IT2022 ETP – SPECIAL TERMS AND CONDITIONS FOR SERVICES DELIVERED OVER DATA NETWORK (CLOUD SERVICE)

1 SCOPE OF APPLICATION

1.1   These special terms and conditions shall apply to software services delivered via data network.

1.2   In addition to these special terms and conditions, the IT2022 YSE general terms and conditions shall apply. In case of discrepancy between these special terms and conditions and the IT2022 YSE general terms and conditions, these special terms and conditions shall take precedence.

2 DEFINITIONS

2.1   **Customer's material** means information or material transferred by the customer to the software service or otherwise provided or made available to the supplier on behalf of the customer for purposes of the software service as well as any other information or material specified as customer's material by the parties.

2.2   **Software service** means a service specified in the agreement, which is delivered to the customer over data network to an access point.

2.3   **Supplier's material** means material provided or made available by the supplier to the customer for purposes of the use of the software service, as well as other information or material specified as supplier's material by the parties.

2.4   **Identifier** means user identifier such as password or other method for identifying the user of the software service in a reliable manner.

2.5   **Access point** means a point or points used by the supplier to connect the software service to general communications network or other connection point specified in the agreement.

3 GENERAL RESPONSIBILITIES OF THE SUPPLIER

3.1   The supplier undertakes to ensure that the software service is consistent with the agreement.

3.2   The supplier undertakes to perform the tasks for which it is responsible in conformity with the agreement, with due care and with the professional skills required for the tasks.

3.3   The supplier undertakes to ensure that the instructions for the software service and requirements for operating environment are available to the customer. The supplier shall provide the customer with other support related to the deployment of the software service only if separately agreed upon.

3.4   The supplier shall inform the customer in writing of the supplier's contact person and other necessary contact details, as well as any changes thereto, for the purpose of the customer's contact requests relating to the software service.

4 GENERAL RESPONSIBILITIES OF THE CUSTOMER

4.1   The customer undertakes to perform the tasks for which it is responsible in conformity with the agreement and with due care.

4.2   The customer shall be responsible for acquiring and maintaining the functional status of the hardware, connections, and software that the customer needs to use the software service. The customer shall be responsible for the telecommunications costs and other similar costs related to use of the software service. The customer shall be responsible for preparing the hardware, connections, software, and data systems to meet the operating environment requirements delivered by the supplier.

4.3   The customer shall provide the supplier with sufficient and correct information for the delivery and otherwise reasonably contribute to the delivery of the software service. The customer shall be responsible for the information and instructions provided to the supplier and for keeping them up to date.

4.4   The customer shall inform the supplier in writing of the customer's contact person and other necessary contact details, as well as any changes thereto, for the purpose of the supplier's contact requests relating to the software service.

5 CONTENTS OF SOFTWARE SERVICE AND SERVICE LEVELS

5.1   The customer undertakes to ensure that the software service set out in the agreement is suitable for the customer's purpose of use and that it meets the customer's requirements for the service. If the content and service level of the software service have not been specified in the agreement, the terms and conditions of the supplier that are in force at given time shall apply.

5.2   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 software service in conformity with the agreement.

5.3   The software service shall include tasks related to the training of the customer's personnel only to the extent agreed in writing.

6 CHANGES TO SOFTWARE SERVICE

6.1   The supplier shall be entitled to make such change to the software service that (a) relates to theproduction environment of software service and does not affect the contents of the software service or service level; (b) is necessary to prevent severe a data security risk related to the software service; or (c) results from law or regulation by authorities. If the supplier makes a change to the software service as specified in this section 6.1 that affects the software service delivered to the customer, the supplier shall inform the customer of the change in good time in advance or, if this is not reasonably possible, without delay after the supplier has become aware of such matter.

