

End-User License Agreement for Nokia DAC (“EULA”)

This EULA governs the use of the Nokia Digital Automation Cloud solution (“**Nokia DAC**”), and is an agreement between Nokia Innovations Oy, a limited liability company with registered office located at Karakaari 7, FIN-02610 Espoo, Finland (“**Nokia**”), and the entity or organization that procures the Nokia DAC through Nokia Partner for its own use, as provided in the signature in Section 14 below (“**You**” or “**Your**”). By using the Nokia DAC in any way or by signing this EULA, You accept and agree to this EULA. Defined terms have the meaning as set forth below or otherwise in the main body of this EULA.

1. DEFINITIONS

Admin Information means the information that You provide to Nokia for creating or administering its user account and/or its access to the Nokia DAC Service, which may include (for example) contact e-mail addresses and telephone numbers for Your employees.

Confidential Information means all non-public information disclosed by Nokia, Nokia’s affiliates, Nokia employees, Nokia Partner including its employees, or Nokia contractors that is either: (i) designated as confidential information; or (ii) understood or reasonably should have been understood to be confidential, given the nature of the information or circumstances surrounding its disclosure.

Initial Subscription means Your first Subscription that starts as agreed under the commercial agreement between You and Your Nokia Partner, or by latest when You start accessing the applicable Subscribed Material.

Network Data means data that is used by Nokia to operate the Nokia DAC. Network Data includes signaling data, traffic data, and data carried over the control plane or management plane of the Nokia DAC, but excludes Your Content and Personal Data.

Nokia DAC Service means the online service deployed and hosted by Nokia on the Nokia regional computing infrastructure, which is delivered on an “as-a-service” basis.

Nokia Hardware means commercially available hardware and components provided by Nokia (or Nokia Partner) to You.

Nokia Partner means Nokia’s authorized value-added reseller who offers You the Nokia DAC under separate commercial agreement.

Nokia Privacy Notice means the Nokia policy document available at https://www.nokia.com/en_int/privacy and as may be updated from time to time.

Nokia Software means any software or firmware (including updates, fixes and upgrades) provided to You by Nokia directly, or through Nokia Partner, which supports the operation of the Nokia DAC, excluding the Subscribed Materials and the software used by Nokia in providing the Nokia DAC Service, and excluding Nokia source code.

Personal Data means any information relating to an identified or identifiable natural person, excluding Admin Information.

Renewal Subscription means any extension of Your Initial Subscription (or of a Renewal Subscription), either automatically or as separately agreed in writing between You and Nokia Partner.

Subscription(s) means a service to access and use the Subscribed Material, subject to the terms and conditions of this EULA (and Your agreement with Nokia Partner), for a defined period against a fee to be paid to Nokia Partner.

Subscribed Material(s) means the Nokia applications, features, application platform, and the Nokia DAC Service, which run within the Nokia DAC or as a part of the Nokia DAC, and are offered as subscriptions and delivered on an as-a-service basis.

Subscription Term means the duration of Initial Subscription and the duration of each Renewal Subscription (if any), collectively and each individually as the context may require, respectively specified in the commercial agreement between You and Your Nokia Partner.

Your Content means content, including images, audio/video or the like, that You upload to or generate in using the Nokia Hardware, Subscribed Materials or Nokia Software, including data transported on the user plane of the Nokia DAC, but not including any of the data that facilitates that transport.

Your Items means the Your site, power sources for the Nokia Hardware, adequate internet connectivity between the Nokia Hardware and the Nokia DAC Service, a PC or other device with a Firefox or Chrome web browser and internet connectivity, cabling for connecting equipment, and other hardware, software, and other requirements that You procure for the purposes of Your use of the Nokia DAC.

2. SUBSCRIPTION AND TERM LICENSE FOR NOKIA SOFTWARE

- 2.1. You need a valid and active commercial agreement with Your Nokia Partner offering the Subscriptions to You. Commercial terms of the Subscribed Materials are governed under such agreement with Your Nokia Partner.

Subject to Your timely payment of the applicable Subscription fees to Your Nokia Partner, and subject to Your compliance with this EULA and the commercial agreement with Your Nokia Partner, Nokia provides You a non-exclusive and non-transferable access to the applicable Subscriptions in the Territory during the Subscription Term solely for Your internal use.

