

1 Purpose of the Terms

- 1.1 Dinolift Oy (“Supplier”) manufactures and supplies Dino™ MEWPs (“Product”) and related services to its direct and indirect customers (“Customer”). Customer may be an end-user of the Product, rental company, distributor, MEWP service provider or other customer using the Product.
- 1.2 Each Product manufactured after 1st of January 2023 incorporates MyDINO telematics solution enabled by remote access to the data collected by the Products (“Data”) as specified more in detail in Supplier’s MyDINO service description (“MyDINO Service”).
- 1.3 These Terms apply to the provision of MyDINO Service to the Customer by Supplier and Customer’s access and use of MyDINO Service in addition to any other agreement that the Supplier and Customer may have regarding the supply of Products concluded either by acceptance of Supplier’s offer in writing by the Customer or signing a separate written agreement (“Agreement”). These Terms are incorporated to the Agreement by way of reference. If Supplier’s authorized distributor has sold the Product to the Customer, the supply contract for Products is concluded between the Customer and the distributor, but the license to use MyDINO Service is granted directly by the Supplier and requires accepting these Terms in connection with activating Customer’s account and registering to the MyDINO Service.
- 1.4 MyDINO Service is powered by Trackunit® Manager software and mobile application provided by Trackunit ApS (“Vendor”). Access and use of MYDINO Service is subject to Customer’s agreement on Vendor’s or other third parties’ policies (such as cookie policies) and terms in addition to these Terms (“Additional Terms”). In case there is a contradiction between these Terms and Additional Terms, these Terms prevail regarding contractual relationship between the Customer and Supplier.
- 1.5 If the Customer does not agree to these Terms and Additional Terms, Customer is not allowed to install, access or use MyDINO Service in any manner.

2 Access and use of MyDINO Service

- 2.1 Access to MyDINO Service is enabled when the Product and the Customer is first registered to the MYDINO Service at www.dinolift.com/meet-mydino (“Activation Date”). Transfer of Data from the Product to MyDINO Service and use of MyDINO

Service will only work in areas where there is network coverage by communications provider or their roaming partner. Supplier is not liable for lack of coverage, including but not limited to permanent or temporary break-down of the network. Customer may not retract or use SIM-cards incorporated in the Product outside the Product or for other purposes than for the use of MyDINO Service. Supplier reserves the right to charge additional costs if the Customer is in breach of this obligation.

- 2.2 Customer must have a computer or mobile device with internet connection and access to the world wide web via an internet browser or mobile application to use the MyDINO Service. Supplier shall not have any obligations in relation to such technical Product or system at the Customer.
- 2.3 Customer must register as a user to the MyDINO Service and receives a link to activate MyDINO Service account where the Customer sets the username and a password to the account. It is Customer’s responsibility to store the user credentials so that misuse is avoided. If the Customer is granted administration rights to create subaccounts and users, Customer is responsible for ensuring the account and user information is correct and up to date. Supplier is not responsible for Customer’s handling of usernames and passwords.
- 2.4 Supplier prohibits the use of MyDINO Service in any way that is unlawful or in violation of any third-party intellectual property rights.
- 2.5 Subject to Customer’s acceptance of and compliance with these Terms, including without limitation payment of applicable license fees, the Customer will have a limited, personal, non-exclusive, non-transferable, non-sublicensable (except when Product is sold to a new owner as specified herein or sold by Supplier’s authorized distributor) license during the term of the license to use MyDINO Service solely for its own internal use. Supplier’s authorized distributors are authorized to sell subscriptions to MyDINO Service. If the Customer resells the Product to a new owner, the new owner must register itself as a user of My DINO Service and license continues for the remaining license period. The license does not grant any rights to obtaining future upgrades, updates or supplements of the MyDINO Service where the upgrade, update or supplement includes a new feature. However, the license shall include all upgrades, updates or supplements that Supplier provides at its discretion in order to improve or correct errors of the

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current version of the MyDINO Service. If MyDINO Service is upgraded, updated or supplemented any such upgrade, update or supplement will be governed by these Terms and applicable Additional Terms. Customer shall implement and use such upgrade, update, or supplement.

- 2.6 Customer is not entitled to reverse-engineer, disassemble or decompile MyDINO Service or in any other way attempt to investigate, tamper with and/or discover the source code and/or the structural framework and/or the principles on which the MyDINO Service is based except as otherwise explicitly permitted under mandatory applicable law.

