice advising you of the Employee Benefit Committee’s decision will include the specific reasons for the decision, reference to specific Plan provisions on which the decision was based, a statement that you are entitled to receive upon request and free of charge copies of all documents and information relevant to your claim, and a statement of your rights to bring a civil action under Section 502(a) of ERISA.

If the Employee Benefits Committee does not respond to your claim within 60 days (or 120 days if the notice described above has been given), you will be considered to have exhausted your administrative remedies under the Plan and will be entitled to pursue a remedy under Section 502(a) of ERISA.

The Employee Benefits Committee serves as the final review committee under the Plan. Decisions by the Employee Benefits Committee are conclusive and binding on all parties and not subject to further internal review. The Committee has sole and complete discretionary authority to determine conclusively for all parties, and in accordance with the terms of the documents or instruments governing the Plan, any and all questions arising from administration of the Plan and interpretation of all Plan provisions, determination of all questions relating to participation of Eligible Employees and eligibility for benefits, determination of all facts, the amount and type of benefits payable to any participant, and construction of all terms of the Plan.

### **5.3 Payment of Benefits Following Successful Claim or Appeal**

If the Severance Plan Administrator or the Employee Benefits Committee determines that a claimant is entitled to a benefit hereunder, payment of such benefit will be made in accordance with the terms of the Plan, as soon as administratively practicable after the date the Severance Plan Administrator or Employee Benefits Committee determines that such claimant is entitled to such benefit.

Payment(s) shall be paid without interest.

## Article 6: Your Rights Under ERISA

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As a Participant in the Plan, you are entitled to certain rights and protections under ERISA, as described below.

### **6.1 Your Right to Receive Information About the Plan and About Your Benefits Under the Plan**

Under ERISA, all Plan Participants have the right:

- To examine, without charge, at the Severance Plan Administrator's office and at other specified locations such as worksites, all documents governing the Plan and a copy of the latest Annual Return/Report (the Form 5500) filed by the Severance Plan Administrator with the U.S. Department of Labor. The Plan's Annual Return/Report (Form 5500) is also available at the Public Disclosure Room, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C.
- To obtain, upon written request to the Severance Plan Administrator, copies of all documents governing the operation of the Plan and copies of the latest Annual Return/Report (Form 5500) and updated Summary Plan Description.

### **6.2 Your Right to Prudent Actions by the Plan's Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **6.3 Enforcing Your Rights**

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know the reasons for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time limits.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of Plan documents or the latest Annual Return/Report (Form 5500) from the Severance Plan Administrator and do not receive them within 30

days, you may file suit in a Federal court. In such a case, the court may require the Severance Plan Administrator to provide the materials to you and also to pay you up to \$110 a day until you receive the materials (unless the materials were not sent because of reasons beyond the control of the Severance Plan Administrator). If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the Plan's fiduciaries misuse the money belonging to the Plan, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### **6.4 Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Severance Plan Administrator. If you have any questions about this statement of your ERISA rights or about your rights under ERISA, or if you need assistance in obtaining documents from the Severance Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by going to [www.dol.gov/EBSA](http://www.dol.gov/EBSA) or calling the publications hotline of the Employee Benefits Security Administration at (866) 444-EBSA (3272).

## **Article 7: Other Information About the Plan**

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### **7.1 This Document, Which is the Official Plan Document, is Controlling**

This document serves as both the official plan document of the Plan and also as the Plan's Summary Plan Description (SPD).

Because of the many detailed provisions of the Plan, no one other than the personnel or entities identified in this document (see "Important Contacts" at the end of this SPD) is authorized to advise you concerning the terms of the Plan. Questions regarding your benefits or the Plan should be addressed as indicated in this SPD. Neither the Company, any Participating Company, nor the Plan is bound by statements made by unauthorized persons or entities. Moreover, in the event of a conflict between any information provided to you by an authorized resource and this document, this document will control.

### **7.2 The Company Has the Right to Modify, Suspend, or Terminate the Plan**

The Company expects to continue the Plan but reserves the right to amend, modify, or terminate it, in whole or in part, at any time by resolution of the Company's Board of Directors or its duly authorized delegate(s). Benefits provided under the Plan are not vested benefits. In the event that the Plan is terminated, then, on or after the termination date, no obligation to provide Plan benefits will exist.