- 2.2. Subject to Your compliance with this EULA, and subject to Your timely payments of the applicable Subscription fees to Your Nokia Partner, Nokia grants to You a non-exclusive, non-transferable, revocable term-license for the duration of Your Subscription Term to use the Nokia Software, only in object code, and any related documentation provided to You by Nokia directly, or through Nokia Partner, solely in conjunction with the applicable Subscriptions, for the sole purpose of Your internal use of the Nokia DAC. For the sake of clarity, no license is granted to the Subscribed Materials, for which access is provide on an “as-a-service” basis subject to Section 2.1.
- 2.3. You agree and acknowledge that Nokia may have encoded within the Nokia DAC functionality which remotely or automatically disables the Nokia Software and the access to the Subscribed Materials in case You do not pay applicable Subscription fees timely, Your Subscription Term ends, You don’t connect to the Nokia DAC Service, or if You fail to comply with the terms and conditions of this EULA.
- 2.4. The Nokia Software may contain freeware or open source software (“**FOSS**”) obtained by Nokia from a third-party licensor. This FOSS is distributed to You under the terms and conditions of such respective FOSS license which will govern Your use of the FOSS.

3. YOUR CONTENT

- 3.1. You own all Your Content. Nokia is not the publisher of and does not claim ownership of, endorse, or control any of Your Content. You hereby grant Nokia, under all of Your rights in and to Your Content, a non-exclusive, transferable, worldwide, fully paid-up license to use, copy, reproduce, and modify Your Content but only to the extent necessary for providing the Nokia DAC.
- 3.2. You shall ensure that Your Content and Your use of Your Content will not violate any applicable laws, regulations, or policies. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

4. YOUR RESPONSIBILITIES

- 4.1. Neither You nor anyone on behalf of You will use the Nokia DAC in any manner or for any purpose other than as expressly permitted by this EULA.
- 4.2. You shall not, and You shall not encourage or assist others to, copy, translate, modify, create derivative works, reverse engineering, decompile, encumber, derive the source code, permit any use, sublicense, time share, or lease any element of, or access to, the Nokia DAC, in whole or in part, including the Nokia Software and the Subscribed Materials, except as specifically authorized under this EULA or required by law. You shall maintain and reproduce all Nokia and/or Nokia’s licensors, as applicable, notices and legends found within the Nokia Software and/or the Subscribed Materials.
- 4.3. You must ensure that Your use of the Nokia DAC is safe for Your intended use. You acknowledge that the Nokia DAC is not designed for use in environments requiring fail-safe performance (including the operation of nuclear facilities, life support machines, aviation-related applications, and/or defense systems), in any environment in which the failure of the Nokia DAC could lead to death, personal injury, or severe physical or environmental damage, or in other similar high-risk environments (collectively, “**High-Risk Use**”). Nokia does not authorize High-Risk Use of the Nokia DAC.
- 4.4. You acknowledge and agree that the Nokia DAC is not a telecommunications service and is not intended for or suitable as a substitute for such service. Consequently, the Nokia DAC does not include any emergency call functionality and may lack other features or functionality required by or characteristic of traditional telecommunications network services, such as traditional phone calling or interoperability functions.
- 4.5. You may be asked for Administrator Information in order to set up Your user account. You must ensure that only persons who have reviewed and accepted the Nokia Privacy Notice may provide Admin Information to Your Nokia Partner. You agree to ensure that relevant consents to having Admin Information collected and used by Nokia in accordance with the Nokia Privacy Notice are in place. You are not authorized, and you agree not to share Nokia or Nokia Partner other Personal Data unless You have applicable data processing agreement(s) in place between You and Your Nokia Partner or Nokia.
- 4.6. You are responsible for all activities that occur under Your user account, regardless of whether the activities are undertaken by You, Your employees or an authorized third party. The log-in credentials of Your user account

are provided by Nokia for Your internal user only and You will not sell, transfer or sublicense them to any other entity or person. You may disclose the log-in credentials to Your subcontractors performing work on Your behalf, subject to the confidentiality obligation in Section 5.