3 License fees and termination of license

- 3.1 License fee for MyDINO Service is included in the price of the Product for thirty-six (36) months after the Activation Date (“Initial Term”). The license and use of MyDINO Service after the Initial Term requires paying a license fee at then current pricing in euros. Dinolift authorized distributors and direct customer may purchase license for MyDINO Service from Supplier’s online store at webshop.dinolift.com for available additional license periods. Indirect end-customers who purchased the Product from an authorized distributor may purchase the license from the authorized distributor. Value added tax will be added to the license fee in accordance with each time applicable legislation. Supplier reserves the right to make a yearly adjustment of the license fee by providing three (3) months’ prior written notice to the Customer.

4 Invoicing and payment

License fee is paid for the purchased license period in advance. Acceptable payment methods for the license fees are specified at the Supplier’s online store or determined by the Supplier’s authorized distributor.

5 Warranty for Hardware

- 5.1 Warranty for the hardware unit incorporated into Product enabling connection to the MyDINO Service (“Hardware”) is specified in Supplier’s standard warranty terms provided together with the Product. Supplier is permitted to make specification and quality changes of any kind to Hardware, firmware and software to further improve the MyDINO Service. For the avoidance of doubt Supplier may provide updates

to firmware or software as customary e.g., for error correction.

- 5.2 THE WARRANTY PROVIDED IS CUSTOMER’S SOLE AND EXCLUSIVE WARRANTY AND REMEDY REGARDING MYDINO SERVICE AND REPLACES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE

6 Maintenance of MyDINO Service

- 6.1 Supplier provides MyDINO Service substantially in accordance with its service description. The Supplier shall inform the Customer without delay of any matter that comes to the knowledge of the Supplier and that may prevent use of the MyDINO Service in conformity with the Agreement.
- 6.2 Any Customer specific development, service, training or support not covered by warranty, service description or Supplier’s contractual obligations will be offered by Supplier to Customer on a time and material basis, prices are negotiated and agreed in writing before commencing the work.

7 Confidentiality

- 7.1 Confidential Information. During the term of the Agreement, each party (the “Receiving party”) may be provided with, have access to, or otherwise learn confidential and/or proprietary information of the other party (the “Disclosing party”) (including certain information and materials concerning the Disclosing party’s business, plans, customers, technology, and products) that is of substantial value to the Disclosing party, which is identified as confidential at the time of disclosure or which should reasonably be considered, under the circumstances of its disclosure, to be confidential to the Disclosing party (“Confidential Information”).
- 7.2 Confidentiality Obligations. All Confidential Information remains the property of the Disclosing party. The Receiving party may disclose the Confidential Information of the Disclosing party only to its employees and contractors who need to know the Confidential Information for purposes of performing under the Agreement and who are bound by the Receiving party’s standard employee or contractor (as applicable) confidentiality agreements with not less

stringent confidentiality obligations than contained herein. The Receiving party will not use the Confidential Information without the Disclosing party’s prior written consent except in performance under the Agreement. The Receiving party will take measures to maintain the confidentiality of the Confidential Information equivalent to those measures the Receiving party uses to maintain the confidentiality of its own confidential information of like importance but in no event less than reasonable measures. The Receiving party will give immediate notice to the Disclosing party of any unauthorized use or disclosure of the Confidential Information that comes to the attention of the Receiving party and agrees to assist the Disclosing party in remedying such unauthorized use or disclosure.

7.3 **Exceptions.** The confidentiality obligations do not extend to Confidential Information which (i) becomes part of the public domain without the fault of the Receiving party; (ii) is rightfully obtained by the Receiving party from a third party with the right to transfer such information without obligation of confidentiality; (iii) is independently developed by the Receiving party without reference to or use of the Disclosing party’s Confidential Information, as evidenced by the Receiving party; or (iv) was lawfully in the possession of the Receiving party at the time of disclosure, without restriction on disclosure, as evidenced by the Receiving party. In addition, the Receiving party may disclose Confidential Information of the Disclosing party as may be required by law, a court order, or a governmental agency with jurisdiction, provided that before making such a disclosure the Receiving party first notifies the Disclosing party promptly and in writing and cooperates with the Disclosing party, at the Disclosing party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7.4 **Return of Confidential Information.** Upon termination or expiration of the Agreement, the Receiving party will return to the Disclosing party all tangible copies of Confidential Information of the Disclosing party in the Receiving party’s possession or control and will erase from its computer systems all electronic copies thereof except the automatic back-up copies done by the computer system for which the confidentiality obligation continues to apply.

