

# PATRIA GENERAL TERMS OF ICT SERVICES SUPPLY

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## 1 APPLICATION OF GENERAL TERMS OF SUPPLY

These General Terms of ICT Services Supply ("**General Terms**") shall apply to all purchase agreements or orders by Patria Oyj or other companies belonging to the same group of companies with Patria Oyj (each a "**Customer**") concerning ICT - related services and deliverables (each an "**Agreement**").

No other standard contract terms and conditions apply, even if referred to, unless expressly agreed in the Agreement as applicable.

## 2 DEFINITIONS

The following defined terms shall apply in these General Terms and in the Agreement:

<b>"Acceptance"</b>	The process of evaluating and testing the Deliverables to ensure that they meet the Requirements.
<b>"Background Material"</b>	Pre-existing information and materials that the Parties have made available to each other during the production, delivery or use of the Deliverables. Background Material may include Standard Products.
<b>"Customer Data"</b>	Data and information of Customer or its partners or end-customers processed, stored or otherwise accessed by Supplier as a part of the Services or in connection with the performance thereof, which may also include data and information subject to Regulations or special security requirements by relevant national or other authorities.
<b>"Customer Material"</b>	Material and information provided by Customer to Supplier in connection with the Agreement or Services, whether in support for the performance of Services or otherwise
<b>"Customer-specific Deliverables"</b>	Deliverables that have been specifically created for Customer, including any updates, revisions and modifications thereto.
<b>"Deliverables"</b>	Identifiable items delivered or resulting from the performance of the Services such as applications, application components or other software, information, databases, documents, images, sounds, video, methods, instructions or devices as may be further specified in each Agreement. The Implementation of a continuing Service to the use of Customer may constitute a Deliverable for the purpose of an Agreement The Deliverables shall include the respective Documentation.
<b>"Documentation"</b>	Service specifications, ticketing system data, manuals and user guides and other relevant material related to the Services or Deliverables.
<b>"Error"</b>	Error, defect, incident or deficiency where the Service or Deliverable does not meet the Requirements.
<b>"Intellectual Property" or "IP"</b>	Patents (including utility models), design patents, and designs (whether or not capable of registration), inventions, know-how, trade secrets, chip topography rights and other like protection, trademarks, copyright (including the right to modify and assign such copyright), any other form of protection of any kind and applications

and rights to apply for and be granted, renewals or extensions and rights to claim priority from such right for any of the foregoing respectively.

<b>“Personal Data”</b>	Information and data relating to individuals as defined in the General Data Protection Regulation of European Union (EU/2016/679) and the respective national Regulations implementing said regulation.
<b>“Project”</b>	Services provided by Supplier organized as a project with Deliverables specified in the respective Agreement.
<b>“Regulations”</b>	Law, statute or other binding national or other regulation applicable to the Services or Deliverables from time to time, including but not limited to the EU General Data Protection Regulation and related national legislation and other legislation, regulations, decisions and directions concerning data protection and data security (such as Finnish Katakri requirements) as well as instructions given by Customer or end-customer from time to time relating to data protection or data security and good data processing practices.
<b>“Requirements”</b>	Functional, technical or quality requirements specified for the Services or Deliverables in the Agreement, or other general requirement applying pursuant to the terms thereof.
<b>“Service(s)”</b>	Services and tasks performed by Supplier to Customer whether in form of professional services, projects, hired labour and whether in form of one-time Services such as a Project or Deliverables delivery or in form of continuing Services. The reference to the performance of Services shall include the delivery of Deliverables.
<b>“Service Level”</b>	Measurable criteria set for the performance of Services, such as key performance indicators, uptime, availability or response times for continuous Services
<b>“Standard Products”</b>	Standard software or standard service products of Supplier or third-party vendors delivered or made available by Supplier to Customer under the Agreement as part of the Services or Deliverables. Work performed by Supplier or Supplier’s subcontractors as part of the Services or standard software or standard service products of third-party vendors licensed directly by Customer shall never be considered as Standard Products for the purposes of these General Terms.

### **3 SERVICES**

#### **3.1 General Quality Requirements**

- (1) Supplier shall perform the Services in accordance with the Agreement professionally and diligently, applying best procedures and standards, such that the quality/cost-level ratio of the Services matches the best level available on the market and always meeting the Requirements.
- (2) Supplier shall perform the Services that meet all Regulations and other official instructions, recommendations and standards at a skill level expected of a professional ICT services supplier.

- (3) Unless otherwise agreed in the respective Agreement, Supplier shall accept full responsibility for the monitoring of any Project and shall continuously examine whether the Services and Deliverables delivered under a Project, and services or deliverables of Third Parties for the Project, are in accordance with the Project as a whole.

### **3.2 Complete Services**

- (1) The Services shall also include, without additional charge, such tasks and measures which have not been specified in the service descriptions of the Agreement, but which are necessary for performing the Services and delivering the Deliverables in accordance with the Agreement and meeting the Requirements. At Customer's request, such tasks and measures shall be exported to service descriptions and project plans without additional charge.
- (2) Supplier shall perform the Services in a way that from Customer's point of view maintains uninterrupted operations, processes and services and up-to-date information that supports Customer's systems and business operations.

### **3.3 Changes**

- (1) A Party may suggest changes to the scope, content, pricing or delivery method of Services. The Parties shall discuss such changes before the implementation of the changes. Changes to any Agreement shall enter into force once it has been made in writing and once said change agreement has been signed by both Parties.
- (2) Supplier shall not have the right to make unilateral changes to Services such that they result in changes to the quality or pricing of the Services or to take any action, which might have a negative effect on the delivery or performance of Services without prior written permission from Customer.

### **3.4 Personnel**

- (1) Supplier shall use sufficient and qualified personnel for the performance of its obligations under the Agreement. If Customer has strong objections against an individual, or the individual does not pass the screening under Section 3.5, Supplier shall propose another individual, with reasonably the same qualifications, skills and experience.
- (2) Supplier shall at all time use best efforts to preserve continuity in the Services and shall therefore keep changes in Supplier personnel during any Project or Service to a minimum.
- (3) If Supplier intends to replace an individual named to perform Services in the Agreement, it shall give Customer relevant personal and professional details of the successor of such individual. Customer shall be given the opportunity to put forward any objections to the replacement. If Customer has strong objections against either the successor or the replacement as such, Supplier shall propose another successor or shall not replace the individual at all.
- (4) Supplier shall be liable for all costs connected to the replacement of key personnel or other Supplier human resources, including the time required for orientation.
- (5) Supplier personnel shall at all times comply with the Customer's Ethical Code of Conduct as referred to in Clause 13.4 and with all written or oral instructions of Customer and shall adhere to the applicable house rules of Customer. Unless otherwise agreed in the Agreement, the working hours of Supplier personnel performing the Services shall suit the working hours of Customer's offices.
- (6) The Supplier shall be solely responsible for any employment-related costs of the personnel participating in the performance of Services even when the Service are performed in form of resource hiring.
- (7) The Supplier shall not use subcontractors, subject to fulfilling any Agreement with Patria, without a written acceptance by the Customer. If usage of subcontractors is accepted by the Customer, the Supplier shall have full responsibility of the performance of the

subcontractors as if the work or deliverable would be performed by the Customer's own personnel.

