
AGREEMENT FOR THE PROVISION OF THE APPLICATION AND SERVICE GIZMO 2 WITH CUSTOMIZATIONS

1 INTRODUCTION

1.1 Parties to the agreement

Client: City of Helsinki

Business ID: 0201256-6

Address: Culture and Leisure Division/Administration and Support
Services/Development and Digitalisation services

Client's contact person on agreement-related matters: Leevi Kuokkanen (09
31034376, leevi.kuokkanen@hel.fi)

Client's contact person on technical matters: Jaakko Snicker (040 182 6213,
jaakko.snicker@hel.fi)/Tuomas Kaukoma (tuomas.kaukoma@hel.fi)

Supplier: NETProjects

Business ID: EL106946123

Address: NETProjects, Doiranis 81 Kallithea, Athens, Greece

Supplier's contact person on agreement-related matters: Oleg Savelos
(00306945326183, oleg.savelos@gmail.com)

Contact persons shall monitor and supervise the implementation of the agreement and disseminate related information to the parties. Contact persons are not allowed to modify the agreement. Any changes in the contact persons shall be communicated to the other party in writing and without delay.

1.2 Agreement background and objectives

- (1) The purpose of this agreement is to agree on the procurement of the application and service as per procurement decision **HEL 2021-012853**, which shall be delivered by the Supplier to the Client. The content of the procurement has been specified in the procurement notice, the invitation to tender and the invitation to tender attachments.

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- (2) Since 2012, the Culture and Leisure Division of the City of Helsinki has provided a service called Pelitalo (House of Games), which provides gaming computers for use by young people and adults living in Helsinki. The software used in the service is out-of-date, and this agreement is for updating it to meet the current needs of the sector.

1.3 Agreement documents and their order of priority

- (1) The agreement consists of this agreement document and its annexes.
- (2) The agreement contains the following annexes which form an integral part thereof (in separate file):
1. Description of procurement object
 2. Service description
 3. Data security requirements
 4. Quality level
 5. Delivery schedule
 6. Prices and payment schedule
 7. Deployment
 8. General Terms and Conditions of Governmental IT Procurement 2015, version 2.1
 - Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source (JIT 2015 – 3) version 2.2
 - Special Terms and Conditions for Services (JIT 2015 – Services) version 2.1
 - General Terms and Conditions (JIT 2015 – General Terms and Conditions) version 2.2
 9. Off-the-shelf software licence terms
- (3) The above-mentioned agreement documents and the terms and conditions therein are mutually complementary.
- (4) In the case of a conflict between the documents, this agreement shall prevail followed by the annexes in numerical order from the smallest number to the largest.
- (5) The order of priority among the General Terms and Conditions of Governmental IT Procurement is such that the delivery of the Application shall be primarily subject to the Special Terms and Conditions of JIT 2015 – 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source) and the delivery of the Service shall be primarily subject to the Special Terms and Conditions of JIT 2015 – Services. In addition to these Special Terms and Conditions, the JIT 2015 – General Terms and Conditions shall apply secondarily.

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- (6) To clarify the order of priority, some sections below have been added an explicit notification of the non-applicability of particular JIT 2015 terms and conditions.

1.4 Definitions

- (1) For the purposes of this agreement, the definitions in Section 2 of JIT 2015 – General Terms and Conditions, in Section 2 of JIT 2015 – 3 (Special Terms and Conditions for the Procurement of Client’s Application under Software Terms Other than Open Source) and in Section 2 of JIT 2015 – Services shall apply unless a definition has been otherwise specified in this agreement document or its annexes.

1.5 Validity of the agreement

- (1) This agreement shall remain in effect for a definite duration from the date of signature of the agreement and it shall end on **Month Day 2023** without separate notice.
- (2) The Client may extend the agreement period by a unilateral decision for a maximum of 24 months. The Client may extend the agreement period after the definite duration by notifying the extension at least three (3) months before the end of the agreement period.
- (3) Provisions intended to survive the termination of the agreement shall remain in force despite the cessation of the contractual relationship.