7.5 **Confidentiality of the Agreement.** Neither party will disclose any terms of the Agreement to any third party without the prior written consent of the other party,

except (i) as required by law; (ii) to its attorneys, accountants, and other professional advisors under a duty of confidentiality; or (iii) to a third party under a duty of confidentiality in connection with any financing or a proposed merger or a proposed sale of all or part of such party’s business relating to the Agreement

8 Processing of personal data and utilization of Technical Data

8.1 parties understand that Data may include personal data as defined in EU General Data Protection Regulation (679/2016) (“GDPR”) and parties may process personal data for party’s own purposes or on behalf of the other party in provision of the MyDINO Services.

8.2 When the party processes the personal data for its own purpose, party is responsible to comply with GDPR as a data controller including but not limited to lawfulness of processing, informing of data subjects and applying appropriate technical and organizational measures for processing activities.

8.3 Personal data transfers under clause 8.2 may be subject to standard contractual clauses (Controller to Controller) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council with the following parts: Clause 13 The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated for Annex 1.C below, shall act as competent supervisory authority; the country in Clause 17 and Clause 18 shall be Finland; Annex 1: A. Data Exporter is Supplier; Data Importer is Customer; B. To provide the MyDINO Service as described in these Terms and Additional Terms. C. The Supervisory Authority is Office of the Data Protection Ombudsman in Finland (Tietosuojavaltuutetun toimisto); Annex II Technical and Organizational measures as specified in Additional Terms.

8.4 When party acts on behalf of the other party, the party shall be considered as a data processor. The Supplementary Data Processing Agreement shall be applied when Supplier processes personal data and the GDPR is applicable in accordance with Article 2 (Material Scope) and/or Article 3 (Territorial Scope) of GDPR.

8.5 When personal data processing is not subject to GDPR and customer is located outside EU/EEA, transfer (export) of personal data outside EU/ETA from

EU7ETA may however be subject to standard contractual clauses (Processor to Controller) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council with the following specifications: the country in Clause 17 and Clause 18 shall be Finland. Annex 1: A. Data Exporter is Supplier; Data Importer is Customer; B. Annex II Technical and Organizational measures as specified in Additional Terms

8.6 “Technical Data” means all Data other than personal data related to the functionality and use of the Product. Supplier may access and use without restrictions the Technical Data in all its current and future business, subject to confidentiality obligation for Customer’s Confidential Information. Customer may during the term of the license copy Customer’s data included in the My DINO Service into its own IT systems. Supplier is not responsible during or after the license term to provide separately such data to the Customer.

9 Compliance with Laws

9.1 Each party will comply with all applicable laws and regulations with regard to their performance under the Agreement, and obtain all necessary permits, licenses, and approvals needed in connection with such activities. Neither party will engage in any illegal or unethical practices in connection with its operations and MyDINO Service. Each party shall cooperate fully in the other party’s efforts to enforce the terms of this provision, including but not limited to providing, upon request (i) certification of compliance with this provision as signed by an authorized representative and (ii) reasonable cooperation at the inquiring party's expense with respect to any investigation relating to this provision.

9.2 The Customer represents and warrants that the Customer is not located in a country that is subject to a EU, UK, UN or U.S. Government Embargo or that has been designated as a "terrorist supporting" and that the Customer is not listed as a prohibited or restricted party by the same.

10 Intellectual Property Rights and Feedback

10.1 All trademarks, product names and any copyrights and similar rights regarding the appearance, names and designations of the Products and MyDINO Service covered by the Agreement – both existing and future rights and rights obtained at any market – shall belong

to Supplier or its Vendor. The Customer is not entitled to change or remove any marks and notices concerning copyright, patents, trademarks or other rights placed on, applied to or otherwise implemented in the MyDINO Service.

10.2 All intellectual property rights of either party shall remain the exclusive property of such party. For the avoidance of doubt Supplier or its Vendor retain all rights and title to the MyDINO Service and the underlying software as well as Technical Data residing and processed at MyDINO Service.

10.3 Customer may provide Supplier or its Vendor with feedback based on Customer's experiences obtained using the MyDINO Service which feedback may inter alia include information concerning usability, bug reports, test results, errors, user applicability, user friendliness etc. ("Feedback").

10.4 Customer agrees that the Supplier and its Vendor may free of charge and without any restrictions, obligations or conditions use improve, develop, modify, alter, disclose, reproduce, make available, license, sublicense, transfer, distribute, market, sell and in any other manner exploit the Feedback for whatever purpose deemed appropriate by Supplier or its Vendor whether in connection with a subsequent commercial release of the MyDINO Service or in connection with any other software, product, technology or other service made available now or in the future in connection with Supplier’s or its Vendor's business operations.