6.2   The supplier shall be entitled to make a change to the software service other than specified in section 6.1 after informing the customer in good time in advance. If the change has a material effect on the contents of the software service or the service level, the supplier must inform the customer about the change in writing at least 90 days before the effective date of the change and the customer shall have the right to terminate the agreement by giving 30 days prior notice. In such case the termination notice shall be given in writing no later than 14 days following the effective date of the change.

7 DELIVERY AND DEPLOYMENT OF THE SOFTWARE SERVICE

7.1   The supplier shall start delivery of the software service to the access point on the agreed date ofdeployment or within the agreed time. If the period or date of deployment of the software service has not been agreed upon in writing, the supplier shall start delivery of the software service to the access point within a reasonable time from the signing of the agreement or from order confirmation.

7.2   The delivery of the software service shall be deemed to have commenced when the supplier notifies that the software service is available through the access point. Unless otherwise agreed in writing, the supplier's right to invoice for the software service shall begin at the moment when the software service is available to the customer in the access point.

7.3   If the deployment of the software service is delayed due to a reason attributable to the customer, the delivery time will be extended until the issue preventing the delivery has been repaired or removed.

8 USE OF SOFTWARE SERVICE

8.1   The customer shall use the software service in accordance with the agreement. Unless otherwise agreed in writing, the customer and third parties acting on behalf of the customer are entitled to use the software

service and supplier's material in the customer's business during the term of this agreement. However, the customer and third parties acting on behalf of the customer are entitled to use material derived from the software service that contains customer's material and material created for the customer in the customer's business also after the expiry of the agreement.

8.2   The customer is not entitled to resell or in any other way distribute the software service to third parties without the written consent of the supplier.

9 IDENTIFIERS AND THEIR USE

9.1   Unless otherwise agreed in writing, the supplier shall deliver to the customer identifiers necessary for the use of the software service in accordance with the agreement.

9.2   The customer shall be responsible for ensuring that its users maintain identifiers diligently and do not disclose them to third parties. The customer shall be responsible for the use of the software service using the customer's identifiers.

9.3   The customer undertakes to notify the supplier without delay if an identifier has been disclosed to a third party or if the customer suspects that an identifier is being misused. The customer's responsibility for the use of the software service with its identifiers expires at the moment the supplier receives the customer's notification or when the supplier otherwise becomes aware of the misuse.

9.4   Upon written request by the supplier, the customer is obliged to change the identifier required for using the software service if this is necessary, for example, due to severe data security risk related to the software service.

10 RIGHTS AND CUSTOMER'S MATERIAL

10.1   With this agreement, no existing intellectual property rights will be assigned between the parties.

10.2   All intellectual property rights to the software service and supplier's material and amendments thereto shall belong to the supplier or a third party.

10.3   All intellectual property rights and title to the customer's material shall belong to the customer or a third party.

10.4   The supplier has the right to use customer's material only for the purposes of the agreement.

10.5   The customer shall be responsible for customer's material and for ensuring that the customer's material does not infringe any third party rights or violate any legislation in force from time to time.

10.6   Unless otherwise agreed in writing, the supplier shall provide the customer with the customer's material within 30 days of the customer's written request. The customer's material shall be delivered in an electronic form commonly in use or in another form as agreed by the parties. The supplier shall have the right to charge for collecting, processing, and handling over the customer's material in accordance with agreed pricing principles. The supplier's responsibility to store the customer's material terminates 60 days from termination or expiration of the agreement, after which the supplier shall at its own expense destroy the customer's material unless the customer has requested return of the customer's material. However, the supplier shall be entitled to destroy or retain the customer's material to the extent required by law or regulation by authority.