1.6 Subcontractors

- (1) The Supplier does not use subcontractors.
- (2) **During the agreement period the Supplier can use subcontractors on tasks covered by the agreement. Section 2 of JIT 2015 – General Terms and Conditions shall apply to matters of subcontracting.**
- (3) **The Supplier shall inform the Client of all changes and additions to subcontractors.**

2 OBJECT OF THE AGREEMENT

- (1) The object of this agreement is Gizmo POS/Management Suite with customisation (hereinafter referred to as the Application) and related services. For the purposes of this agreement, the definition of “Service” as per Section 2 of JIT 2015 – General Terms and Conditions shall also apply to the continuing services of the Application and the development of the Application.

- (2) This agreement provides for the specifications, design, implementation, testing, deployment and user rights of the Application, as well as for the operational, maintenance and development services.
- (3) The Client shall be granted a permanent right of use to the Application as per Section 9 of this agreement.
- (4) The object of the agreement is defined in detail in Annex 1.
- (5) The object of the agreement shall comply with this agreement and its annexes, be suitable for its intended use and perform as agreed.

3 GENERAL OBLIGATIONS OF THE PARTIES

- (1) The Supplier undertakes to execute the object of the agreement:
 - with diligence;
 - as agreed;
 - at the standard of professionalism set forth in the agreement;
 - in conformity with legislation, technical standards, sound technical practices and level of quality; and
 - according to the agreed timetable.
- (2) The Supplier is responsible for ensuring that the object of the agreement complies with the requirements of the agreement documents and the specifications agreed by the parties.
- (3) The Supplier shall make sure that it has all the necessary resources, licences and tools to implement the object of the agreement, with the exception of items expressly defined as belonging to the Client's obligations.
- (4) If the Client's environment is a multi-vendor environment, the Supplier undertakes to cooperate with the Client's other suppliers.
- (5) The parties shall, to a reasonable extent, assist each other in meeting their agreement obligations and contribute to the implementation of the object of this agreement.
- (6) Information on matters relevant to the implementation of the object of the agreement, and any relevant changes therein, shall be communicated to the other agreement party in a sufficient and timely manner.
- (7) The Supplier is required to provide the Audit Committee and the Audit Department of the City of Helsinki with all information required for the assessment stipulated in Section 121 of the Local Government Act. The Audit Committee and the Audit Department are bound by the confidentiality obligation set forth in the Act on the Openness of Government Activities regarding the control and supervisory functions of competent authorities.

4 APPLICATION

4.1 Application description

- (1) The required characteristics, standards and operating environment of the application are described in more detail in Annex 1 (Description of procurement object). The Supplier is responsible for ensuring that the Application contains all required properties and meets the requirements and specifications set for the application and functions in the described environment.
- (2) The application design and specification work is described in Annex 1. If a specification is in conflict with a requirement, the requirement shall prevail. Should it become apparent that a specific requirement shall not be met or is found inappropriate to be met, the Supplier informs the Client and the matter is subjected to a change management process.
- (3) The Client's technical environment is described in Annex 1. The Supplier shall make sure the Application complies with the requirements of the technical environment and works in the environment described.
- (4) The Application includes off-the-shelf (OTS) software specified in Annex 1 and adapted to the Client's needs as described in this agreement. OTS software is governed by its licensing terms in so far as the said terms are not inconsistent with this agreement.
- (5) The application implementation is described in Annex 1.
- (6) The Supplier shall produce for the use of the Application comprehensive and clear operating instructions in English. The operating instructions are part of the Application documentation.
- (7) The Application and related materials, software, documentation, training, reporting, messages and other communications and materials shall be in English.

4.2 Deployment project

- (1) As part of the Application delivery under this agreement, the Supplier shall carry out a deployment project as described in Annex 7.
- (2) The Application shall be deployed no later than within 10 months of the signing of this agreement.
- (3) The deployment project ends once the Application has been successfully deployed as per Subsection 4.3 (6).
- (4) If the Application deployment is delayed due to a reason beyond the Client's control, the Supplier shall pay a contractual penalty to the Client for every commencing period of seven (7) days by which the Supplier exceeds the due date agreed for the deployment or its part under the

agreement. The penalty for each above-mentioned period is one (1) per cent of the price of the delayed Application, up to a maximum of ten (10) per cent of the said price. The amount of damage caused by the delay does not affect the amount of the penalty. In addition to the contractual penalty, the Client is entitled to compensation for any direct damage suffered by the Client due to the delay. A delay in documents and information preventing the use of the Application shall be considered comparable to a delay of the Application itself. Section 13 (2) of JIT 2015 – 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source) shall not apply to this agreement.

