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

This EULA governs **authorised use and access of the Nokia Digital Automation Cloud subscription service** by the End-Customer.

By using the Nokia Digital Automation Cloud (the “Nokia DAC Service”) in any way or by signing this EULA, you accept and agree to this EULA on your own behalf and on behalf of your company, organization, educational institution, or other entity as its authorized legal representative. The word “You” shall mean you as well as your company, organization, educational institution, or other entity as its authorized legal representative. You further agree that You have the right and authority to enter into this EULA on Your own behalf, or if You are entering into this EULA on behalf of Your company, organization, educational institution, or other entity, that You have the right and authority to legally bind such company, organization, educational institution, or other entity to the terms and obligations of this EULA. Only accepting the terms and conditions of this EULA will give you the right to use and access the Nokia DAC Service. Defined terms have the meaning in section 9.6 or otherwise as set forth in the EULA.

### 1. SUBSCRIPTION FOR THE NOKIA DAC SERVICE AND TERM LICENSE FOR NOKIA SOFTWARE

- 1.1. You need valid and active Subscription(s) to use Nokia Software and access the Nokia DAC Service. You also need valid and active agreement with Your Nokia Partner offering the Nokia DAC Service to You. Commercial terms of the Nokia DAC Service are governed under such agreement with Your Nokia Partner.
- 1.2. Subject to the terms and conditions of this EULA and subject to Your timely payments of applicable Subscription fees to Your Nokia Partner, Nokia grants to You and You accept a non-exclusive, non-transferable, revocable term-license for the duration of your Subscription Term to use the Nokia Software and any related documentation provided and delivered to You by Nokia and its third party licensors, as defined below and pursuant to this EULA, for Your own internal use, only in object code, and solely in conjunction with Your installation of Nokia Hardware for the sole purpose of being able to access the Nokia DAC Service.
- 1.3. No license is granted to the software running the Nokia DAC Service, for which access is provided on an “as a service” basis for the duration of Your Subscription Term subject to Your continuous compliance with the terms and conditions of this EULA.
- 1.4. You agree and acknowledge that Nokia may have encoded within the Nokia Software, functionality which remotely or automatically disables the Software and access to the Nokia DAC Service after a period of time determined by Nokia in case You do not pay applicable Subscription fees timely, Your Subscription Term ends, or if You fail to comply with the terms and conditions of this EULA.
- 1.5. The Nokia Software may contain freeware or open source software (“FOSS”) obtained by Nokia from a third-party licensor. This FOSS is licensed to You under the terms and conditions of such respective FOSS license.

### 2. YOUR CONTENT AND PROTECTION OF SOFTWARE

- 2.1. 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 Service. For clarity, Nokia owns Network Data which is used in conjunction with providing You the Nokia DAC Service.
- 2.2. You acknowledge and agree that the Nokia Software contains proprietary and confidential information of Nokia and its third-party licensors and agree to keep such information confidential. You shall not disclose the Nokia Software except to Your employees having a need to know, and only after they have been advised of and accepted their confidentiality obligations under this EULA and the proprietary nature of the Software.
- 2.3. All rights, title and interest (including all intellectual, personal and industrial property rights) in and to the Nokia Software, other than those expressly granted to You herein, shall remain vested in Nokia and/or its licensors. You shall not, and shall prohibit others from, copying, translating, modifying, creating derivative works, reverse engineering, decompiling, encumbering or otherwise using the Nokia Software 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 on the Nokia Software or the media containing such Nokia Software on any permitted full or partial copies made by You.

### 3. WARRANTIES AND SERVICES UNDER THIS EULA

- 3.1. 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 SOFTWARE, 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 NOKIA DAC

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SERVICE AND NOKIA SOFTWARE IS PROVIDED TO YOU "AS IS".

- 3.2. This EULA does not obligate Nokia to provide any services, technical support, maintenance releases or upgrades for the Nokia Software or the Nokia DAC Service. Nokia may provide you with updates and upgrades and those will be also governed by the terms and conditions of this EULA.

#### **4. COMPLIANCE WITH LAWS**

- 4.1. 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 4.2 and Section 4.3).
- 4.2. This Section 4.2 only applies in the United States if You use the Nokia DAC Service using Band 48 shared CBRS spectrum as agreed with Your Nokia Partner.
- 4.2.1. Subject to Your compliance with FCC regulations, the Nokia DAC Service 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.
- 4.2.2. You specifically understand, acknowledge and agree that when using CBRS band 48 shared spectrum, Your network using the Nokia DAC Service must always be connected to Spectrum Access System ("SAS") and Environmental Sensing Capability ("ESC") through the Nokia DAC Service. 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.
- 4.2.3. Nokia may suspend or terminate access to the Nokia DAC Service if You breach this Section 4 or if suspending or terminating access to the Nokia DAC Service is required for Nokia to comply with applicable FCC regulations.
- 4.2.4. 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.
- 4.3. This Section 4.3 only applies if You use the Nokia DAC Service 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 this Section 4. 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.
- 4.4. Nokia has no obligation to set up, provide You with, or continue to grant You access to the Nokia DAC Service if you are not in continuous compliance with this Section 4 or if You otherwise breach this Section 4.

