

## Nokia Digital Automation Campus

### Terms of Service

(v. 1.0 – applicable from 2023-11-03)

These Nokia Digital Automation Campus Terms of Service (the “**Terms of Service**”) govern the use of the Nokia Digital Automation Campus platform (the “**Nokia DAC**”) services, including the Nokia DAC platform software (including MXIE), business and other applications offered by Nokia and running on Nokia DAC platform, additional features, feature packs, functionalities and virtual capacity of Nokia DAC, and the online cloud services deployed and hosted on Nokia computing cloud infrastructure used in connection with Nokia DAC (all together the “**NDAC Services**”); as well as any software or firmware provided or made available for download by Nokia which supports the operation of the NDAC Services (the “**Nokia Software**”); and any patches, bug fixes, corrections, updates and upgrades of the same; but excluding any third-party applications and software which are subject to separate Nokia DAC Marketplace agreement.

These Terms of Service are a legal and enforceable agreement between Nokia Innovations Ltd, or its Affiliate (“**Nokia**”) specified in the order confirmation document issued by Nokia or authorized Nokia partner (the “**Offer Confirmation**”), and You as the individual, the company, or the legal entity that will be accessing or using the NDAC Services (referenced below as “**You**” or “**Your**”). Only agreeing to and complying with these Terms of Service grants You right to use and access the NDAC Services. Capitalized terms of these Terms of Service will have the meaning given when they first time appear and may be used in the singular or in the plural, as the context requires.

Read these Terms of Service carefully before using the NDAC Services. By downloading, installing, copying, clicking on “I agree”, or otherwise indicating assent electronically, or using the NDAC Services, You agree to these Terms of Service.

#### 1. NOKIA DAC SERVICES

1.1. To obtain access to NDAC Services, you must have a valid agreement with Nokia or authorized Nokia partner, as applicable, for the purchase of the subscriptions providing You access to the connected NDAC Services and for purchase of the required supporting Nokia equipment (the “**Agreement**”). Subject to Your compliance with the terms of Your Agreement, these Terms of Service, and timely payments of applicable subscription fees, Nokia provides You a non-exclusive, non-transferable, and non-sublicensable right to access and use the ordered NDAC Services for the intended campus and purpose.

1.2. The use of NDAC Services requires connection to the internet that is Your responsibility. NDAC Services remain functional in the event connection to the internet is temporarily lost, however, functionality may be limited during such temporary loss of connection, and if You do not re-establish the connection within thirty (30) days, the NDAC Services may become inoperable. Certain Nokia DAC applications and third-party applications require connection to third-party cloud services that are not managed by Nokia, maintaining connection to such cloud services is Your responsibility.

1.3. In case Your use of the NDAC Services exceeds the any capacity limitations of the subscriptions You have ordered, You are required to pay to Nokia the list subscription fees for the exceeded capacity. You may have access to certain configurations related to the NDAC Services in Your use. Nokia is not responsible if Your use of the configurations adversely affects the function Your NDAC Services. Nokia will use best efforts to advice how to fix configuration issues caused by You, but You acknowledge that restoration of function of Your NDAC Services may be subject to additional fees.

#### 2. USER ACCOUNT

2.1. Access to NDAC Services is provided through Your user account. In order to establish Your user account, You must provide Nokia certain administrative information, which may include for example e-mail addresses and telephone numbers, allowing identification of the individual users accessing NDAC Services on Your behalf. You shall ensure that each such user consents to having personal information collected and used by for this purpose

by Nokia. Nokia is the controller of such personal information, and the personal information is collected and used subject to Nokia Privacy Notice available at Nokia's public website ([www.nokia.com/privacy](http://www.nokia.com/privacy)). You are always responsible for the actions of the individuals accessing NDAC Services on Your behalf. You must ensure the accuracy of the information related to Your user account, and You are responsible for maintaining the security of user credentials associated with Your user account. If you believe unauthorized individual has access to Your user account or passwords, you must notify Nokia without any undue delay and change compromised password.

2.2. You will not permit access to the NDAC Services except by Your employees or contractors, who are bound by written contracts to perform the work solely on Your behalf and by adequate confidentiality obligations protecting any non-public information in relation to their use of NDAC Services. You will ensure that Your user account will be only used for the intended purpose, campus and term agreed in Your Agreement with Nokia or authorized Nokia partner. You will not permit Your user account or related user credentials to be sold, transferred, or sublicensed to any other entity or person.