10.5 If Customer's Feedback includes material subject to intellectual property right protection, Customer hereby transfers free of charge, irrevocably, perpetually and globally any and all intellectual property rights and proprietary rights vested in such Feedback to Supplier. Supplier and its Vendor are entitled without limitation or any obligation to pay any royalties to Customer or any third party to improve, develop, modify, alter, disclose, reproduce, make available, license, sublicense, transfer, distribute, market, sell and in any other manner exploit such intellectual property rights vested in the Feedback for whatever purpose deemed appropriate by Supplier or its Vendor whether in connection with a subsequent commercial release of the MyDINO Service or in connection with any other software, product, technology or other service made available now or in the future in connection with Supplier’s or its Vendor's business operations.

11 Indemnity for infringement of third-party intellectual property rights

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11.1 Supplier (or its Vendor) shall defend or settle any claims, suits, actions, demands or proceedings related to and/ or arising from infringement or alleged infringement of third-party intellectual property rights attributable to the MyDINO Service or proper use thereof (“Claim”). Supplier shall indemnify the Customer against damages and legal fees finally awarded to the third party by court decision or Supplier or Vendor approved settlement in such a Claim.

11.2 Supplier’s indemnity obligation shall not apply to the extent a Claim is based on or arising out of:

- a) the use of MyDINO Service in combination with any product, device or software that has not been supplied, licensed, specified or approved by Supplier, except if MyDINO Service constitutes a material part of the invention or MyDINO Service as such is otherwise infringing;
- b) modification of the MyDINO Service not carried out by Supplier or Supplier authorized party or permitted by Supplier;
- c) compliance with express, mandatory and detailed design or other requirements given by Customer in writing where the Claim could reasonably not have been avoided by any alternative and provided further that the Supplier has notified Customer of such risk in writing;
- d) Customer’s failure to use modified MyDINO Service supplied by Supplier free of charge within a reasonable time period in order to avoid a Claim and provided that such modified MyDINO Service substantially meet the service description; or
- e) use of the MyDINO Service in violation of the Service description or these Terms.

11.3 In relation to any Claim, Customer shall as soon as reasonably practicable; (i) notify Supplier of the Claim (ii) give primary control of any defense or settlement of the Claim to Supplier or Supplier’s Vendor; (iii) at the expense of Supplier, co-operate and assist to a reasonable extent with defense or settlement of the Claim; (iv) make no settlement or admission in relation to the Claim without the prior written consent of Supplier or its Vendor.

11.4 In addition to Supplier’s indemnity obligation above, Supplier shall at its option and at no expense to Customer: (i) use its reasonable endeavors to obtain for Customer the right to resell (if the Customer is Supplier’s distributor) or use MyDINO Service; (ii) modify the MyDINO Service so that it becomes non-

infringing, provided that as modified the MyDINO Service substantially meets the service description; or (iii) substitute an equivalent product or service reasonably acceptable to Customer and extend this indemnity to that equivalent product or service.

11.5 Where Customer has (i) requested Supplier to incorporate Customer specific customization or modification into the MyDINO Service (ii) breached these Terms, (ii) infringed any third party’s intellectual property rights and/or not complied with applicable legislation, Customer shall indemnify Supplier on same terms as specified afore if the Claim is attributable to any of the foregoing.

11.6 The foregoing constitutes Supplier’s sole and exclusive liability and Customer’s sole and exclusive remedy for any Claim.

12 Limitations of Liability

12.1 Customer shall have no right to full or partial refunding of the license fee of MyDINO Service if the same cannot be used because of reasons beyond Supplier’s control, including but not limited to, breakdown with network operators, etc.

12.2 Except as set out below in 12.4, the Supplier is not liable under or in relation to the Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, or for any other reason) for any: (i) loss of profits or revenue; ii) loss of data or the restoration thereof (iii) loss of or damage to reputation; (iv) any indirect or consequential loss or damage.

12.3 Supplier’s liability attributable to MyDINO Service shall not, including possible liquidated damages payable due to delay, service credits or other similar contractual penalties or credits, exceed in aggregate the calculatory monthly price for the MyDINO Service at the point of breach of contract, excluding value added tax, multiplied by 6. If the Supplier has an obligation to pay liquidated damages payable due to delay, service credits or other similar contractual penalties or credits, the Supplier is also liable to pay damages only for the part of the loss exceeding the liquidated damages payable due to delay, service credits or other similar contractual penalties or credits.