11 SUSPENSION OF SOFTWARE SERVICE

11.1   Unless otherwise agreed in writing on installation, change or maintenance work of the software service, the terms and conditions of this section 11.1 shall apply. The supplier shall have the right to suspend delivery of the software service for a reasonable duration on working days (Monday to Friday) from

6 pm to 8 am, on Saturdays, Sundays, and official holidays if this is necessary in order to perform installation, change or maintenance work in respect of the software service and such installation, change or maintenance work cannot be performed at a reasonable cost without suspension of the software service. If the supplier suspends delivery of the software service for a reason specified in this section 11.1, the supplier shall (a) inform the customer of the suspension of the software service and the duration of the suspension in good time in advance; (b) strive to minimise any inconvenience resulting from the suspension; and (c) on the customer's written demand compensate the customer any possible failure to meet the agreed service level in accordance with the agreement.

11.2 The supplier shall have the right to suspend delivery of the software service due to installation, change or maintenance work of general communications network or due to a severe data security risk related to the software service or if required by law or regulation by authorities or due to a force majeure event. If the supplier suspends delivery of the software service for a reason specified in this section 11.2, the supplier shall inform the customer of the suspension and the duration of the suspension in good time in advance or, if this is not reasonably possible, without delay after the supplier has become aware of such matter.

11.3 The supplier shall have the right to prevent the customer's access to the software service without first consulting the customer, if the supplier justifiably suspects that the customer burdens or uses the software service in a manner that compromises the delivery of the software service to other users. The supplier shall without undue delay inform the customer of the reasons for such prevention. If the customer demonstrates that it has used the software service in conformity with the agreement, the supplier shall be responsible for compensating the customer any possible failure to meet the agreed service level in accordance with the agreement.

12 BACKUPS

12.1 Unless otherwise agreed in writing, the supplier is responsible for taking backups of the customer's material stored in the software service, for checking the functionality of the backups and for ensuring that customer's material can be recovered from the backups. The supplier is responsible for taking backups of the customer's material stored in the software service from the date of deployment of the software service by the customer.

12.2 If the supplier is responsible for taking back-ups and, unless otherwise agreed, the supplier shall be responsible for taking back-ups at least once during supplier's normal working day or at times notified by the supplier to the customer in advance, and for maintaining the backups in suitable manner in conformity with the practice notified by the supplier to the customer in advance. In all other respects the customer shall be responsible for taking backups regarding the customer's material. The obligations specified in this section 12.2 may also be fulfilled by technical means other than taking backups if this results in the same outcome.

12.3 If the customer's material stored in the software service is destroyed, lost, altered, or damaged while the customer has used the customer's identifier or if the customer has otherwise by its own action caused the destruction, loss, or alteration of, or damage to, the customer's material stored in the software service, the supplier shall have the right to charge for the recovery of such material on the agreed pricing principles.

13 VALIDITY AND TERMINATION

13.1 The agreement on software service contracted for a fixed period shall expire without separate notice upon expiration of the fixed period.

13.2 Unless otherwise agreed in writing, the agreement on software service contracted until further notice may be terminated by the customer by giving 3 months' written notice, and by the supplier by giving 6 months' written notice. The period of notice shall be calculated from the last day of the month during which the notice of termination was given.

13.3   If the customer has paid a service fee for a certain period in advance and the agreement terminates prematurely for a reason not attributable to the customer, the customer shall be entitled to receive by way of refund the portion of the advance payment which corresponds to the period for which service was not provided.

14 TERMINATION ASSISTANCE UPON TERMINATION OF THE AGREEMENT

14.1   On expiration or termination of the agreement, the supplier shall reasonably contribute to the transition of the customer's material in the possession of the supplier to a party designated by the customer. Unless otherwise agreed in writing, the obligation to contribute ends after 3 months from the expiration or termination of the agreement. The agreed pricing principles shall apply to services relating to the supplier's obligation to contribute to the transfer.

14.2   The obligation to contribute to the transfer mentioned in section 14.1 shall not apply if the agreement is terminated due to a material breach by the customer. The supplier shall, however, also have the obligation to contribute to the transfer mentioned in section 14.1 in a situation referred above in this section 14.2 if the customer settles all amounts due to the supplier and provides an acceptable guarantee for further payments under the agreement.