### 3.5 Screening Supplier Personnel

- (1) Supplier is aware that the reliability and trustworthiness of any individual employed or retained by Supplier who performs activities under an Agreement in a position indicated by Customer as an integrity sensitive position shall be investigated and approved by Customer in accordance with Customer's screening procedures before any such individual can start performing its activities.
- (2) Supplier shall cooperate with such screening. Based on the outcome of such screening, Section 3.4(1) may apply and any replacement individual may also be subject to the security review

### 3.6 Location of Services

- (1) Unless otherwise agreed in the Agreement, Supplier shall perform Services from its own facilities. The Agreement may also specify limitations as to the location of the performance of Services or of the physical storage location of Customer Data.
- (2) Specifically, Supplier shall not have the right to transfer such Customer Data that is subject to specific information security requirements of Finnish governmental authorities outside Finland or enable such Customer Data to be processed from outside Finland without prior written permission from Customer. Supplier may not provide the Service from Supplier's premises located abroad, unless this has been specifically agreed in writing.
- (3) Supplier bears the sole responsibility at its own cost for Supplier's facilities, equipment, applications and other devices, licences and resources that are required for performing Services. Supplier shall provide at its own cost laptop computers, mobile phones and the required software and other tools for all of Supplier's employees.
- (4) If Service is performed on Customer's premises Customer shall provide Supplier's personnel with the required office facilities and data connections. Supplier's personnel shall follow the instructions of Customer when present in Customer facilities in respect of security.

### 3.7 Language Requirements

The Agreement shall specify any language requirements applicable to the Services or Deliverables. Unless otherwise agreed, the Services and Deliverables and Documentation shall be in English language.

### 3.8 Documentation

- (1) The Acceptance of the Services or Deliverables shall be conditional on the delivery by Supplier of Documentation relating to each Deliverable, including Documentation relating to the implementation, use and maintenance of the Deliverable.
- (2) Unless expressly otherwise set out in the Agreement, Supplier shall create, compile and maintain the Documentation in relation to the Services and Deliverables without a separate charge as a part of its obligations under each Agreement. The Acceptance of the Deliverables shall be conditional on the delivery by Supplier of Documentation relating to each Deliverable, including Documentation relating to the implementation, use and maintenance of the Deliverable.
- (3) Documentation shall be subject to the following Requirements:
  - (i) **Documentation of the Processes and General Ways of Working.** Supplier shall generally describe and document in a comprehensive way the dependencies, division of responsibilities and the tasks of Supplier, and processes employed to perform the Services.
  - (ii) **Technical Documentation.** Supplier shall describe and document the architecture, integrations, data flows, configurations, parametrizations, software

and hardware setup, networks, related system interfaces, and the like technical documentation relating to the Services or Deliverables, in each case in a comprehensive way and with good industry practices.

- (iii) **Standard Product Documentation.** If and to the extent allowed by the respective vendor, any technical documentation pertaining to Standard Products, which Supplier has incorporated into Deliverables or otherwise uses to perform the Services shall be made available to Customer to the same extent that Supplier receives such information from the respective vendor.
  - (iv) **Documentation of Software Deliverables.** Provided that Customer and Supplier have agreed on a source code delivery, Supplier shall prepare source code related documentation of any software Deliverable in a comprehensive way and in accordance with good industry practices. If the software Deliverable is maintained or further developed by Supplier under an Agreement, Supplier shall also promptly update the documentation accordingly.
- (4) All Documentation shall include appropriate reference to name and short description of the document, date, version number and a cumulative list identifying changes from the previous version of the document. Supplier shall be responsible for maintaining an appropriate version control. All Documentation shall include and constantly use a common, clearly defined terminology and data directory.
  - (5) Customer shall have continued and unrestricted access to the Documentation (and to source code, if Customer has source code level access). Supplier shall maintain Documentation up-to-date and such updated version of the Documentation shall be accessible to Customer without undue delay.
  - (6) Within reasonable time before implementing any change or amendment which may, to the best knowledge of Supplier at the time, materially affect Customer's ICT environment or business activities, Supplier shall provide to Customer the Documentation describing such changes or amendments. Such Documentation shall at least be of a quality and content that would allow Customer or a professional third party within the relevant competence area acting in good faith to maintain, develop and set up interfaces or interdependent processes or connect additional solutions where this is required or permitted under the Agreement. Such maintenance, development and interface work, if ordered by Customer from Supplier, shall be separately chargeable and subject to a separate agreement.

### 3.9 Source Code

- (1) Unless otherwise agreed in an Agreement, Supplier shall deliver source code to Customer in relation to software Deliverables to which Customer holds the IP.
- (2) To the extent Supplier is obligated to provide source code to Customer hereunder, such source code (together with the associated Documentation) needs to be of such quality that a third-party ICT professional is able to independently use, maintain, and further develop the underlying Deliverables.
- (3) In the Agreement Supplier may be required, upon request of Customer, deposit the source code of a Deliverable with an escrow agent, at the cost and expense of Customer, so that Customer will receive the source code and the right to use it if
  - (i) the holder of the rights of the source code is declared bankrupt or goes into liquidation; or
  - (ii) Supplier or a third party fails to maintain the Deliverable by substantially similar terms and conditions than Supplier and Customer have agreed upon the maintenance of the Deliverable.

### **3.10 Term of Delivery**

Unless otherwise agreed, the term of delivery for any physical Deliverables shall be DAP at the premises of the appropriate Customer company (Incoterms 2020). The specific place and time of delivery shall be defined in the Agreement.

### **3.11 Transfer of Title and Risk**

Liability for risk to the Deliverable shall transfer to Customer in accordance with the delivery term. Title to the Deliverable shall transfer to Customer in conjunction with the liability for risk.

### **3.12 Reporting**

- (1) Supplier shall report regularly, at least monthly, in writing to Customer on the progress of the Services as further specified in the Agreement.
- (2) Supplier shall inform Customer without delay of all events and their consequences of which Supplier becomes aware and which may have a negative or other impact on the performance of Services, for example, a delivery delay or neglect or other such event, of which Customer shall be aware to be prepared to prevent the resulting negative effects on Customer's business.

### **3.13 Development**

Supplier shall develop and maintain its operations and internal processes to improve the quality and reliability of Services, to improve Supplier's own product and service development, and to meet Customer's business requirements. Supplier shall adhere to the principle of continuous development.