12.4 The limitations of liability shall not apply to:

- a) damages caused by willful misconduct or gross negligence; or
- b) breach of confidentiality obligation; or
- c) indemnity obligation in accordance with clause 11.

for the benefit of creditors, shall become insolvent, or shall be unable to pay its debts when due in the ordinary course of business.

13 Force Majeure

- 13.1 Force Majeure: means fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, terrorism, war, labor actions, epidemics, orders of government or other competent authority or any other cause beyond the reasonable control of the respective party, and provided the respective party is without fault in causing such event, could not have prevented it by reasonable precautions and could not have reasonably circumvented it through the use of alternate sources, workaround, plans, or other means (including disaster recovery or business continuity measures).
- 13.2 Neither party shall be liable for non-performance and damages caused by a Force Majeure.
- 13.3 A party wanting to claim exemption from liability based on Force Majeure shall without undue delay inform the other party in writing about the circumstances amounting to Force Majeure and about the termination of such circumstances.

14 Term and termination of MyDINO Service

- 14.1 The Initial Term of MyDINO Service is thirty-six (36) months from the Activation Date. If the Customer has purchased a license the license will continue for the purchased license period unless terminated prematurely in accordance with sections 14.2 or 14.3.
- 14.2 After the Initial Term either party may terminate the license to MyDINO Service with prior written notice of three (3) months from the end of the month the notice is given.
- 14.3 The license to MyDINO Service may be terminated, prior to the expiration of any term, including the renewal term, by either party effective immediately upon written notice if:
- the other party materially breaches its contractual obligation which remains uncured within thirty (30) days after written notice of such breach is given by the aggrieved party to the breaching party; or
 - if (i) a voluntary petition in bankruptcy shall be filed by the other party, or (ii) an involuntary petition in bankruptcy or petition alleging insolvency or inability to pay debts when due in the ordinary course of business shall be filed against the other party and is not be dismissed within thirty (30) days, or (iii) a receiver shall be appointed for the assets of the other party and not be dismissed within thirty (30) days, or (iv) the party shall make an assignment

- 14.4 If Supplier terminates license in accordance with 14.2 or Customer terminates the license in accordance with 14.3 mid the paid license period Supplier will refund the paid license fee pro rata for the remaining license period for which the Customer is not able to use the MyDINO Service. If the Customer terminates the license in accordance with 14.2 mid the paid license period Supplier will not refund the paid license fee. If MyDINO Service is terminated for any reason, the licenses granted to Customer shall immediately cease. Neither party shall be liable for damages of any kind because of properly exercising its respective right to terminate MyDINO Service according to the terms and conditions of the Agreement, and termination will not affect any other right or remedy of either party. No compensation of any kind (including without limitation any claim for loss of profits, loss of prospective profits, damages, or indemnity) shall be due from the terminating party to the other solely because of rightful termination of the MyDINO Service according to its terms and conditions.

15 Applicable law and arbitration

- 15.1 Unless otherwise agreed in the Agreement these Terms shall be governed by substantive laws of Finland excluding its choice of law provisions and U.N Convention on Contracts for the International Sale of Goods.
- 15.2 Unless otherwise agreed in the Agreement Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof and MyDINO Service, shall be finally settled by arbitration in accordance with rules of the Finland Chamber of Commerce The arbitration shall be held in Helsinki, Finland. The language used in arbitration, including the language of the proceedings, the language of the decision, and the reasons supporting it, shall be English. All awards shall be final and binding on the parties and enforceable in any court of competent jurisdiction. The parties shall treat the award as Confidential Information. Notwithstanding the foregoing Supplier has the right to collect its due and undisputed receivables at the court having jurisdiction over the matter.

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16 Miscellaneous

- 16.1 Except as specified in these Terms Customer may not assign or transfer the license to use MyDINO Service, any part of its rights and obligations hereunder to any person, company or corporation without the prior written consent of the Supplier. Supplier may assign the Agreement without the consent of the Customer to (i) a company affiliated with Supplier or (ii) an unaffiliated third party to the extent that such assignment takes place in connection with a transaction, restructuring, divestiture, merger, acquisition or the like.
- 16.2 If any provision of the Agreement is found or becomes invalid, unlawful, or unenforceable to any extent, the provision in question will be severed from the remaining provisions of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. The parties undertake to amicably negotiate a replacement for such provision with a valid and enforceable provision.
- 16.3 The failure of a party to insist upon the performance of any term or condition of the Agreement will not be deemed a waiver unless given explicitly in writing. Waiver of any term or condition will not be deemed to be a waiver of any rights or remedies the party may have in subsequent similar situations.

