

Terms of Service (DNA)

These are the terms and conditions for the use of this DNA Starter Kit including also the related telecommunications connections (Service).

Your DNA IoT Starter Kit gives you access to DNA Control Center, Connectivity IoT -platform powered by DNA's partner, Cisco Jasper. You may only use the IoT Starter Kit within your own organization and are not allowed to give third parties a possibility to use the IoT Starter Kit SIM cards.

DNA IoT Starter Kit includes the following components:

5 SIM cards

20 Mb data per SIM card per month

20 SMS per SIM card per month

mandatory APN `iot.dna.fi`

and is delivered to the Customer in order to give the Customer a possibility to test the DNA Connectivity IoT -service free of charge during a two month period starting from the date on which the SIM cards are added to Customer's Starter Kit account. Thereafter, DNA will within 5 days send the SIM cards per post to the Customer and Customer can start using them.

After the two month period the SIM cards will be disabled. The Customer must make a separate written agreement about DNA Connectivity IoT -service at the latest 5 Business Days prior to the end of the Starter Kit period in order to be able to continue to use the SIM cards given to the Customer as part of the Service.

Customer may use the above mentioned components of the Service (20 Mb data in each of the two month and 20 SMS in each of the two month) during the IoT Starter Kit period either in Finland or in the EU and ETA countries, but is not possible to use IoT Starter Kit SIM cards in other countries.

Introduction

These terms apply to you ("Customer") as well as all customers and users of the Service ("Users") as well as to users of any related software ("Licensees").

DNA reserves the right, at its discretion and especially also based on the possible changes made by DNA's subcontractor, to modify these Terms of Service as they are generally and prospectively applied at any time by posting a web accessible notice to the Service or by other reasonable notice. Customer is responsible for all User activity in connection with the Service or Customer's account. Operators, equipment suppliers and customers (including their resellers) may have additional policies with respect to the use of the Service.

DNA reserves the right to suspend use of the Service and related software for nonpayment, apparent device or application malfunctions and perceived violations of these Terms of Service.

Registration

As a condition to using the Service, each administrative User of the Service may be required to register with DNA Control Center and select a unique password and user name ("User ID"). Customer shall ensure that each of such Users provides DNA with accurate, complete, and updated registration information.

A User may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.

Applicable Laws

Users will not use the Service or related software in any manner that (a) infringes the intellectual property or proprietary rights, rights of publicity or privacy or other proprietary rights of others, (b) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.

Security

Users will not violate or attempt to violate the security of the Service, including, without limitation,

- i. Accessing data not intended for such User or logging into a server or account which such User is not authorized to access,
- ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
- iii. Attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing",
- iv. Forging any TCP/IP packet header or any part of the header information in any e-mail,
- v. Taking any action in order to obtain services to which such User is not entitled or
- vi. Sending any virus, worm, Trojan horse or other harmful code or attachment. Violations of system or network security may result in civil or criminal liability.

DNA and DNA's subcontractor reserve the right to monitor the Service at any and all times to facilitate compliance with these Terms of Service but are not obligated to do so. Each User consents to the processing of information necessary to provide the Service in DNA's subcontractor's data centers in Europe and/or the United States.

Disclaimer

DNA and DNA's subcontractor will provide the Service consistent with prevailing industry standards in a manner that endeavors to minimize errors and interruptions in the Service. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by DNA, DNA's subcontractor or by third-party providers, or because of other causes beyond DNA's or its subcontractor's reasonable control. DNA does not warrant that USE OF the Service or related software will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Service or related software.

EXCEPT FOR THE FOREGOING, THE SERVICE AND RELATED SOFTWARE ARE PROVIDED "AS IS" AND DNA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

In no event will DNA (or its staff, affiliates and suppliers) be liable to USER for any direct, indirect, consequential, exemplary, special, or incidental damages in connection with the Service or related software, any Third-Party Internet Materials or use of the operator network.

USE OF THE SERVICE OR RELATED SOFTWARE IN CONNECTION WITH MEDICAL, EMERGENCY, ENVIRONMENTAL, MILITARY, AVIATION, NUCLEAR OR SIMILAR APPLICATIONS THAT REQUIRE FAIL-SAFE TECHNOLOGY IS not recommended BECAUSE THE SERVICE IS NOT DESIGNED OR INTENDED FOR THESE APPLICATIONS. All use of the service AND RELATED SOFTWARE is at user's own risk.

Confidentiality

User and Licensee acknowledge that the Service (and related information provided) represents valuable proprietary information of DNA and/or its subcontractor and that unauthorized dissemination or use of this information is prohibited and could cause irreparable harm to DNA and/or its subcontractor. User and Licensee will hold such information in confidence, including the results of any evaluation, and will only use such information in connection with the Service. User and Licensee will not disclose such information to any person or entity that is not bound by these terms.

The three preceding sentences do not apply to information that:

- i. is or lawfully becomes a part of the public domain;
- ii. was previously known without restriction on use or disclosure;
- iii. is rightfully received from a third party;
- iv. is independently developed;
- v. is approved for release by DNA; or
- vi. is disclosed in response to a valid order of a court or lawful request of governmental agency or as otherwise required by law, provided that User or Licensee first notifies DNA and secures an appropriate protective order, if possible.

Intellectual Property

User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any technology related to the Service ("Technology", including documentation); modify, translate, or create derivative works based on the Service or Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or Technology; use the Service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized end users of customers in good standing; or remove any proprietary notices or labels with respect to the Service.