### **3.14 Co-operation**

- (1) When performing Services, Supplier shall work with other suppliers, service providers, end-customers and the personnel of Customer conscientiously and in good cooperation, in accordance with the instructions provided by Customer.
- (2) Supplier agrees to solve any problems and faults occurring in Services or Deliverables together with other suppliers without the contribution of Customer. However, Customer, for its own part, shall help with solving problems and faults and provide the information required to find out which supplier is ultimately responsible for solving the problem.

### **3.15 Time of Delivery and Delay**

- (1) If a Deliverable is not delivered at the time of delivery specified for such a Deliverable due to reasons attributable to Supplier, Customer shall have a right to claim liquidated damages from the date on which the Deliverable should have been delivered in accordance with the Agreement.
- (2) Unless otherwise agreed in the Agreement, the amount of liquidated damages shall be 2,0 % of the total price of the Agreement for each commencing week of delay. The liquidated damages shall not exceed 20 % of the total price of the Agreement and shall be payable upon Customer's first demand. The liquidated damages do not preclude Customer's right to compensation from Supplier for damage exceeding amount of the liquidated damages.
- (3) In addition to claiming liquidated damages, Customer shall have the right to fully cancel and revoke the Agreement if the delivery of a Deliverable is delayed for more than four (4) weeks. After cancellation, Customer shall have a right to be refunded by Supplier for all payments of fees and expenses made by Customer to Supplier during the Project, provided that Customer returns to Supplier the output of Supplier's work delivered to Customer prior to the termination.
- (4) Customer shall pay to Supplier a proportion of the fees corresponding to the completeness level of the Deliverable if Customer decides at its discretion to keep and utilise such a Deliverable or any part thereof in its own operations after the cancellation.



### **3.16 Anticipated Non-Performance**

Each Party shall have a right to suspend the performance of its obligations under the Agreement, when circumstances clearly indicate that the other Party will be unable to meet its obligations. The Party suspending its performance shall without delay notify the other Party in writing.

### **3.17 Testing of Deliverables**

- (1) The testing process of the Deliverables shall be specified in each Agreement.
- (2) Supplier shall ensure that prior to delivery of any Deliverables which are subject to Acceptance, such Deliverables have successfully completed Supplier's internal testing procedures.
- (3) As soon as practicable after such provision of the Deliverables Customer shall start to test the Deliverables. The Acceptance of the Deliverables shall require that Customer has been able to verify that the Deliverables meet Requirements in a production or production-like environment with actual data. Any passing of tests in testing environment only shall not constitute final Acceptance, unless expressly otherwise agreed at the time.
- (4) After completion of the tests Customer shall notify Supplier of the results thereof. Any failure by Customer to communicate to Supplier the results of the test within three (3) weeks after completion of the test shall constitute deemed acceptance of such test.
- (5) Supplier shall provide the assistance in respect of testing as set out in the Agreement and Supplier shall be permitted to be present at testing.

### **3.18 Acceptance**

- (1) Customer shall confirm Acceptance if, in the reasonable opinion of Customer, the Deliverables meet all of the Requirements and criteria for the Acceptance and the Deliverables have passed the agreed tests and meet the Requirements. The date of Acceptance shall be the date of the confirmation.
- (2) If the Deliverables do not pass the tests, Customer shall provide Supplier with written reasons for such failure. Supplier shall be given an opportunity and reasonable time, to the discretion of Customer, to correct any errors in the Deliverables and re-submit them for a re-testing in accordance with this Section 3.17. For clarity, any agreed re-testing or correction shall not be deemed a waiver by Customer of the consequences of delay or right to claim material breach, if Supplier fails to deliver the Deliverables as agreed.
- (3) Acceptance shall not be delayed or withheld on the account of such minor Errors that have a workaround or that do not prevent or materially affect the taking of the Deliverable into production use, provided that Supplier has a plan for the correction of such Errors. For clarity, the delay in the delivery of Documentation may delay the Acceptance even if the Deliverable has been taken into continuing production use as specified in Section 3.8(1).

## **4 CUSTOMER OBLIGATIONS**

- (1) Customer shall contribute to the ability of Supplier to perform the Services and implement the Agreement. Customer shall take appropriate and timely steps to fulfil its responsibilities.
- (2) Customer shall
  - (i) reply to Supplier's queries without undue delay;
  - (ii) not delay with providing instructions or information requested by Supplier or appropriate approvals, authorizations or decisions required for the performance of Services;
  - (iii) compile the volume information and other similar information provided for Service using its best expertise and experience;
  - (iv) notify Supplier of any Errors in writing or at the least by email; and

- (v) notify Supplier of any special Regulation applicable to Services provided or Deliverables delivered to Customer. Changes to the Requirements based on new or changed Regulations shall be subject to agreement between the Parties.
- (3) Customer has no other obligations or responsibilities than the ones specifically agreed in the Agreement.

## **5 PRICES AND TERMS OF PAYMENT**

### **5.1 Unit Prices and Recurring Charges**

Prices of Services may be based on usage or other measurable units on a continuing and recurring basis. Unless otherwise agreed, Customer may add or reduce the number of unites or level of usage of Services without it affecting unit prices. The invoicing for Services shall be based on the terms agreed in the Agreement.

### **5.2 Fixed Prices**

If a fixed total compensation has been set in the Agreement, it may not be exceeded without specific written permission of Customer in advance. All potential additional work shall be agreed in writing, or at least in email, with Customer always prior to conducting them. Otherwise, Customer shall have no obligation to pay for them.

### **5.3 Time and Materials**

- (1) Services based on time and materials – based hourly rates shall be invoiced based on the actual hours of Services and the agreed hourly rates. Supplier shall list the completed working hours and expenses for invoicing. Overtime charged from Customer shall be agreed with Customer in writing prior to starting and performing the work.
- (2) Supplier shall not have the right to charge Customer for work that has not been specified in the Agreement or otherwise agreed in writing between the Parties in advance.

### **5.4 Target Price**

If the Services have been agreed to be performed based on target price mechanism, Supplier shall reduce the prices or hourly rates for any hours of Services in excess of the estimate, if the target price is exceeded due to reasons attributable to Supplier, as follows:

- Target exceeded by 0 % - 10 %, reduction 20 %;
- Target exceeded by 10 % - 50 %, reduction 50 %;
- Target exceeded by > 50 %, reduction 100 %.

### **5.5 Changes in Prices**

- (1) Supplier shall use its best efforts to maintain prices as competitive and cost-effective as possible in comparison to other products and services on the market. Supplier has no right to increase the prices without Customer's consent.
- (2) Unless otherwise agreed, Supplier has the right to revise the agreed hourly rates, unit prices or recurring charges once per calendar year after first notifying Customer in writing. However, the maximum price-increase is +1.5% annually and shall be based on the actual increase in the cost of performing the Services. The changes shall come into force at the earliest six (6) months after Supplier has notified Customer in writing about the change.
- (3) Should Customer not accept the change, Customer has the right to terminate the part of the Agreement subject to the price increase within thirty (30) days of the date on the notice of change. The termination shall enter into force at a time chosen by Customer between one (1) and six (6) months from Customer's notice of termination. The prices valid at the time of notice shall be applicable during the period of notice.