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SUPPLEMENTARY Data Processing Agreement

Following data processing agreement shall be applied between end customer and/or user of the Product and Dinolift Oy (“Dinolift”) (Raikkolantie 145, FI-32210 Loimaa Finland) relating to processing of personal data by Dinolift as part of the MyDINO Service.

Dinolift may time to time update this Data Processing Agreement and/or list of sub-processors. Therefore the end customer is responsible to review them on regular basis.

1. Defined terms

In these Data Processing Agreement following terms have the meaning set out below.

Data Controller	the end-customer
Data Processor	Dinolift
Data Subject	the operator/user of the Product in which tracking devices have been installed.
Personal Data	in accordance with EU General Data Protection Regulation (679/2016)
Process/Processing	in accordance with EU General Data Protection Regulation (679/2016)
Purpose	the purpose of the Processing of Personal Data as set out in clause 4 below.
The MyDINO Service Terms	this Data Processing Agreement have been entered into in connection with the Data Controller’s and Data Processor’s execution of the My Dino Service Terms for providing services which are all defined in such Terms.
The Data Processing Agreement	this Data Processing Agreement and all relevant addendums or otherwise separately agreed changes throughout the period of which this Agreement is valid.

1.1 Expressions such as "including" or any similar expressions shall mean "including, but not limited to".

2. Background and scope

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2.1 This Data Processing Agreement has been entered into in connection with the parties' execution of the MyDino Service Terms.

2.2 The end-customers of the Products in which tracking devices have been installed are the Data Controllers for Personal Data which Data Processor(s) processes pursuant to the MyDino Service Terms and this Data Processing Agreement.

2.3 For avoidance of doubt, it's to be understood, that Dinolift collects and processes end customer data (which may be personal data or technical data of the Products) based on parties contractual relationship and due to registration to MyDINO Service. This Data Processing Agreement shall not be applied to such collecting and processing of personal data and Dinolift may use such data to its own purposes such as statistical purposes, innovated development and benchmarks, customer care and marketing. Dinolift's Privacy Policy can be found in www.dinolift.com.

3. The processed Personal Data, Purpose and instructions

3.1 Data Processor Processes the following types of Personal Data on behalf of the Data Controller and as instructed by the Data Controller in relation to the relevant Data Subjects:

- 3.1.1 GPS locations of the Product with or without direct connectivity to the Data Subject;
- 3.1.2 possibly information regarding the operator of the Product or,
- 3.1.3 cookies and other similar technology when using the MyDINO Service via mobile app or web browser.

3.2 Data Processor shall Process Personal Data for Purposes that are necessary for Data Processor to provide services and solutions to the Data Controller as described in the MyDINO Service Terms.

3.3 Data Processor shall immediately inform the Data Controller if, in Data Processor's opinion, the instructions specified in clauses 3.1 infringes the data protection legislation in force from time to time.

4. Obligations of the Data Controller

4.1 The Data Controller warrants that the Personal Data is Processed for legitimate and objective Purposes.

4.2 The Data Controller is responsible for ensuring that a valid legal basis for Processing exists at the time of making the Personal Data available to Data Processor, including that any consents of the Data Subjects are given explicitly, voluntarily, unambiguously and on an informed basis. Upon Data Processor's request, the Data Controller undertakes, in writing, to account for and/or provide documentation of the basis for Processing.

4.3 In addition, the Data Controller is responsible for ensuring that the Data Subjects, who the Personal Data concern, have been provided with sufficient information on the Processing of their Personal Data.

4.4 Any instructions regarding the Processing of Personal Data carried out under this Data Processing Agreement shall be submitted to Data Processor(s). In case the Data Controller instructs another data processor appointed in accordance with clause 6.1 directly, the Data Controller shall immediately inform Data Processor(s) hereof. Data Processor shall not in any way be liable for any Processing carried out by such other data processor in accordance with such instructions. For the avoidance of doubt, it's also understood, that neither Processor shall be responsible for the other Processor's Processing of Personal Data and both Processors act independently.

