



COOPERATION AGREEMENT

1 Contracting parties

IoT Forge Foundation sr

business FID: 28354011

hereafter "**Foundation**"

[Name of the company] [, [name] as its representative]

business ID: []

hereafter "**Company**"

2 Background and purpose

The aim of the IoT Forge laboratory ("**IoT Forge**", or "**Forge**") is to improve the growth and expansion of the Internet of Things ("**IoT**") by supporting selected companies in manufacturing prototypes of IoT products.

The purpose of this agreement ("**Agreement**") is to agree on the framework for using the premises and equipment of the IoT Forge. The Foundation may grant access to its premises upon application by the Company.

The Foundation does not charge any fees for its services. However, provision of possible special materials and components are subject to a separate agreement between the Foundation and the Company. All services of the Foundation are provided without any representations or warranties, strictly on an 'as is' basis and solely for the purpose of supporting the manufacture of prototypes.

3 Rules

IoT Forge has rules that bind everyone accessing the premises ("**Rules**"). By entering into this Agreement, the Company confirms that the Company:

- has received and reviewed the Rules;
- will comply with the Rules;
- ensures that each person accessing the IoT Forge will review the Rules in advance;
- accepts that the Foundation may amend the Rules from time to time, and the amended Rules will become binding on the Company upon publication; and
- will at all times keep each person accessing the IoT Forge aware of the up-to-date Rules.

The Company is responsible for its representatives' and named persons' compliance with this Agreement and the Rules. Any act or omission of such persons in violation of the Agreement and/or the Rules will also be considered as an act or omission of the Company.

4 Access to the IoT Forge

Access to the IoT Forge will be confirmed by email, and always granted for a fixed-time period. Access may be suspended or terminated by the Foundation with immediate effect if the Company has, in the opinion of the IoT Forge personnel, acted against this Agreement, the Rules, or instructions given by the IoT Forge personnel.

Access is available only to persons named by the Company and accepted by the Foundation in advance.

5 Keys to the premises

Keys to the IoT Forge will be provided to the Company in the beginning of the granted access. The Company shall take proper care of the keys. The Company must not provide the keys to any third party. The keys must be returned immediately upon request of the IoT Forge personnel, and in any event immediately upon expiration of the access right.

6 Confidentiality and intellectual property rights

The IoT Forge personnel will not disclose to any third party any confidential information received from the Company, provided that such information has been clearly designated as confidential. However, nothing will restrict the IoT Forge personnel from freely using their general experience and know-how when working together with other cooperators of the IoT Forge or otherwise. This confidentiality obligation will remain in effect for two (2) years after the expiration of this Agreement.

The confidentiality obligation above does not apply to information which is disclosed by the IoT Forge personnel with the consent of the Company, nor information which (i) is generally available or public; (ii) the Foundation or the IoT Forge personnel verifiably already knew before receipt from the Company; or (iii) is separately obtained from a third party. The Foundation does not guarantee the confidentiality of the premises or the information handled therein other than on behalf of its own personnel.

The Company agrees not to disclose to any third party any information intended as internal to the Foundation and/or IoT Forge personnel, and which it may learn in connection with its co-operation with the IoT Forge.

The Foundation and the IoT Forge personnel hereby assign to the Company their title and intellectual property rights in and to the results of the work the Company has produced in the IoT Forge. The Company is responsible for obtaining any other permissions or rights that may be necessary.

7 Limitation of liability

The IoT Forge personnel may give advice and feedback in relation to the prototypes and their manufacturing. The Company may freely utilize the implementation proposals, advice and other observations, but it does so at its own risk.

The Company always has the sole responsibility for its own work, the development of its products and its business. The Foundation or the IoT Forge personnel have no responsibility or liability for (a) the suitability of the prototypes for their purpose or (b) the business of the Company or (c) any damage or other losses incurred by the Company.

The Foundation will not be liable to the Company for any indirect damages. In any event and at all times, the Foundation's total aggregate liability is limited to one thousand euros.

8 Validity of the agreement

This Agreement is valid until further notice.

No amendment to this Agreement will be effective unless it is made in writing and signed by authorized representatives of each party.

If any of the IoT Forge personnel consider that the Company has acted against this Agreement, the Rules, or the instructions given by the IoT Forge personnel, the Foundation may unilaterally terminate this Agreement with immediate effect.

9 Governing law and dispute resolution

This Agreement is governed by the laws of Finland. Any disputes arising from or in connection with the Agreement will be settled by the District Court of Helsinki.

10 Agreement copies

This Agreement has been executed in two (2) identical copies, one for each of the parties.

11 Place, date and signatures

[Espoo] [] [] 2017

[Espoo] [] [] 2017

IoT Forge Foundation sr

[Company]



IOT FORGE LABORATORY RULES 13 September 2017

1 Safety

Work safety is the most important thing in the Forge. Devices may be used only after attending device-specific introduction training given by the Forge personnel. Certain devices are accessible only to the personnel. Such devices are clearly marked with signs and red floor marking tape. Everyone is responsible for proper use of the devices, and for their own actions in the Forge. All devices must be powered off at the end of each workday.

Use of safety equipment is mandatory. The required safety equipment are located next to each device. The Forge personnel will instruct you to properly use the safety equipment in connection with the introduction training. Failure to comply with the safety equipment obligation will result in immediate termination of the access rights to the Forge.

2 Premises

You and your team will be given a separate workroom where you may keep your property and works for a fixed-time period. When your access right ends, the workroom must be released to the Forge personnel.

Part of the premises are only accessible to the Forge personnel. Such areas are clearly marked on the floor with red tape.

The instructions of the Forge personnel must be followed in the premises. You will recognize the Forge personnel from nameplates including the Forge logo and a photo of the person.

3 Care and caution

Everyone is responsible for their own actions and property. The Forge is a public space which is accessible to others as well. Therefore, secure your own work and prototypes if necessary. Let's keep the premises and devices of the Forge in good condition.

Always make sure that you have received appropriate training and operating time for the tools you wish to use, and take good care of them. When you have finished using a device or a tool, return it to its proper place. If you notice that a device is not working properly, please inform the Forge personnel immediately. We will strive to repair any broken devices as fast as reasonably possible.

You may take devices from the public premises to your own workroom if it has been agreed in advance with the Forge personnel. All devices and tools are intended for use within the premises of the Forge. Do not remove devices or tools from the premises.

Take good care of your property. The Forge personnel will keep the lost property for one month, after which the property will be appropriately destroyed.

4 Freedom to work uninterrupted

Everyone operating in the Forge is entitled to concentrate on their own work without interruptions. If anyone unnecessarily disturbs others in the Forge or intentionally damages any of the equipment, the right of access to the Forge will be immediately terminated.

5 Company's employees and visitors

Each approved company must apply for access right to the Forge to its employees. Employees of the Company are welcome to the Forge. However, the Forge personnel must approve each person's right of access in advance.

The Forge is intended only for the use of approved companies. Outside visitors are always subject to a separate agreement.