## 5.6 Costs and Travel

- (1) The price specified in the Agreement shall include packing, invoicing, delivery, office service expenses and other similar out-of-pocket costs and expenses relating to the provision of Services or delivery of Deliverables, and Supplier shall not add any additional costs not specifically mentioned in the Agreement.
- (2) Supplier shall not invoice travel or other expenses unless the Parties have otherwise agreed separately in writing in advance. If compensation for such expenses has been agreed, Supplier may charge only for actual expenses incurred. Supplier shall not charge for travel time.
- (3) Customer shall not be liable for expenses pertaining to trips to Finland from abroad or from Finland abroad. For trips inside Finland, Customer shall compensate for normal and reasonable expenses in accordance with the Patria travel guidelines. However, expenses for less than 60 km round trip shall not be compensated.

## 5.7 Taxes

- (1) The prices shall include all public payments decreed by the authorities that are valid on the date of the Agreement, with the exception of value-added tax. VAT shall be added to prices in accordance with the rules valid at the time.
- (2) Should the amount of or grounds for public payments or value-added tax decreed by the authorities and directly linked to the Services change due to a change in Regulations or taxation practices, Supplier has the right to request a change in the affected prices.

## 5.8 Invoicing and the Term of Payment

- (1) Unless otherwise agreed in the Agreement, Supplier shall have a right to invoice Customer for Deliverables when they have been delivered, subject to the inspection and acceptance by Customer, and for Services agreed to be invoiced on time and materials basis, on consolidated basis, monthly in arrears. Invoices for Services shall include a breakdown of the ground for invoicing.
- (2) Payment term shall be forty-five (45) days net from the date of receipt of the invoice. The payment shall be deemed as made when Customer has issued a payment order to a financial institution.
- (3) Supplier shall not have a right to invoice Services performed more than six (6) months prior to the sending of the invoice, unless otherwise stated in the Agreement.

## 5.9 Delay of Payment

- (1) Should the payment be delayed, Supplier shall have a right to claim interest on overdue payments. Interest on overdue payments shall be as specified by the Finnish Interest Act in force from time to time.
- (2) Customer shall not pay interest on arrears if the delay in payment is due to an Error defect or delay in the Service or Deliverable, errors in the invoice, or some other reason that can be deemed to be the fault of Supplier.

## 5.10 Claims

- (1) Customer may, on justifiable grounds, refuse to pay the part of an invoice subject to a claim relating to the Services. The Parties shall negotiate a disputed payment in good faith and seek to reach a solution that is satisfactory to both Parties. Supplier shall continue to provide the Services without interruption during the negotiation. Customer shall pay the disputed invoice within fourteen (14) days of the settlement of the dispute. If the disputed payment cannot be settled within twenty-one (21) days, it shall be escalated to be settled by one (1) management representative of each Party.
- (2) A payment of an invoice in itself does not mean that a Service or Deliverable has been accepted, nor does it remove any rights Customer may have based on the Agreement.

## **6 LIABILITY FOR ERRORS IN DELIVERABLES**

### **6.1 Warranty**

- (1) Supplier warrants that:
  - (i) The Deliverables are free from Errors;
  - (ii) The Deliverables are fit for purpose for which similar deliverables are ordinarily used and fit for any particular purpose of Customer, provided that Supplier is aware of it;
  - (iii) The Deliverables are in compliance with all applicable Regulations; and
  - (iv) The Deliverables are compatible with Customer's systems.
- (2) Supplier shall at Supplier's own cost, to repair or replace any Error immediately upon becoming aware of the Error or after a notice by Customer thereof.

### **6.2 Period of Warranty**

Unless otherwise agreed for any Deliverable, the above warranty shall be valid until twelve (12) months have passed from the final Acceptance of the Deliverable. The warranty period shall be extended for a period corresponding to the time during which the Service or the Deliverable was out of use as a result of the Error.

### **6.3 Correction of Errors**

- (1) Supplier shall remedy any Errors without undue delay and at its own expense. If a workaround is available, Supplier shall implement it even before correcting the Error, to retain the functionality of the Deliverable.
- (2) If no specific response time has been specified in the Agreement, Customer may notify in writing a reasonable time period during which Supplier shall remedy an Error. If Supplier fails to do so within the stipulated time period, Customer may undertake, or use a third party to undertake, the necessary remedial work at Supplier's expense. Customer has this right also without the prior notice in cases where it is clear that Supplier will be unable to remedy the Error.

### **6.4 Breach of Warranty**

- (1) If the Error has not been remedied,
  - (i) Customer shall have a right to a reduction in the purchase price corresponding to the reduced value of the Deliverable, or
  - (ii) where the Error is material, Customer may terminate the Agreement subject to the terms of Section 12.1(2)(ii).
- (2) Supplier shall be liable for any damage caused to Customer due to any breach of the Agreement or due to Errors, subject to Section 8.

## **7 CONTINUING SERVICES SERVICE LEVELS**

### **7.1 Service Levels**

- (1) If the Services are of continuing Services in nature (such as SaaS, PaaS, IaaS, cloud or capacity Services, or support and maintenance Services), the applicable Service Levels, the reporting of the Service Levels and Service Level credits shall be as specified in the Agreement.
- (2) The monitoring of indicators and the measurement of service levels shall be automatic to the extent possible. The responsibility for monitoring and the measurement methods shall be set in the Agreement. Customer has the right to use any method for measuring service levels and to demand improvements to the Services accordingly.

- (3) Supplier shall carry out all procedures to minimize the effect of and correct any faults or problems in the Services and to restore and perform the Services in accordance with the agreed Service Levels as soon as possible without extra costs to Customer. If the failure to reach Service Levels is material or repetitive, Supplier shall, upon the written request of the Customer, provide a plan on how to improve the Services so that the targeted Service Levels are reached. This obligation and the commitment to such plan is an independent obligation and in addition to any Service Level Credits resulting from such failures.
- (4) The payment of Service Level credits by Supplier shall not affect any other remedies available to Customer under the Agreement, including Customer's right to compensation for actual direct losses suffered on the basis of fundamental non-performance by Supplier.