### 3. UPDATES, UPGRADES AND SUPPORT

3.1. During the applicable subscriptions, Nokia will provide You with updates and upgrades that are made generally available to the NDAC Services You use. Nokia endeavors to notify You in advance of such updates and upgrades and to minimize impact to the availability to the NDAC Services and Your business. You agree to promptly install, or enable automatic installation of, the latest updates and upgrades provided by Nokia. Failure to allow implementation of updates or upgrades to the NDAC Services may adversely affect the function, security, and availability of the NDAC Services in Your use. Nokia shall have no obligation to support outdated version of NDAC Services and restoration of function of outdated systems may be subject to additional fees.

3.2. Nokia or Nokia authorized Partner may, but is not obligated to, provide technical support to You subject to these Terms of Service. You may procure technical support or professional services related to NDAC Services subject to separate fees and under specific service agreement or statement of work from Nokia or authorized Nokia partner.

### 4. SOFTWARE AND DOCUMENTATION

4.1. Subject to these Terms of Service and the terms of Your Agreement, and timely payments of applicable subscription fees, Nokia grants You a non-exclusive, non-transferable, revocable, non-sublicensable, and non-assignable right to use the Nokia Software delivered to You, in object code form only, and any documentation related to Nokia DAC and provided by Nokia (the "**Documentation**"). You may use Nokia Software and Documentation solely in conjunction with the ordered NDAC Services, as permitted by these Terms of Service and the terms of Your Agreement.

4.2. Nokia Software may contain freeware or open-source software ("**FOSS**") obtained by Nokia from a third-party licensor. The FOSS included in Nokia Software is distributed to You under the terms and conditions of such respective FOSS license which will govern Your use of the FOSS. Information on applicable FOSS licenses is provided to You online in the Nokia DAC Support Hub. Certain third-party software may be delivered with its own specific license provided to You as a separate license ("**Additional License**"). The terms of such Additional License will govern Your use of such software to the extent that Nokia does not have a right to replace or modify them with the license terms set forth in this Agreement. Nokia's licensors are third-party beneficiaries with respect to their software.

4.3. You may not, without Nokia's prior written consent, conduct, cause or permit anyone to (i) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer, derive the source code of, or adapt any portion of the Nokia Software; (ii) encumber, time-share, rent, or lease the rights granted herein; (iii) manufacture, adapt, create derivative works of, localize, port, or otherwise modify Nokia Software or Documentation; (iv) disclose or otherwise make available the Nokia Software or Documentation to any third party; or (v) enable any Nokia Software or NDAC Service features or capacity that requires additional Subscription from Nokia. You shall not remove any of the Nokia trademarks, patent, or copyright notices or markings from the Nokia Software or Documentation or add any other notices or markings to the same. Additionally, you may not, (a) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Nokia Software or NDAC Services; or (b) transfer or assign the Nokia Software or NDAC Services to any third parties.

4.4. Any license granted to You in these Terms of Service expires at the end of the respective Subscription Term. You have no further rights to use the Nokia Software or related Documentation after the end of the respective Subscription Term.

## 5. OWNERSHIP AND CONFIDENTIALITY

5.1. NDAC Services, Nokia Software, and Documentation are the property of Nokia and/or its licensors and are protected by copyright, patent, trademark, and other intellectual property laws. Nokia and its licensors retain all rights, title and interest in and to the NDAC Services, Nokia Software and Documentation, including in all copies, improvements, enhancements, modifications and derivative works. Your rights to use the NDAC Services and Nokia Software shall be limited to those expressly granted in these Terms of Service. All rights not expressly granted to You are retained by Nokia and/or its licensors.

5.2. NDAC Services, Nokia Software, Documentation, and any other information provided to You by Nokia for use with the Nokia DAC (“**Confidential Information**”) constitute and contain Nokia’s confidential and proprietary information. You shall not disclose Confidential Information to any third party or use it for any purpose other than the use permitted by these Terms of Service. You may disclose Confidential Information which is requested pursuant to a judicial or governmental request, requirement, or order under law, if You provide Nokia sufficient prior notice and reasonable assistance to contest such request, requirement or order and to seek protective measures.

5.3. You may grant access to the Confidential Information only to Your employees, consultants and contractors who have a need to know to the extent of the use permitted by these Terms of Service, who agree in writing to be bound to confidentiality terms at least as restrictive as those stated in these Terms of Service and who You cause to comply with the provisions of these Terms of Service. You will promptly report to Nokia any actual or suspected violation of confidentiality obligations in these Terms of Service and shall take all reasonable steps requested by Nokia to prevent and remedy any such violation.