5. Obligations of Data Processor

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- 5.1 Data Processor must comply with data protection legislation in force from time to time.
- 5.2 Data Processor shall take all necessary technical and organizational security measures, including any additional measures, required to ensure that the Personal Data specified in clause 3.1 is not accidentally or unlawfully destroyed, lost or impaired or brought to the knowledge of unauthorized third parties, abused or otherwise Processed in a manner which is contrary to the data protection legislation in force from time to time.
- 5.3 Data Processor shall ensure that employees authorized to Process the Personal Data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.
- 5.4 Upon the request of the Data Controller, Data Processor shall state and/or document that it complies with the requirements of the applicable data protection legislation. Further, if so requested by the Data Controller, Data Processor shall provide the Data Controller respectively with sufficient information for the latter to be able to ensure that Data Processor has taken the necessary technical and organizational security measures. If the Data Controller requests anything that is beyond what is required by the applicable data protection legislation, the Data Controller must compensate Data Processor for time spent by it and its employees complying with the above request.
- 5.5 Data Processor must notify the Data Controller without undue delay after becoming aware of a Personal Data breach as defined in the applicable data protection legislation. If requested by the Data Controller, Data Processor shall assist the Data Controller in relation to clarifying the scope of the Personal Data breach, including preparation of any notification to the competent data protection authority and/or Data Subjects.
- 5.6 If requested by the Data Controller, Data Processor shall use reasonable measures to assist the Data Controller in ensuring compliance with the obligations regarding the security of personal data pursuant to the applicable data protection legislation, such as the provision of the information, which is relevant to prepare a data protection impact assessment and/or the consultation with the supervisory authority. If the Data Controller requests anything that is beyond what is required by the applicable data protection legislation, the Data Controller must compensate Data Processor for time spent by it and its employees complying with the above request.
- 5.7 The Data Controller is entitled, at its own expense, to have Data Processor's Processing of Personal Data reviewed annually by an independent third party. If the Data Controller requests anything that is beyond what is required by the applicable data protection legislation, the Data Controller must, in addition hereto, compensate Data Processor for time spent by it and its employees complying with the above request.
- 5.8 If Data Processor, or another data processor which has received Personal Data, receives a request for access to the registered Personal Data from a Data Subject or his agent, or a Data Subject objects to the Processing of his/her Personal Data, Data Processor must send such request and/or objection to the Data Controller, for the Data Controller's further processing thereof, unless Data Processor is entitled to handle such request itself. If requested by the Data Controller, Data Processor shall assist the Data Controller in answering any such requests and/or objections.
- 5.9 If the Data Controller receives a legal request and/or objection as described in Section 5.8, the Data Controller is entitled to request assistance from Data Processor by appropriate technical and organizational measures to respond to such a legal request and/or objection, insofar as Data Processor's assistance is possible and relevant. If the Data Controller requests anything that is beyond what is required by the applicable data protection legislation, the Data Controller must compensate Data Processor for time spent by it and its employees complying with the above request.

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6. Transfer of data to other data processors or third parties

- 6.1 By accepting this Data Processing Agreement, the Data Controller approves that Data Processor can make use of other data processors (subprocessors) in relation to fulfillment of its obligations. At the time of entering this Data Processing Agreement, Data Processor uses the data processors as listed in Schedule 1. The Schedule may be updated time to time. Therefore Data Controller is required to check the list of subcontractors time to time.
- 6.2 Before transferring Personal Data to another data processor, Data Processor shall ensure that such other data processor warrants similar obligations as described in this Data Processing Agreement.
- 6.3 As for other data processors outside the EU/EEA, Data Processor shall enter into standard contractual clauses in accordance with Commission Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data between controller to processor to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council or later versions of the Commission Decision 2010/87/EU or unless the data processor is certified under an adequacy decision as described in Regulation 2016/679 of 27 April 2016 in Art. 45, or to use other appropriate safety measure as they are described in Regulation 2016/679 of 27 April 2016 in Art. 46.

7. Liability

- 7.1 The parties are liable for compensation in accordance with the applicable data protection legislation and the general rules of liability in damages. However, none of the parties are entitled to compensation for any indirect or consequential losses, regardless if it is the Data Controller, Data Processor, or a third party, who suffers indirect or consequential losses.
- 7.2 Loss of business opportunities, loss of profit, operating loss, loss of sales, loss of goodwill, loss of data, including loss in connection to recreation of data, will always be considered as indirect/consequential losses.
- 7.3 Data Processor’s total liability in damages under this Data Processing Agreement, altogether, limited to the value of the MyDino Service Terms multiplied by two.

8. Effective date and termination

- 8.1 This Data Processing Agreement becomes effective on the acceptance date of the Terms by Data Controller in the MyDINO Service. The tracking device or MyDINO Service cannot be used unless this Data Processing Agreement is accepted.
- 8.2 parties will remain bound by this Data Processing Agreement, as long as Data Processor Processes Personal Data on behalf of the Data Controller. This Data Processing Agreement will terminate automatically and without notice when Data Processor ceases to Process Personal Data.
- 8.3 In the event of the termination of this Data Processing Agreement, the Data Controller is entitled to determine the media format to be used by Data Processor when returning the Personal Data and to determine if Personal Data should instead be deleted.