## **7.2 Continuity of Services**

- (1) Supplier shall ensure also that it has the necessary resources as well as planned and tested procedures in place to ensure the continuity of Services in case of unexpected events, which may prevent or impede the delivery of the Service.
- (2) The main goal of continuity and recovery planning is to protect business processes from the effects of major disturbances and interruptions. Supplier shall assess data security and continuity risks on a regular basis. Supplier's continuity management shall be based on managing disturbances so that they do not lead to service interruptions. Supplier shall be responsible for its own continuity planning and testing on the company level.
- (3) The Parties may separately agree on customer-specific continuity planning and regular testing of the plans to keep, to the degree possible, the operational security, maintenance capability, service capability and security of supply of Services as well as information belonging to Customer on the highest possible level.
- (4) Supplier has compiled the continuity plan and recovery plans together with Customer in connection with the deployment of the Service for the systems and service components that are essential for the availability of the Service provided for Customer. The plans have been implemented, and the compliance of the implementation with the plans shall be reviewed on a regular basis and tested if separately agreed.

## **8 LIABILITY**

### **8.1 Liability for Damages**

Each Party shall compensate the other Party for any losses, costs, claims, expenses (including reasonable attorneys' fees) or damage to tangible goods, to the extent same was caused by Party or its representative through negligence or a breach of the Agreement by said Party. Neither Party has the obligation to compensate the other Party for indirect or consequential damage caused by a breach.

### **8.2 Limitation of Liability**

The overall liability of a Party under the Agreement shall be limited as follows, unless otherwise agreed in the Agreement:

- (i) If the subject of the Services is one-time Deliverables delivery such as a Project, the maximum liability of a Party, excluding potential delay, service level or other contractual penalty or compensation, shall be 100% of the total price of the Services provided under such an Agreement excluding VAT.
- (ii) If the subject of the delivery is a continuing Service that is invoiced based on recurring charges, the maximum total liability of a Party during any twelve (12) months period, excluding potential delay, service level or other contractual penalty or compensation, shall be the calculated monthly fee of the Service excluding VAT at the time of the breach multiplied by twelve (12) per an individual breach.

- (2) The limitations of liability shall not apply if the other Party has caused the damage intentionally or through gross negligence or by breach of the contractual obligations relating to confidentiality, safety, Intellectual Property Rights or Personal Data.

### **8.3 Exceptions**

- (1) No limitations shall apply to any damage caused by a party to property or injury to or death of persons, including for product liability, arising out of or relating to the Services or Deliverables (including also potential product recall costs). Supplier shall get a liability insurance that is sufficiently extensive with regard to the risks associated with the Services. Upon request, Supplier shall provide Customer with proof that Supplier has a liability insurance in place.
- (2) The Data Processing Agreement made pursuant to Section 10.3, the Security Agreement made pursuant to Section 10, or a Confidentiality agreement made pursuant to Section 9 may include exceptions to the above limitations of liability to apply to any breaches thereof.

## **9 CONFIDENTIALITY**

### **9.1 Definition**

- (1) Each Party shall keep confidential all material and information, regardless of whether technical, financial or commercial, received in whatever form from the other Party or its Group Members and marked as confidential, or that should be reasonably understood to be confidential (“**Confidential Information**”).
- (2) Parties also acknowledge, that additional confidentiality obligations may apply to confidential information of the end-customers of Customer or to information of public authorities, that Supplier may receive in connection with the performance of Services. Customer shall inform Supplier of any such additional confidentiality obligations and Supplier shall, upon request, enter into appropriate separate confidentiality undertakings relating thereto.
- (3) Customer’s Background Material shall be deemed Confidential Information of Customer.

### **9.2 Confidentiality Obligation**

A Party shall have the right to

- (i) use or copy Confidential Information only for the purposes of the specific Agreement to which it relates; or
- (ii) disclose Confidential Information only to those of its Affiliates and their employees and advisors that need-to-know Confidential Information for the purposes of the specific Agreement to which it relates.

### **9.3 Exceptions**

- (1) The confidentiality obligation set out in this Section 9 shall not, however, be applied to any material or information:
- (i) that is generally available or otherwise public, other than if it is public through a breach of the Agreement on the part of the receiving Party; or
  - (ii) that a Party has received from a third party without any obligation of confidentiality; or
  - (iii) that was in the possession of the receiving Party or prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or
  - (iv) that a Party has independently developed without using material or information received from the other Party; or
  - (v) that a Party is obliged to disclose pursuant to Regulations, or order issued by the authorities or by judicial order. If a Party is required to disclose the other Party’s Confidential Information as set out herein, such Party may disclose the requested

Confidential Information. Such Party shall provide prompt notice of such disclosure to the other Party and, at the request of the other Party, provide reasonable assistance in obtaining an appropriate protective order or other similar relief.

- (2) Without prejudice to e.g. the agreed confidentiality obligations and applicable license terms and conditions, Customer shall have a right disclose normal and customary technical and operational information to third parties to the extent necessary for Customer to acquire additional services from third parties or in case of termination of the Agreement for the purposes of transferring the Services provided by Supplier under the Agreement to another service provider, provided that receiving party is bound by confidentiality obligations substantially similar than those set out under these General Terms.

#### **9.4 End of Use**

- (1) Each Party shall cease using Confidential Information received from the other Party promptly upon termination or expiry of the respective Agreement or when the respective Party no longer needs the Confidential Information in question for the purposes of the respective Agreement and shall, unless the Parties separately agree on the destruction of such material, return the material in question (including all copies thereof). Each Party may, however, retain copies required by Regulations, as well as one (1) copy for archiving purposes.
- (2) Confidential Information that is stored by a Party on routine back-up media for the purpose of disaster recovery shall be subject to destruction in due course. Accordingly, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and is generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information.

#### **9.5 Continuing Validity**

The confidentiality obligation shall continue even after the Agreement has been terminated or is expired and shall continue for a period of 15 years thereafter. Irrespective anything to the contrary, Customer Data always constitutes Customer's Confidential Information without limitations in relation to time. Certain parts of Customer Data are also subject to statutory confidentiality rules including without limitation inside information.

#### **9.6 Insider Information**

In respect of individuals in possession of inside information, the Parties are further aware, and will ensure that all of their representatives who receive Confidential Information are made aware of the nature of said Confidential Information as well as the applicable Regulations regarding insider information. Such Regulations impose without limitation a duty of confidentiality and a duty of care in the handling of inside information so that it is not misused or unduly disclosed. Each Party shall adhere to such rules (and compliance instructions/guidance given by the other Party relating to e.g. handling of such information and administration of insider registers) and a Party shall not charge any related.

### **10 SECURITY**

#### **10.1 Customer Information Security Policy**

- (1) Supplier shall be able to maintain the security of the Services and Deliverables and any devices and premises under Supplier's responsibility corresponding to the Regulations and good industry practices, supporting both international and domestic standards, with zero level tolerance towards security threats. Supplier shall comply with Customer's Information Security Policy in force from time to time without additional charge. Customer shall keep Supplier informed of any changes in its policies and regulatory requirements.
- (2) Customer Information Security Policy may be updated from time to time by Customer. If the update is customary under the circumstances and generally in line with good industry

practices, Supplier shall comply within the scope of the Services being provided at the time, without additional charge, and periodically test its compliance in this regard.