- 4.7. You shall ensure that You are not part of the Government of the United States of America, including but not limited to government authorities, entities or military (collectively as “USG”) or that You are not working on behalf of USG or supplying USG with hardware, subscriptions or services in relation to the Nokia DAC.
- 4.8. This EULA covers the licensing of Nokia Software and the access to Subscribed Materials only and Nokia will not process any Personal Data in order to perform its obligations under to this EULA. Any services related to the Nokia Software which may result in Nokia processing Personal Data will be subject to a separate agreement. You will not provide, or allow Nokia to be provided with indirectly through the Nokia DAC, including the Nokia DAC Service, any data (including Admin Information) that could comprise Personal Data, unless and until: (i) You have informed Nokia in advance in writing; (ii) obtained all necessary consents and other rights on behalf of You and Nokia to process such Personal Data; and (iii) have executed in advance Nokia’s standard data processing agreement and such additional contracts or documentation as reasonably required by Nokia.
- 4.9. Nokia and Nokia Partner do not provide, and are not responsible for, Your Items. You are responsible for providing Your Items.
- 4.10. You will indemnify, defend and hold Nokia and its affiliates harmless from and against any loss, cost, expense, damage or liability of whatever nature arising from Your breach of this Section 4.

5. OWNERSHIP AND CONFIDENTIALITY

- 5.1. Except as expressly granted to You herein, all rights, title and interest (including ownership and all intellectual property rights) in and to the Nokia Software and the Subscribed Materials, shall remain vested in Nokia and/or its licensors.
- 5.2. You acknowledge and agree that the Nokia DAC contains proprietary and Confidential Information of Nokia and its third-party licensors and agree to keep such information confidential. You shall not disclose Nokia Confidential Information except to Your employees, subcontractors or subcontractor’s employees having a need to know, and only after they have been advised of and accepted in writing their confidentiality obligations under this EULA, provided that none of the foregoing personnel or entities is a competitor of Nokia or an employee of any competitor of Nokia. Nokia owns the Network Data, which is Confidential Information of Nokia and is used in conjunction with providing the Nokia DAC.

6. WARRANTIES AND SERVICES UNDER THIS EULA

- 6.1. NEITHER NOKIA NOR ITS THIRD PARTY LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO THE NOKIA DAC, INCLUDING THE NOKIA SOFTWARE AND THE SUBSCRIBED MATERIALS, AND NOKIA DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. THE SUBSCRIBED MATERIALS AND NOKIA SOFTWARE IS PROVIDED TO YOU “AS IS”.
- 6.2. This EULA does not obligate Nokia to provide any services, technical support, maintenance releases or upgrades for the Nokia Software and the Subscribed Materials. Nokia may provide you with updates and upgrades to the Nokia Software and the Subscribed Materials, and those will be also governed by the terms and conditions of this EULA.

7. COMPLIANCE WITH LAWS

- 7.1. You agree to comply with applicable laws and regulation and associated regulatory permits, consents, licenses, spectrum licenses for shared and licensed spectrum, and approvals (all together “Permissions”) all of which must be in place and arranged by You. Nokia does not obtain, license, and/or provide any such Permissions to You, or for Your benefit (except as set forth in Section 8 and Section 9).
- 7.2. Nokia has no obligation to set up, provide You with, or continue to grant You the license to Nokia Software and access to Subscribed Materials if you breach this Section 7, or if You breach Section 8 or 9, when You use Band 48 shared CBRS spectrum and/or Band 53, as applicable.

8. REQUIREMENTS SPECIFIC TO THE USE OF BAND 53 SPECTRUM

- 8.1. This Section 8 only applies if You use the Nokia DAC using Band 53 as agreed with a Nokia Partner. The Band 53 is provided to You in accordance with Nokia’s separate agreement with the spectrum owner and subject to Your

compliance of Section 7 and 8. You agree not to move Nokia Hardware from the location of original installation. You grant Nokia and Your Nokia Partner access to the physical site at which Your Nokia Hardware is installed but only to the extent that is required by applicable spectrum regulations. You further agree to follow Nokia's country specific guidance (if any) with respect to Band 53 usage.