#### **5. RESTRICTIONS ON YOUR USE OF THE NOKIA DAC SERVICE**

- 5.1. You must ensure that Your use of the Nokia DAC Service is safe for Your intended use. You acknowledge that the Nokia DAC Service 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 Service 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 Service.
- 5.2. You acknowledge and agree that the Nokia DAC Service is not a telecommunications service and is not intended for or suitable as a substitute for such service. Consequently, the Nokia DAC Service 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.
- 5.3. You may be asked for Administrator Information ("Admin Information") in order to set up Your user account. You must ensure that only persons who have reviewed and accepted the Nokia Privacy Statement (available at [Nokia.com/privacy](https://nokia.com/privacy)) 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 Statement 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.
- 5.4. Nokia and Nokia Partner do not provide, and You are responsible of providing Your Items.

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## 6. LIMITATION OF LIABILITY

- 6.1. 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 USE OF THE NOKIA DAC SERVICE, AND (B) NOKIA'S, YOUR NOKIA PARTNER'S, AND THIRD PARTY LICENSORS'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 NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. DURATION AND TERMINATION

- 7.1. As set forth in the Section 1, the Subscription(s) and limited license to Nokia Software granted to You are term-based for the duration of Your Subscription Term and terminated in accordance with the termination provisions of this EULA.
- 7.2. All licenses granted to You under this EULA as well as Your access to the Nokia DAC Service shall terminate when Your Subscription Term ends.
- 7.3. Immediately upon termination, the You shall cease all use of the Nokia DAC Service and 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.
- 7.4. Nokia has right to terminate this EULA if You breach the terms and conditions of this EULA.

## 8. PAYMENT

- 8.1. Access to the Nokia DAC Service as well as the limited term-license set forth in Section 1 is subject to terms and conditions of this EULA and timely payment in full of the relevant Subscription(s) fees.
- 8.2. All fees will be invoiced by Your Nokia Partner and payments shall be made to Your Nokia Partner.

## 9. GENERAL TERMS

- 9.1. Your contractual rights for any warranties and similar commercial terms shall be according to the contractual agreement between You and Your Nokia Partner. The EULA does not entitle You to pursue any claim against Nokia.
- 9.2. You shall not assign any rights or delegate any obligations hereunder without the prior written consent of Nokia obtained through Your Nokia Partner. Any purported assignment of rights or delegation of obligations in violation of this paragraph is void.
- 9.3. If Nokia amends this EULA, and You desire to continue using the Service after Your Initial Subscription Term, You agree to review and sign such amended EULA before Your Renewal Subscription begins.
- 9.4. Nokia is an intended third party beneficiary of this EULA.
- 9.5. This EULA shall be governed by and construed in accordance with the laws of the State of New York. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. You waive any right and agree not to have any dispute under this EULA tried or otherwise determined by a jury, except where required by law. You expressly agree that the Uniform Computer Information Transactions Act ("UCITA"), as adopted or amended from time to time, shall not apply to this EULA or the goods and/or services delivered hereunder.
- 9.6. Definitions:
- 9.6.1. **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.
- 9.6.2. **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 using the Nokia DAC Service.
- 9.6.3. **Initial Subscription Term** means the duration of the Initial Subscription as specified in the order request as the respective "Subscription Period".
- 9.6.4. **Network Data** means data that is used by Nokia to operate the Nokia DAC Service. Network Data includes signalling data, traffic data, and data carried over the control plane or management plane of the Nokia DAC Service, but excludes Your Content and Personal Data.
- 9.6.5. **Nokia Hardware** means commercially available hardware and components provided by Nokia (or Nokia Partner) to You.

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- 9.6.6. **Nokia Partner** means Nokia's authorized value-added reseller who offers You the Nokia DAC Service under separate commercial agreement.
- 9.6.7. **Nokia Software** means any software (including updates, fixes and upgrades) provided to You by Nokia.
- 9.6.8. **Personal Data** means any information relating to an identified or identifiable natural person, excluding Admin Information.
- 9.6.9. **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.
- 9.6.10. **Renewal Subscription Term** means the duration of the Renewal Subscription as specified in the order request as the respective "Subscription Period".
- 9.6.11. **Subscription** means Your access and use of the Nokia DAC Service, 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.
- 9.6.12. **Subscription Term** means the Initial Subscription Term and each of the Renewal Subscription Terms (if any) collectively and each individually as the context may require.
- 9.6.13. **Your Content** means content, including images, audio/video or the like, that You upload to or generate in using the Nokia Hardware or Nokia Software, including data transported on the user plane of the Nokia DAC Service, but not including any of the data that facilitates that transport.
- 9.6.14. **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 Service.

## 10. SIGNATURE

IN WITNESS WHEREOF this EULA has been duly signed and executed by You hereto by Your respective authorized signatory.

[YOUR COMPANY]

\_\_\_\_\_  
Signature

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Name and Title

\_\_\_\_\_  
Place and Date

**\* \* \* END OF DOCUMENT \* \* \***