

NOKIA DAC MARKETPLACE MARKETPLACE APPLICATION TERMS

These Marketplace Application Terms ("**Marketplace EULA**") govern Customer's use of third-party applications ("**Application(s)**") provided to Customer through Nokia Marketplace. This Marketplace EULA forms an agreement between the App Developer and the entity or organization that you represent ("**Customer**"). By subscribing to the Application, Customer agrees to be bound by the terms and conditions of this Marketplace EULA. Defined terms have the meaning as set forth in Section 1 below or in the main body of this Marketplace EULA.

1. **Definitions.**

"**App Developer**" means a third-party developer who develops the Applications. The App Developer for each individual Application is identified in the applicable Order Confirmation.

"**MXIE Platform**" means an edge computing application platform provided by Nokia, which enables Customer to combine wireless connectivity with on-premises data management and process to support real-time applications, and its corrections, updates and upgrades.

"**Nokia**" means the Nokia entity through whom Customer, directly or via a Nokia Partner, purchases a Subscription for the Application governed by this Marketplace EULA, together with its affiliates, collectively and each individually as the context may require.

"**Nokia Marketplace**" means a software marketplace operated by Nokia, which allows a third party onboard its applications in the marketplace catalogue for Customer to subscribe.

"**Nokia Partner**" means Nokia's authorized value-added reseller who offers Customer the Subscriptions under a separate commercial agreement.

"**Order Confirmation**" means collectively Nokia's written acceptance of Customer's order request submitted in Nokia's offer and order online confirmation tool, together with Nokia's notification of any necessary changes, corrections, and/or clarifications to Customer's order request, or Nokia's written acceptance of Customer's order request as otherwise communicated by Nokia, if applicable.

"**Subscription(s)**" means a service to access and use the Application(s), subject to the terms and conditions of this Marketplace EULA and Customer's agreement with Nokia or Nokia Partner, as applicable, for a defined period for a fee to be paid to Nokia or Nokia Partner.

2. **No Responsibility or Liability of Nokia.** Customer may place an order through Nokia for Subscriptions, subject to Customer commercial agreement with Nokia or a Nokia Partner, as applicable. Customer acknowledges that, upon Customer's purchase of a Subscription through Nokia or a Nokia Partner, Nokia merely distributes the applicable Application to Customer without any responsibility or liability whatsoever for such Application and Subscription. The App Developer is solely responsible for any operation, support, maintenance, or service with respect to Applications towards Customer, subject to this Marketplace EULA.
3. **Custom App Terms.** App Developers may provide additional or deviating terms to the provisioning of the Applications in addition to or in lieu of those included in this Marketplace EULA (such terms "**Custom App Terms**"). Any such Custom App Terms shall be identified and included in the Order Confirmation applicable to Customer's Subscription. Customer will be deemed to have accepted the Custom App Terms applicable to Customer's use of the Application when Customer subscribes to such Application.
4. **Subscription-Based Use Right.** Applications are delivered on an as-a-service basis for Customer's access and use for the period defined in the applicable Order Confirmation ("**Subscription Period**") and the Applications are not sold. Subject to Customer's timely payments of applicable Subscription fees to Nokia (directly or via a Nokia Partner, as applicable), and subject to Customer's compliance with this Marketplace EULA and the commercial agreement between Customer and Nokia (or Nokia Partner, as applicable), App Developer hereby provides Customer a non-exclusive and non-transferable access to the applicable Subscription during the Subscription Period, in connection with the MXIE Platform.
5. **Ownership.** All rights, title, and interest in and to the Application (including, without limitation, ownership and all intellectual property rights in and to the same), other than those expressly granted to Customer herein, shall remain vested in the App Developer (or its third-party licensors, as applicable). No rights or licenses to the Application or to such intellectual property rights are granted to Customer except as expressly otherwise stated in this Marketplace EULA.
6. **Restrictions.** Customer's rights to use the Application are limited to the scope of Customer's Subscription. This means that Customer may not transfer, distribute, sublicense, or make the Application available to any third parties or to facilitate the use of the Application by any unauthorized parties. The use of the Application may be subject to user or other restrictions as set forth in Customer's Subscription. Customer may not copy, translate, modify, create derivative works of, disassemble, reverse engineer, or otherwise attempt to derive the source code of, modify, or create derivative works of the Application or any part thereof.