- (3) However, if the update is not customary under the circumstances, or results in not insignificant additional costs to Supplier, Supplier shall have a right to a reasonable additional compensation for the same. Such additional compensation shall be agreed beforehand in writing, while acknowledging that Supplier may be able to divide such costs to multiple customers. Any changes that may need to be made to already delivered Deliverables based on changes in Customer's Information Security Policy or Regulations shall be subject to change management, unless defined to be within the scope of the respective Agreement.

## **10.2 Security Measures**

- (1) The security measures of Supplier (including its facilities, tools and environments) will at all times include adequate protection against viruses and security breach attempts (while taking into account that the data contained or processed by Supplier hereunder may be of extremely sensitive in nature).
- (2) Supplier shall ensure that Customer Data for which Supplier may be responsible for under the Agreement as well as Services and Deliverables have been properly backed up and that recovery processes have been designed, tested and organised with the aim of minimising potential interruptions to the operations of Customer. In particular, within the scope of any SaaS, cloud, or capacity services, Supplier will be responsible for that the servers are mirrored to a different physical locations and regular Customer Data backups with version control are taken and kept. Customer shall have a right to receive copies of backups by request without additional charge.
- (3) Supplier shall manage information and data security with appropriate safeguards in place to restrict unauthorized access. Supplier shall ensure that its employees and representatives are appropriately aware of the risks associated with information and data security issues.
- (4) While working on Customer's premises or in its ICT environment, Supplier shall comply with the data security requirements and practices currently valid at Customer. At a minimum, Supplier's own information security practices shall be based on standardized requirements of corresponding level. Upon request, Supplier shall provide Customer with information on its data security practices.

## **10.3 Personal Data**

- (1) This Clause 10.3 will apply to the extent Personal Data will be processed in connection with the Services.
- (2) In this Clause 10.3, the terms "controller", "processor" and "processing" shall have the meanings set out in the General Data Protection Regulation of European Union (EU/2016/679) ("**GDPR**").
- (3) Any Personal Data processed in connection with the Services shall be processed in accordance with applicable data protection Regulations, such as GDPR.
- (4) The Parties agree and acknowledge that Customer shall act as controller or processor and Supplier as processor or sub-processor in respect of any Personal Data processed under or in connection with the Agreement. The capacity in which the Parties process Personal Data in relation to each other is context specific and will depend on the Agreement and Service in question. Unless otherwise agreed in writing, Supplier is not entitled to process Personal Data as an independent or joint controller with Customer.
- (5) The Personal Data processed and the processing activities shall be specified for each Agreement separately. The Supplier may be required, upon separate request of Customer, to enter into a Data Processing Agreement or Sub-Processing Agreement based on a



requirement of an end-customer of Customer, if the Services involve processing the respective personal data of such an end-customer.

- (6) Supplier shall be responsible for ensuring that the Services (including but not limited to any solutions provided by Supplier under the Agreement) fulfil the requirements set out in applicable Regulations and the Agreement, including the principle of data protection by design and by default.
- (7) Supplier shall in particular ensure that any information or material delivered to Customer do not violate data protection legislation or other legislation or any confidentiality obligation and do not contain any unethical material.
- (8) If Customer transfers Personal Data to Supplier, Customer has the obligation to ensure that it has the right to transfer said Personal Data for a purpose in accordance with the Agreement.
- (9) Supplier and its subcontractors shall be responsible for the data security, privacy protection and backups of processed Personal Data by acting in accordance with the arrangements agreed by the Parties in writing in the Agreement as well as the Regulations to which the Party in question and other companies and organisations within the scope of the Agreement are subject.

#### **10.4 Security Audits**

Customer and its customers shall, at any time during the validity of the Agreement, have the right to audit or have audited the quality of Supplier's operations (data protection and data security practices, the premises etc.) and other matters related to the conformity of the ICT Agreement's requirements. The audit can be done either by Customer itself or by an auditor of Customer's choice. Supplier shall take all measures necessary to correct any Errors identified during the audit. However, Supplier shall always bear sole responsibility for the quality control of the Services and Deliverables.

#### **10.5 Security Agreements**

The Agreement may specify any additional or different requirements in respect of security and Customer may be required to enter into a separate Security Agreement.

### **11 INTELLECTUAL PROPERTY RIGHTS**

#### **11.1 General**

- (1) Ownership of all IP in and to the Services performed and Deliverables delivered shall be divided as between the Parties as follows and as may be designated by category in each Agreement.
- (2) Unless otherwise expressly agreed in writing, all rights granted to Customer under this Section 11 may be exercised by Affiliates and the subcontractors and business partners of Customer or Affiliates, provided that such subcontractors and business partners shall use such right solely for the benefit and on behalf of Customer or the Affiliate and for no other purpose.

#### **11.2 Rights to Results of Continuing Services**

- (1) If Supplier performs continuing Services to Customer with no specified Deliverables (e.g. SaaS, cloud, or capacity services), the associated IP vests in Supplier. Customer may use and enjoy such Services and their results for the agreed purpose and for the agreed time period and within the agreed limitations, such as number of users and subject to the payment of the agreed fees.
- (2) If continuing Service produces specific Deliverables to Customer (e.g. reports or transactions), the following shall apply to such Deliverables:

- (i) To the extent the same is based on Customer Material or Customer Data, Section 11.4 shall apply.
- (ii) To the extent the Deliverables are comparable to Customer-specific Deliverables as per Section 11.3(1)(iii), the ownership of IP shall be determined as per that Section. Generally, Deliverables falling within this category shall be expressly specified in the Agreement in question, with reference to this Section.
- (iii) In other cases, unless otherwise follows from these General Terms or the respective Agreement, the associated IP (if any) shall vest in Supplier, and Customer receives license corresponding to Section 11.3(1)(ii) to use and modify the same.