9. Governing law and jurisdiction

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- 9.1 This Data Processing Agreement are governed by and will be interpreted in accordance with laws of Finland. However, the conflict of laws rules must be disregarded to the extent that such rules are non-mandatory.
- 9.2 Any dispute, controversy or claim arising out of or relating to this Data Processing Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with rules of the Finland Chambers of Commerce The arbitration shall be held in Helsinki, Finland. The language used in arbitration, including the language of the proceedings, the language of the decision, and the reasons supporting it, shall be English. All awards shall be final and binding on the parties and enforceable in any court of competent jurisdiction. The parties shall treat the award as Confidential Information.

Schedule 1 Other data processors

1. Trackunit ApS

The contracted Trackunit entity for enriching the data collected from the installed tracking devices and the provision of fleet management and telematics. Trackunit’s sub-processors are at all times available at <https://www.trackunit.com/media/1841/list-of-data-subprocessors.pdf>.
Contact information: <https://www.trackunit.com/company/>.

Data protection requests: dpo@trackunit.com.

SUPPLEMENTARY TERMS FOR iOS

1. Supplementary terms for iOS to the Terms

1.1 The following terms are supplementary to the Terms and specific for iOS licensing of the MyDINO Service to the Customer. Thus, the above Terms also apply for iOS licensing of the MyDINO Service but is supplemented by these supplementary terms ("Supplementary Terms") for the iOS version of the MyDINO Service. In the case of any conflict between these Supplementary Terms and the Terms these Supplementary Terms shall prevail for iOS licensing only.

2. Contractual relationship

2.1 The parties acknowledge that the Agreement is concluded between Supplier and Customer only, and that Supplier - subject to limitations of liability and warranties in the Terms to the maximum extent permitted by applicable law - is solely responsible for the MyDINO Service and the content hereof towards the Customer.

3. Grant of license

3.1 The Customer's non-transferable license granted by the Supplier. Clause 2.5 is limited to use of the MyDINO Services on any Apple branded product that the Customer owns or controls and subject to the terms set forth in Apple's App Store Terms of Service.

4. Maintenance

4.1 Supplier and Customer acknowledge that Supplier, and not Apple is solely responsible for any maintenance and support of the MyDINO Services which may be carried out (if any).

5. Warranties

5.1 Supplier is solely responsible for any warranty which may be implied by law (if any) and to the extent not disclaimed in Clause 5.

5.2 In the event of failure of the MyDINO Service to conform to any applicable warranty implied by law, Customer may notify Apple. Apple will then refund the purchase price (if any) for the MyDINO Service to Licensee, and Apple will have no other warranty obligation to the maximum extent permitted by applicable law with respect to the MyDINO Service. Supplier is solely responsible for failure to conform to any warranty implied by law and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to the extent not disclaimed or limited in the Terms as permitted by applicable law.

6. Product claims

6.1 Customer acknowledges that Supplier and not Apple is responsible for addressing claims by Customer or third parties in relation to the MyDINO Service or the Customer's possession and/or use of the MyDINO Service, including, but not limited to product liability claims, claims that the MyDINO Service fails to conform to regulatory requirements and claims under consumer protection legislation.

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7. Intellectual property

7.1 Customer acknowledges that Supplier and not Apple is responsible for any investigation, defense, settlement and discharge of any intellectual property infringement claims by third parties regarding the MyDINO Service or the Customer's possession and use hereof.

8. Embargo & legal compliance

8.1 The Customer represents and warrants that the Customer is not located in a country that is subject to a U.S. Government Embargo or that has been designated as a "terrorist supporting" country by the U.S. Government and that Licensee is not listed as a prohibited or restricted party by the U.S. Government.

9. Contact information

9.1 Customer questions, complaints or claims relating to the MyDINO Service can be directed to

Dinolift Oy
After Sales Services
Raikkolantie 145
FI-32210 Loimaa
Finland
warranty@dinolift.com

10. Third-party terms

10.1 Customer must comply with any applicable third-party of agreement relating to the use of the My DINO Service, e.g. third parties' data service agreements necessary for the MyDINO Service to function.

11. Apple as third-party beneficiary

11.1 Customer acknowledges and agrees that Apple, including its subsidiaries, are third-party beneficiaries of the Terms and that the Customer by acceptance of the Terms results in a right for Apple to enforce the Terms against the Customer as a third party beneficiary.