## 6. CONTENT AND DATA

6.1. You own all Your content, including images, audio/video, or the like, that You upload to or generate in using NDAC Services, including data transported on the user plane of the Nokia DAC, but excluding any of the data that facilitates that transport (“**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 that Nokia holds but only to the extent necessary for performing Nokia’s obligations under these Terms of Service in providing and improving the Nokia DAC and NDAC Services and any related hardware, software or services.

6.2. 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. Nokia may use and disclose any of Your Content that Nokia holds if necessary to comply with a legally binding order, subpoena, or similar request of a court of governmental or regulatory body. Nokia shall use reasonable efforts to contest and minimize the reach of such request.

6.3. You are responsible for any backups and back-hauling of Your Content and any other information You create in connection with Your use of NDAC Services. Nokia will not take any backups and gives no warranties or guarantees that Your Content will be or remain accessible or stored. After expiration or termination of the respective Subscription Term, Nokia will not maintain, or provide access to, any of Your Content on Your behalf.

6.4. The system data which is used by Nokia in providing the NDAC Services to You, including for example signaling data, traffic data, and data carried over the control plane or management plane of the Nokia DAC, but excluding Content or any personal information (“**System Data**”), is owned by Nokia and it is Confidential Information of Nokia. To the extent Nokia makes such System Data available to You through the NDAC Services, Nokia grants You a non-exclusive, non-transferable, revocable, non-sublicensable, and non-assignable right to use the System Data solely for Your use of the Nokia DAC and NDAC Services for the intended campus and purpose.

6.5. Where Nokia may be required to process personal information provided by You in connection to Your use of Nokia DAC, You undertake to inform Nokia about it in writing, comply with all applicable data protection

legislation, with regards to the provision of personal information to Nokia and sign a Nokia data protection agreement or other similar document reasonably required by Nokia. You hereby consent for Nokia to transfer personal information, as may be required to provide the NDAC Services and Nokia Software pursuant to this these Terms of Service, to the European Union, United States, or other countries that may have different data protection laws than the region in which You are located and may be accessed by Nokia employees, contractors, partners and vendors for the purposes described above.

## 7. SUGGESTIONS

If You make any suggestion about Nokia DAC, or NDAC Services or related features to Nokia, Nokia is free to use, disclose, reproduce, modify, license, transfer and otherwise distribute and exploit such information or materials without restrictions.

## 8. NO WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, 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 NDAC SERVICES, INCLUDING THE NOKIA SOFTWARE, AND NOKIA DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NOKIA MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE NDAC SERVICES OR NOKIA SOFTWARE, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE. NOKIA SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT YOUR PROPOSED OR ACTUAL USE OF THE NDAC SERVICES OR NOKIA SOFTWARE COMPLIES WITH APPLICABLE LAWS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SELECTING CONFIGURATIONS, POLICIES AND PROCEDURES IN THE NDAC SERVICES OR NOKIA SOFTWARE THAT ARE CONFIGURABLE AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO YOUR POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

## 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION OF THESE TERMS OF SERVICE 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 THESE TERMS OF SERVICE: (A) NEITHER NOKIA, YOUR NOKIA PARTNER, NOR ANY OF NOKIA'S AFFILIATES, OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, OR 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 THESE TERMS OF SERVICE, AND (B) NOKIA'S, YOUR NOKIA PARTNER'S, AND NOKIA'S AFFILIATES, OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, OR THIRD PARTY LICENSORS' LIABILITY FOR ANY CLAIM ARISING OUT OF THESE TERMS OF SERVICE (OTHER THAN LIABILITY FOR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED ONE THOUSAND UNITED STATES 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.

## 10. COMPLIANCE

10.1. You shall not use NDAC Services to violate any applicable laws, regulations or third-party rights. You are responsible for obtaining all governmental consents, permits, approvals, and licenses, including but not limited to spectrum licenses, that may be necessary for Your use of the NDAC Services. If You use licensed or shared radio spectrum in connection with the NDAC Services in Your use, you agree to comply with the additional band, country, or territory specific spectrum compliance requirements and terms as may be set forth at the website [www.dac.nokia.com/terms](http://www.dac.nokia.com/terms), or as otherwise provided by Nokia.

10.2. You acknowledge and agree that the Nokia DAC is not a telecommunications service and not intended for or suitable as a substitute for such. 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 phone calling or interoperability functions.