9. REQUIREMENTS SPECIFIC TO THE USE OF CBRS BAND 48 SHARED SPECTRUM

- 9.1. This Section 9 only applies in the United States and only if You use the Nokia DAC using Band 48 shared CBRS spectrum as agreed with Your Nokia Partner.
- 9.2. Subject to Your compliance with FCC regulations, the Nokia DAC may be used with CBRS band 48 shared spectrum rights as regulated by the FCC. These spectrum rights are shared among other users, and You agree that other users (if applicable) may reduce or limit spectrum allocated to You. Nokia and Your Nokia Partner do not warrant spectrum availability at any point of time.
- 9.3. You specifically understand, acknowledge and agree that when using CBRS band 48 shared spectrum, Your network using the Nokia DAC must always be connected to Spectrum Access System ("SAS") and Environmental Sensing Capability ("ESC") through the Nokia DAC. If internet connection between SAS, ESC and Your network is interrupted or lost, the Parties must comply with FCC CBRS regulations, and Your network will turn off for as long as the connection to the SAS or ESC remains unavailable. Nokia and Your Nokia Partner assume no liability whatsoever over outages in Your network caused by a lost connection between Your network, SAS and ESC. You represent and warrant that You will not try to disable automation that shuts down Your network due to a lost connection to the SAS and ESC.
- 9.4. Nokia may suspend or terminate access to the Nokia DAC Service if You breach this Section 9 or if suspending or terminating access to the Nokia DAC Service is required for Nokia to comply with applicable FCC regulations.
- 9.5. If You decide to apply for CBRS band 48 Priority Access License ("PAL") in order to obtain allocated band 48 spectrum as set forth by the FCC, You are responsible for obtaining and keeping applicable records and renewals in relation to PAL spectrum access. You will also bear all costs in relation to the PAL license.

10. LIMITATION OF LIABILITY

- 10.1. NOTWITHSTANDING ANY PROVISION OF THIS 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 EULA: (A) NEITHER NOKIA, YOUR NOKIA PARTNER, NOR ANY OF NOKIA'S THIRD PARTY LICENSORS SHALL HAVE ANY LIABILITY TO YOU FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUES, SAVINGS OR PROFITS OR LOSS OF DATA ANY KIND OF) ARISING OUT OF THIS EULA OR THE NOKIA SOFTWARE OR THE SUBSCRIBED MATERIALS, AND (B) NOKIA'S, YOUR NOKIA PARTNER'S, AND THIRD PARTY LICENSORS'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS EULA (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 NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. DURATION AND TERMINATION

- 11.1. As set forth in the Section 2, the Subscription(s) and limited license to Nokia Software granted to You are term-based for the duration of Your Subscription Term and may be terminated in accordance with the termination provisions of this EULA.
- 11.2. All licenses granted to You under this EULA as well as Your access to the Subscribed Materials shall terminate when Your Subscription Term ends.
- 11.3. Nokia has right to terminate this EULA if You breach the terms and conditions of this EULA.
- 11.4. Immediately upon expiration or termination, You shall cease all access to the Subscribed Material and the use of the Nokia Software. Any documentation and all copies thereof shall be returned to Your Nokia Partner. You shall furnish Your Nokia Partner and Nokia with evidence satisfactory to them that all copies not returned have been destroyed, including partial copies and related materials.

12. PAYMENT

- 12.1. All fees will be invoiced by Your Nokia Partner and payments shall be made to Your Nokia Partner.

13. GENERAL TERMS

- 13.1. Your contractual rights for any warranties and similar commercial terms shall be according to the commercial agreement between You and Your Nokia Partner.
- 13.2. You shall not assign any rights or delegate any obligations hereunder without the prior written consent of Nokia. Any purported assignment of rights or delegation of obligations in violation of this paragraph is void.
- 13.3. If Nokia amends its EULA for the Nokia DAC, and You desire to continue using the Nokia DAC after Your Initial Subscription, You agree to review and sign such amended EULA before Your Renewal Subscription begins.
- 13.4. This EULA shall be governed by and construed in accordance with the laws of Finland, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Any dispute, controversy or claim arising out of or relating to this EULA, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal will consist of one (1) arbitrator. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The award will be final and binding on the parties hereto and enforceable in any court of competent jurisdiction.

14. SIGNATURE

IN WITNESS WHEREOF this EULA has been executed by Your duly authorized representatives.

Company Name: _____

Signature

Name and Title

Place and Date

*** END OF DOCUMENT ***