### 11.3 Ownership of IP to the Deliverables

- (1) Ownership of IP in the Deliverables provided shall be divided as between the Parties as follows and as may be designated by category in each Agreement:
  - (i) **Background Material.** All IP in and to Background Material, which have been created by either Party or its third-party partners before entering into or outside of the scope of the Agreement, shall vest in such Party (or its third-party partners, as the case may be).
  - (ii) **Customer's License to Supplier's Background Material.** Customer receives a non-exclusive, worldwide, irrevocable, fully paid-up and royalty free license and right to use and modify Supplier's Background Material delivered to Customer as or a part of Deliverables for its own business purposes.
  - (iii) **Customer-Specific Deliverables.** All IP in and to Customer-specific Deliverables, including any drafts and intermediate results of such Deliverables, shall be the sole and exclusive property of Customer from the moment of their creation. Supplier shall not have any right, title, interest, or license therein, except for the right to make use of such Deliverables to the extent necessary to provide Services subject to specific provisions (if any) agreed by the Parties in the Agreement. Unless otherwise expressly agreed, Supplier shall deliver the source code and related Documentation to Customer together with Customer-specific Deliverables or otherwise upon request.
  - (iv) **Standard Products.** If Supplier includes Standard Products in the Services or Deliverables or makes use of Standard Products otherwise in connection with the performance of Services the IP to such Standard shall remain and vest in the respective vendor of such Standard Product and, unless otherwise agreed, the respective standard license terms and conditions shall apply with respect to such Standard Products. Supplier shall deliver to Customer on its own initiative the license terms of any Standard Products relating to Deliverables. Supplier shall be responsible that Customer has the right to use the Standard Products delivered for the intended use of the Deliverables as described in the Agreement and for such other purposes that Supplier should have knowledge of.
  - (v) **Supplier-owned Deliverables.** The ownership of any Deliverables generated during the Services for which Supplier would retain the IP, such Deliverables shall be expressly identified in the Agreement and unless otherwise agreed, Customer shall receive a corresponding license to such Supplier-owned Deliverables as to Supplier's Background Material.
  - (vi) **General Business Functionalities.** The configurations, parametrizations, data mapping formats and structures, and functionalities of the Services and Deliverables are by and large based on general business requirements. Therefore, albeit the IP may vest in Supplier, nothing precludes Customer's perpetual right to use in its business the configurations, parametrizations, data mapping formats and structures, functionalities, business processes and logic as may be incorporated

into the Services and Deliverables. This Section 11.3(1)(vi) shall not give a right to Customer to use any software the IP of which is owned by Supplier, other than as agreed under the respective Agreement(s).

(vii) **Resource Hiring.** If Services are of the nature of resource hiring for projects under Customer control and direction, all, IP to the Deliverables shall vest in Customer unless specifically otherwise stated in the respective Agreement.

(2) Supplier may not include Supplier's Background Material, Standard Products, Supplier-owned Deliverables or open source software into the Deliverables or Service results without agreeing on the same in the Agreement or otherwise acquiring a prior written consent from Customer (including Customer's consent to any additional terms and conditions).

#### **11.4 Customer Data and Customer Material**

All Customer Data and Customer Material furnished by Customer to Supplier remains the sole and exclusive property and trade secret of Customer (or its respective partners and end-customers, as the case may be), and Supplier shall receive no rights or license to the same, the sole exception being the right to use Customer Material or process Customer Data to the extent necessary to perform the Services.

#### **11.5 Application of Rights in Divestments or Mergers**

(1) If a business unit of Customer that is receiving the Services or using the Deliverables ceases to be a part Customer or an Affiliate ceases to be an Affiliate, if so elected by Customer, the rights granted hereunder to Customer shall continue to apply also to the divested business unit or previous Affiliate, however, without changing the overall limitations of liability of Supplier or the amount of liquidated damages, provided that the company in question undertakes in writing to receive the Services and use the Deliverables in conformity with the terms specified in the respective Agreement, and such company may not expand the use of the Services or Deliverables to any new locations, units, users or companies.

(2) The transfer assistance provisions under these General Terms shall apply for the benefit of such divested business unit or entity, including the right of Supplier to be compensated fully for the additional work arising as a direct result of such a divestment.

(3) If Customer is merged with a third-party legal entity, or additional Affiliates are introduced, the rights granted hereunder to Customer shall automatically apply also to the new legal entity, provided that the third-party legal entity in question undertakes to use the Services and Deliverables in conformity with the respective Agreement. Any transition project or similar Services of Supplier, in relation to such merger is separately chargeable work, and if applicable, shall be agreed with an Agreement and such increased use may be subject to additional fees if and to the extent such follows from the respective Agreement.

#### **11.6 Third-party Claims**

(1) Supplier warrants that the Services, Deliverables, and the use thereof shall not infringe IP or any other rights of a third party.

(2) Supplier shall, at its own expense, defend, indemnify and hold Customer and its third party contractors harmless against any and all costs resulting from claims and actions alleging that the Deliverables or Services infringe any of the above-mentioned rights of a third party, provided that Customer or other relevant party, as the case may be

(i) notifies Supplier without undue delay in writing of such claims and actions;

(ii) permits Supplier to defend or settle the claims and actions; and

(iii) gives Supplier all reasonable information and assistance available and the necessary authorizations.

(3) Supplier shall pay all damages awarded in a trial and potential settlement amounts agreed by Supplier to a third party.

- (4) Notwithstanding Supplier's primary right to conduct of the defense of such claim as per the above, including any settlement,
- (i) Customer has the right to select its own counsel to independently participate in any such defence at its expense in a monitoring, non-controlling form; and
  - (ii) Customer may at any time by giving prior notice to Supplier take all reasonable steps it deems necessary, at the expense of Supplier, to defend itself unless Supplier, to the satisfaction of Customer, acting reasonably, assigns a counsel and carries out any such defence and settlement negotiations in a professional manner at all times.
- (5) If it is established that, or if in the justified opinion of Supplier, the Deliverables or Services infringe any of the above-mentioned rights of a third party, Supplier shall at its own expense either:
- (i) obtain the right of continued use of the Deliverables and Services for Customer, or
  - (ii) modify the Deliverables or Services to eliminate the infringement, provided, always that after such modification the Deliverables and Services shall meet the Requirements.
- (6) However, Supplier shall not be liable for any infringement or claimed infringement of a Deliverable or Service of IP or any other rights of a third party if and to the extent such infringement
- (i) is a result of any modification of the Deliverable or Service that is the subject of the claim by Customer or any third party without the express consent of Supplier; or
  - (ii) arises from the use of the Deliverable or Service for a clearly unintended purpose, in which case Supplier shall perform the remedies specified in Section 11.6(5), however, only at the request of Customer at the sole cost and expense of Customer.

## **12 TERM OF AGREEMENT**

### **12.1 Term**

- (1) The Agreement shall enter into force with immediate effect once signed by both Parties. The Agreement shall set the period of validity and any specific conditions applicable to the termination of the Agreement. The Agreement shall apply until the completion of the agreed Services and delivery of the agreed Deliverables and the expiry of any applicable warranty period, or for continuing Services until the termination thereof by either Party in accordance with the terms of the Agreement.
- (2) Either Party has a right to terminate the Agreement if
- (i) the other Party stops its payments, enters liquidation or goes bankrupt or if it becomes clear that any of these will happen or if it is otherwise clear that the other Party, within reason, cannot be expected to fulfil its contractual obligations. Nevertheless, the termination shall not come into force if the Party, within thirty (30) days of the written notice of termination, sets an acceptable collateral or presents some other reliable account with regard to fulfilling its obligations; or
  - (ii) the other Party is in material or repeated breach of the terms of the Agreement or any related agreement (such as Data Processing Agreement) and has not remedied the breach within the time limit of a minimum of thirty (30) days set by the other Party in writing.
- (3) The right of Customer to cancel and revoke the Agreement or a delayed part thereof pursuant to an extended delay is specified in Section 3.15(3).