User and Licensee will not use the Service, related software or Technology or access it, as applicable, in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service. DNA and/or its subcontractor respectively retain all rights in the Service, related software and Technology. To be clear, no express or implied license to any patents is conferred in connection with use of the Service and related software.

Indemnification

User and Licensee will indemnify DNA and its subcontractor (as well as their respective staff, affiliates and suppliers) from any claim by a third party (and all related liability, loss or expense, including attorneys' and experts' charges) that User's use of the Service or Licensee's use of the related software violates these Terms of Service (including the recommendation against use in fail safe conditions) or infringes the intellectual property rights of such third party and will defend such indemnitees at DNA's request, provided that DNA respectively notifies User or Licensee of the claim and reasonably cooperates in its defense at User's or Licensee's expense.

Terms of Service (Cisco Jasper)

Introduction.

These terms apply to all customers and users of the Service ("Users") as well as to users of any related software ("Licensees") and supplement the terms of applicable agreements with Jasper Technologies LLC ("Cisco Jasper"). Cisco Jasper reserves the right, at its discretion, to modify these Terms of Service as they are generally and prospectively applied at any time by posting a web accessible notice to the Service or by other reasonable notice. Typically, this would only be necessary to comply with changes in law, telecommunications operator requirements or applicable custom. Customer is responsible for all User activity in connection with the Service or Customer's account. Operators, equipment suppliers and customers (including their resellers) may have additional policies with respect to the use of the Service. Cisco Jasper reserves the right to suspend use of the Service and related software for nonpayment, apparent device or application malfunctions and perceived violations of these Terms of Service.

Registration.

As a condition to using the Service, each administrative User of the Service may be required to register with Cisco Jasper and select a unique password and user name ("User ID"). Operator or Customer shall ensure that each of such Users provides Cisco Jasper with accurate, complete, and updated registration information. A User may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.

Applicable Laws.

Users will not use the Service or related software in any manner that (a) infringes the intellectual property or proprietary rights, rights of publicity or privacy or other proprietary rights of others, (b) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.

Security.

Users will not violate or attempt to violate the security of the Service, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain services to which such User is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations of system or network security may result in civil or criminal liability. Cisco Jasper reserves the right to monitor the Service at any and all times to facilitate compliance with these Terms of Service but is not obligated to do so. Each User consents to the processing of information necessary to provide the Service at Cisco Jasper's data centers in the United States.

Disclaimer.

Cisco Jasper will provide the Service consistent with prevailing industry standards in a manner that endeavors to minimize errors and interruptions in the Service. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Cisco Jasper or by third-party providers, or because of other causes beyond Cisco Jasper's reasonable control. CISCO JASPER DOES NOT WARRANT THAT USE OF THE SERVICE OR RELATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE OR RELATED SOFTWARE. EXCEPT FOR THE FOREGOING, THE SERVICE AND RELATED SOFTWARE ARE PROVIDED "AS IS" AND CISCO JASPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT WILL CISCO JASPER (OR ITS STAFF, AFFILIATES AND SUPPLIERS) BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE SERVICE OR RELATED SOFTWARE, ANY THIRD-PARTY INTERNET MATERIALS OR USE OF THE OPERATOR NETWORK. USE OF THE SERVICE OR RELATED SOFTWARE IN

CONNECTION WITH MEDICAL, EMERGENCY, ENVIRONMENTAL, MILITARY, AVIATION, NUCLEAR OR SIMILAR APPLICATIONS THAT REQUIRE FAIL-SAFE TECHNOLOGY IS NOT RECOMMENDED BECAUSE THE SERVICE IS NOT DESIGNED OR INTENDED FOR THESE APPLICATIONS. ALL USE OF THE SERVICE AND RELATED SOFTWARE IS AT USER'S OWN RISK.

Confidentiality.

User and Licensee acknowledge that the Service (and related information provided) represents valuable proprietary information of Cisco Jasper and that unauthorized dissemination or use of this information is prohibited and could cause irreparable harm to Cisco Jasper. User and Licensee will hold such information in confidence, including the results of any evaluation, and will only use such information in connection with the Service. User and Licensee will not disclose such information to any person or entity that is not bound by these terms. The three preceding sentences do not apply to information that: (i) is or lawfully becomes a part of the public domain; (ii) was previously known without restriction on use or disclosure; (iii) is rightfully received from a third party; (iv) is independently developed; (v) is approved for release by Cisco Jasper; or (vi) is disclosed in response to a valid order of a court or lawful request of governmental agency or as otherwise required by law, provided that User or Licensee first notifies Cisco Jasper and secures an appropriate protective order.

Intellectual Property.

User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any technology related to the Service ("Technology", including documentation); modify, translate, or create derivative works based on the Service or Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or Technology; use the Service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized end users of customers in good standing; or remove any proprietary notices or labels with respect to the Service. User and Licensee will not use the Service, related software or Technology or access it, as applicable, in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service. Cisco Jasper retains all rights in the Service, related software and Technology. To be clear, no express or implied license to any Cisco Jasper patents is conferred in connection with use of the Service and related software.

Indemnification.

User and Licensee will indemnify Cisco Jasper (as well as its staff, affiliates and suppliers) from any claim by a third party (and all related liability, loss or expense, including attorneys' and experts' charges) that User's use of the Service or Licensee's use of the related software violates these Terms of Service (including the recommendation against use in fail safe conditions) or infringes the intellectual property rights of such third party and will defend such indemnitees at Cisco Jasper's request, provided that Cisco Jasper promptly notifies User or Licensee of the claim and reasonably cooperates in its defense at Use