10.3. You acknowledge that NDAC Services, Nokia Software, Documentation and Confidential Information may be subject to the export laws and regulations of the European Union, the United States, and/or other countries, including national and international sanctions (cumulatively, "**Export Laws**"). You shall not use, distribute, export, re-export, transfer, or transmit the NDAC Services, Nokia Software, Documentation, or Confidential Information (even if incorporated into other items) in violation of the Export Laws. If requested by Nokia, You shall sign written assurances and other export-related documents as may be required for Nokia to comply with the Export Laws.

10.4. You may not use the NDAC Services in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "**International Human Rights Standards**"), of any individual, provided the foregoing shall not limit use of the NDAC Services to restrict, monitor, collect or process data based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards or authorized by local law or regulation.

## 11. ASSIGNMENT

You may not assign the rights granted under this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Nokia's prior express written consent of such assignment. Nokia may assign these Terms of Service to any party.

## 12. GOVERNING LAW AND DISPUTES

12.1. If Your primary business location is in a member state of the European Union (EU), these Terms of Service will be governed by the laws of that member state; if your primary business location is in the United States of America, these Terms of Service will be governed by the laws of the State of New York; if Your primary business location is in Canada, these Terms of Service will be governed by the laws of Canada; if Your primary business location is in Japan, these Terms of Service will be governed by the laws of Japan; or if your primary business location is not in any of the aforementioned territories, these Terms of Service will be governed by the laws of England and Wales. The primary business location is the country where Your legal entity is officially registered or formed. The applicable governing law is exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of choice of law and conflicts of law.

12.2. Unless otherwise agreed in Your Agreement with Nokia, any dispute, controversy, or claim arising out of or relating to these Terms of Service, or the breach, termination, or validity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published. 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.

12.3. Notwithstanding the foregoing, if You are a public sector entity and precluded by law from agreeing to any given provision of this Section concerning Governing Law and Disputes, then any disputes with you pertaining to these Terms of Service will be governed by the substantive laws of the state under whose laws You were formed and the venue for any such dispute will be the venue required by such laws.

## 13. SEVERABILITY AND WAIVER

If any provision of these Terms of Service is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of these Terms of Service shall remain in full force and effect. A waiver of any breach or default under these Terms of Service shall not constitute a waiver of any other subsequent breach or default.

## 14. TERM, SUSPENSION, TERMINATION

14.1. Your right to use NDAC Services, including Nokia Software and Documentation, subject to these Terms of Service is term-based for the duration of Your applicable subscriptions as stated in the applicable order confirmation. Your access to the NDAC Services and licenses granted to You under these Terms of Service shall expire when the applicable subscription expires. Notwithstanding the foregoing, Nokia may suspend Your access

to the NDAC Services or terminate these Terms of Service in case of Your breach of these Terms of Service, or the Agreement, or if compelled to do so by competent authority or applicable law.

14.2. Immediately upon expiration of Your subscription to NDAC Services or termination of this these Terms of Service, You shall cease all use of the connected NDAC Services, including Nokia Software and Documentation, and You shall destroy Your copies of Nokia Software and You shall furnish Nokia or Your Nokia partner with satisfactory evidence thereof. If You continue to use NDAC Services after expiration of Your subscriptions or terminations of these Terms of Service, Nokia shall have right to invoice You the list subscription fees for any such use.

14.3. You acknowledge and agree that Nokia may have encoded within the NDAC Services functionality which remotely or automatically renders Your NDAC Services, including the Nokia Software, unusable in case of expiration of Your Subscription or termination of these Terms of Service. Nokia shall have no liability towards You for any disruption of Your use of NDAC Services in such situations.

## 15. SURVIVAL

The following provisions of these Terms of Service survive expiration or termination of these Terms of Service: any restrictions of use related to NDAC Services, Nokia Software, Documentation and any other intellectual property, Ownership and Confidentiality, Suggestions, No Warranty, Limitation of Liability, Export Regulation, Restricted Use, Governing Law, Severability and Waiver, Term and Termination and Survival.

## 16. ENTIRE AGREEMENT

These Terms of Service and any related order confirmation are the complete understanding and agreement between You and Nokia relating to the subject matters described herein and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to the same. Any additional or standard terms that may be included or referred to in any purchase order, ordering document, acknowledgement, confirmation, or document issued by You do not apply, even if signed and returned. These Terms of Service may only be modified by an order confirmation issued by Nokia that refers to these Terms of Service. Notwithstanding the foregoing, Nokia may update these Terms of Service from time to time with the latest version available at [www.dac.nokia.com/terms](http://www.dac.nokia.com/terms). Up-to-date version of these Terms of Service shall apply to Your use of NDAC Services upon renewal of Your subscriptions.

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