Customer must maintain and reproduce all App Developer logos, notices and legends found on the Application or on the media containing such Application.

7. **Payment for fees.** Customer will be charged for use of the Application based on the criteria set forth in the applicable Order Confirmation. Customer may not use or otherwise access the Application if Customer does not have a valid Subscription. All fees including Subscription fees are payable to Nokia directly or via a Nokia Partner, as set forth in the commercial agreement between Customer and Nokia or the Nokia Partner.
8. **Updates, Upgrades, and Related Services.** App Developer may, but is not obliged to, provide Customer with updates, upgrades, or the like in relation to the Application. Any maintenance, installation, support, professional services, or other services to be performed by the App Developer will be subject to a separate written agreement. Such additional services will be agreed in writing in a specific signed Statement of Work ("**SOW**") and will be subject to separate fees to be charged following the completion of the work under each SOW.
9. **Use of Application Data.** App Developer may, from time to time, collect and use technical data and related information about Customer's use of the Application and its functioning as well as about Customer's devices and systems ("**App Data**") to facilitate application development, support, and other services. App Data excludes content that Customer uploads to or generates in using the Application ("**Customer Content**"), information relating to an identified or identifiable natural person ("**Personal Data**"), as well as any confidential information of Nokia. App Data is confidential information owned by the App Developer. Customer agrees to such collection and use.
10. **Personal Data.** In the event App Developer collects and processes any Personal Data from Customer, the App Developer will enter into a separate agreement with Customer governing the App Developer's processing of Personal Data. App Developer and Customer acknowledge that Nokia shall not be responsible for any processing of Personal Data by the App Developer, and shall not have any liability whatsoever under any such agreement or otherwise related to the processing of Personal Data by the App Developer.
11. **No Warranties.** APP DEVELOPER MAKES NO REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO THE APPLICATION, AND APP DEVELOPER DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. THE APPLICATION IS PROVIDED TO CUSTOMER "AS IS".
12. **Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS MARKETPLACE EULA TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF A CONDITION OR A FUNDAMENTAL TERM OF THIS MARKETPLACE EULA: (A) APP DEVELOPER SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, ANY LOSS OF REVENUES, SAVINGS OR PROFITS OR LOSS OF DATA ANY KIND ARISING OUT OF THIS MARKETPLACE EULA OR THE APPLICATION, AND (B) APP DEVELOPER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT (OTHER THAN LIABILITY FOR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00), WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT APP DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Termination.** This Marketplace EULA is effective until terminated by Customer or App Developer. Customer's rights under this Marketplace EULA will terminate automatically if Customer fails to comply with any of its terms or Customer's Subscription expires or terminates for any reason. If the commercial agreement containing the Subscription arrangement between Customer and Nokia (or Nokia Partner) expires or terminates, this Marketplace EULA will terminate immediately. Upon termination, all rights granted to Customer under this Marketplace EULA shall immediately cease and Customer shall cease Customer's use of the Application.
14. **Governing Law and Dispute Resolution.** This Marketplace EULA is governed by, construed, and enforced in accordance with the Laws of Finland, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Marketplace EULA. Any dispute, claim, or controversy arising out of or relating to this Marketplace EULA, or the breach, termination, or validity thereof (including the determination of the scope of the agreement to arbitrate), shall be adjudicated and finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce applicable at the time of submission of the dispute to arbitration. The parties will agree upon and appoint a single arbitrator. The proceedings shall be confidential. The award will be final and binding on the parties hereto and enforceable in any court of competent jurisdiction. The arbitration will be held in Helsinki, Finland, and will be conducted exclusively in the English language.

END OF DOCUMENT