### **7.3 The Plan is Not a Contract of Employment**

Neither the Plan nor this document constitutes a contract of employment. Neither the Plan nor this document is intended to create, and neither shall be construed to create, any contractual employment rights, either express or implied, between you and Nokia, the Company, or any other Participating Company. The employment relationship between each Participating Company and the employees covered by the Plan is "at-will." This means that employees have the right to quit their employment at any time and for any reason, and each Participating Company has the right to terminate any of its respective employee's employment, with or without cause, at any time for any reason.

#### **7.4 Plan Rights and Benefits Are Not Assignable**

An Eligible Employee's rights under the Plan are personal, and the Eligible Employee may not assign or transfer any of those rights or any benefits due him or her under the Plan to any other person or entity.

#### **7.5 New Jersey Law Applies, to the Extent Not Preempted by Federal Law**

The Plan shall be construed, administered, and governed according to the laws of the State of New Jersey (determined without regard to conflicts of law provisions), except to the extent preempted by federal law, which shall in that case control.

## Article 8: Administrative Information

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<b>Plan Name</b>	The official name of the Plan is the Nokia Severance Plan. (Prior to January 1, 2017, the official name of the Plan was the Alcatel-Lucent Severance Plan.)
<b>Plan Sponsor Name and Address</b>	<p>The Plan Sponsor is Alcatel-Lucent USA Inc. (doing business as Nokia). The address of the Plan Sponsor is:</p> <p>Nokia Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA</p>
<b>Severance Plan Administrator Name and Address</b>	<p>The Plan is administered by Alcatel-Lucent USA Inc. (doing business as Nokia). The address of the Severance Plan Administrator is:</p> <p>Nokia Room 6C-402F 600-700 Mountain Avenue Murray Hill, NJ 07974 USA</p>
<b>Type of Administration</b>	The Plan is administered by the Plan Sponsor. There is no external (third-party) administrator.
<b>Type of Plan</b>	The Plan is considered an “employee welfare benefit plan” under ERISA.
<b>Plan Records and Plan Year</b>	The Plan and all its records are maintained on a calendar year basis, beginning on January 1 and ending on December 31 of each year.
<b>Agent for Service of Legal Process</b>	<p>The Nokia Legal &amp; Compliance organization is the agent for service of legal process. Service of legal papers, including service of subpoenas, may be served directly to:</p> <p>Nokia Legal &amp; Compliance Organization Room 3A-206 600-700 Mountain Avenue Murray Hill, NJ 07974 USA</p>

<b>Employer Identification Number</b>	The Employer Identification Number assigned by the IRS to this Plan is 22-3408857.
<b>Plan Number</b>	The Plan Number assigned by the Plan Sponsor to the Plan is 529.
<b>Plan Trustee</b>	N/A. The Plan is an unfunded welfare benefit plan. Plan benefits are paid from the general assets of the Company or Participating Company.



## Article 9: Important Contacts

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Here is a list of important contacts for the Plan:

Contact/Service Provided	Address
Nokia Employee Benefits Committee— Serves as final review committee for Plan benefit appeals.	Employee Benefits Committee Nokia 600-700 Mountain Avenue Room 6C-402F Murray Hill, NJ 07974 USA
Nokia Legal & Compliance Organization— Authorized agent for service of process of all legal papers for the Plan, the Severance Plan Administrator, and the Nokia Employee Benefits Committee. Also authorized agent for service of subpoenas.	Legal & Compliance Organization Nokia 600-700 Mountain Avenue Room 3A-206 Murray Hill, NJ 07974 USA
Nokia Severance Plan Administrator— Administers the Plan; adjudicates claims for benefits; responsible for certain disclosure to Participants regarding the Plan.	Severance Plan Administrator Nokia 600-700 Mountain Avenue Room 6C-402F Murray Hill, NJ 07974 USA

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#### **About Nokia**

Nokia is a global leader in the technologies that connect people and things. Powered by the innovation of Bell Labs and Nokia Technologies, the company is at the forefront of creating and licensing the technologies that are increasingly at the heart of our connected lives.

<http://www.nokia.com> || <http://networks.nokia.com>