## **12.2 Termination for Convenience**

- (1) Unless otherwise agreed in the Agreement, Customer has a right, at its discretion, to terminate the Agreement for convenience with one (1) month notice period. Supplier shall not have a right to terminate any Agreement for convenience unless expressly otherwise agreed in the Agreement.
- (2) Customer's right to terminate the Agreement for convenience applies also to a fixed-term Agreement. If Customer uses its right to terminate the Agreement, Supplier has a right to be paid for its work performed in accordance with the Agreement prior to the effective date of termination. Supplier has no right to any other compensation due to the termination of the Agreement.

## **12.3 Termination due Non-Compliance**

Customer shall have a right to terminate the Agreement, with immediate effect, if

- (i) a Deliverable does not meet the data security requirements of Customer or an authority supervising Customer;
- (ii) an individual performing Services does not pass the background check (for example the security check), or an individual performing Services is changed and cannot be replaced by a person of equal competence within a reasonable time; or.
- (iii) any national or international authority imposes such requirements that make it unreasonable for Customer to continue receiving the Services, such as if Supplier or any of its Affiliates or subcontractors is not identifiable, is entered on any sanctions list, markets or sells illegal products or services, is suspected of or connected to serious crime or if business with Supplier is prohibited for any reason.

## **12.4 Transition Support**

- (1) If, in connection with the termination of the Agreement, Customer replaces the Services with services of itself or to a third party. Supplier shall provide assistance regarding the transfer in a businesslike and professional manner, and within a reasonable schedule. Supplier shall have a right to charge for the assistance according to its reasonable price list valid at time. If the Agreement is terminated due to a breach of agreement by Supplier, Supplier shall carry out the assistance at its own cost.
- (2) Customer has the right to receive for no extra fee the information contained by the database of Customer's applications on a media that shall be agreed separately as well as customer-specific service documentation.
- (3) Upon the termination of the Agreement for whatever reason, Supplier shall be obligated to return to Customer any advance payment paid by Customer, with respect to which Supplier has not yet performed the Services relating to such fee.

## **13 OTHER TERMS**

### **13.1 Non-Solicitation**

- (1) Unless otherwise agreed in writing, neither Party or its Affiliate shall have a right to recruit an individual employed or formerly employed by the other Party or a subcontractor if said individual performs or has performed tasks essential to the Services until six (6) months after the termination of the Agreement. This recruitment ban also applies to other arrangements with the purpose of securing the work contribution of said individual.
- (2) The contractual penalty arising from a breach of the aforementioned non-solicitation obligation shall be the equivalent of the recruited individual's gross wage subject to withholding tax for three (3) months prior to the recruitment.
- (3) However, the non-solicitation obligation shall not apply if:
  - (i) the employment relationship of the recruited individual was terminated for reasons resulting from the employer;

- (ii) the Agreement has been revoked due to fundamental non-performance by the recruited individual's employer; or
- (iii) said individual, on their own initiative, has sought employment with the other Party on the basis of a public job advertisement and the purpose of this procedure has not been to intentionally circumvent the recruitment ban in accordance with this section.

### **13.2 Subcontracting**

- (1) Unless specifically agreed otherwise in writing, Supplier shall not have the right to use subcontractors. If permission to use subcontractors has been granted, Supplier shall ensure that the subcontractors comply with the terms of the Agreement. Unless otherwise expressly agreed, Supplier shall maintain a list of subcontractors and the personnel performing Services for Customer as such personnel may be subject to screening under Section 3.5.
- (2) Customer has the right to use any subcontractors to fulfil its responsibilities under the Agreement.
- (3) A Party shall be responsible for the work of a subcontractor as of its own work.

### **13.3 Assignment**

Neither Party may assign the Agreement or the related rights or obligations to a third party without the written approval of the other Party. However, after notifying Supplier, Customer shall have the right to assign the rights and obligations under the Agreement to any one of its Affiliates.

### **13.4 Supplier's Compliance Declaration**

- (1) Supplier agrees to abide by sound business practices and Regulations applicable to the Services or Deliverables, and to otherwise act in accordance with acceptable ethical practices.
- (2) These include antitrust and competition legislation, including the ban on acquiring confidential information from third parties through inappropriate means and the ban on the illegal use or assignment of third-party confidential information, and legislation affecting the company's administration, product security, liability, occupational health and safety, labour, environmental, human rights, privacy and equal opportunities.
- (3) Supplier shall not give or receive bribes or participate, contribute to or accept any activity related to bribes or corruption. In addition, Supplier shall, at a minimum, comply with corresponding principles as set out in Customer's Ethical Code of Conduct, including but not limited to its anti-corruption principles.

### **13.5 Force Majeure**

- (1) Neither Party shall be liable for delays or losses arising from circumstances which the Party cannot influence and which the Party has not been able to reasonably anticipate at the time of signing the Agreement. Unless otherwise proven, such Force Majeure may include, for instance, a war or mutiny, an earthquake, flood or similar natural catastrophe, a disruption of public traffic, public telecommunication or public electricity supply, an import or export ban, or a strike, lock-out, boycott or other equivalent collective action.
- (2) Should a Force Majeure arise from a strike, lock-out, boycott or other similar collective action, Supplier shall nevertheless perform the Services to the best of its ability such that Customer can fulfil its statutory responsibilities with regard to its customers.
- (3) A Party shall notify the other Party immediately in writing of a Force Majeure or its cessation.
- (4) Should a Force Majeure last longer than thirty (30) days and prevent Supplier from performing the Services, Customer shall have the right to terminate the Agreement with immediate effect by submitting a written declaration to that effect to Supplier, in which case

neither Party shall have any right to demand compensation from the other Party for the termination of the Agreement.

- (5) A Force Majeure encountered by a subcontractor of a Party shall also be deemed a Force Majeure of said Party if the procedure subject to subcontracting cannot be performed or procured from elsewhere without unreasonable cost or substantial delay.

### **13.6 Disputes and Applicable Law**

- (1) The Agreements shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law's provisions.
- (2) Any dispute, controversy or claim arising out of or relating to the Agreements shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland and the language of the arbitration proceedings shall be English.
- (3) However, Customer shall have a right to seek enforcement action or injunctive relief in any court with jurisdiction over Supplier.

### **13.7 Reference Right**

Supplier shall not use Customer or the Agreement as marketing a reference without Customer's prior written consent. Any such use, including any use of trademarks or logos of customer shall be in strict accordance with the instructions of Customer as applicable from time to time.