- (5) The Supplier is not entitled to receive a contractual penalty, should the delivery or a part thereof be delayed on account of a reason pertaining to the Client.
- (6) If the Application cannot be deployed in its entirety within one month from the date specified in Subsection 4.2 (2) due to the fault of the Supplier, the delay shall be considered a material breach of the agreement. If the Application cannot be deployed within a reasonable time specified by the Client in its complaint, the Client may terminate the agreement, in whole or in part, due to the fault of the Supplier.

4.3 Delivery testing and acceptance

- (1) The Supplier is responsible for ensuring that upon delivery the Application complies with the quality level specified in Annex 4. The Supplier shall substantiate the quality levels to the Client before handover.
- (2) In addition to the tests under Section 4 of JIT 2015 – 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source), the Supplier shall ensure that it performs sufficient testing of its own throughout the delivery process.
- (3) The Supplier shall hand over the Application to the Client for acceptance testing no later than within 8 months after the signing of the agreement. At the request of the Client, the Supplier shall assist the Client during acceptance testing and the planning thereof.
- (4) The Client shall have 30 days to perform the Client's acceptance testing, starting from the date on which the Supplier has reported in writing that the Application or its agreed part is ready for acceptance testing and has handed over the Application for testing in accordance with Subsection 4.3 (3).
- (5) The Supplier shall immediately correct any errors discovered during acceptance testing. The time reserved for acceptance testing shall be extended by the time the Supplier needs to correct the error and the Client reasonably needs for the testing and acceptance of the corrected errors.

- (6) The Application is deemed deployed and the delivery completed when the Client has accepted it and the Supplier has fulfilled all its contractual delivery-related obligations.
- (7) Accepted partial deliveries do not prevent the rejection of the whole delivery due to deficiencies identified during final testing.
- (8) In other regards, the testing and acceptance of the Application is subject to what is stipulated in Section 4 of JIT 2015 – Annex 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source).

4.4 Application defect

- (1) The Application is deemed defective if it does not comply with the specifications set forth in the agreement or it is inappropriate for its intended use.
- (2) Any defects detected by the Client shall be reported to the Supplier in writing and without undue delay.
- (3) As part of the Service under this agreement, the Supplier shall correct the detected Application defects free of charge and without undue delay. The correction process shall also include making the corresponding documentation changes.
- (4) The Supplier is responsible for Application defect analysis and correction throughout the validity of the agreement, and bears all correction-related costs.
- (5) If a defect in the Application is caused by OTS software, the Supplier shall correct the defect or have the defect corrected at its own expense and according to its possibilities. If this is not reasonably possible, the Supplier shall work around the defect at its own expense. If creating a workaround is not reasonably possible through generally available means, the parties to the agreement may agree upon additional work to work around the defect, or the Client shall be entitled to a price reduction. If the defect is so significant that, due to the defect, the purpose of the agreement remains essentially unfulfilled, the Client may cancel the agreement, in whole or in part, due to the fault of the Supplier.
- (6) The warranty period is 12 months starting from the acceptance of the Application. The warranty period shall be extended by the period during which the Application could not be used due to a defect. The contents of the warranty are in accordance with Section 7 of JIT 2015 – 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source). After the warranty period, or if the defect detected is not covered by the warranty, the Supplier shall

correct the defects as part of the Service defined in Subsection 4.4 (3) of this agreement.

- (7) If a defect in the Application impedes its use in whole or to a substantial extent for 30 days after the Client has reported the said defect to the Supplier, the Client is entitled to cancel the agreement in its entirety or in part. The Client retains the above-described right of cancellation for 12 months following the acceptance of the Application.

5 SERVICE

5.1 Service description

- (1) The Service, related requirements and limitations, and the service process are described in greater detail in Annex 2.
- (2) The measures and methods to be used in the delivery of the Service are described in Annex 2.

5.2 Service roll-out and acceptance

- (1) The Service shall commence when the agreement has been signed and end in accordance with Annex 2. The client may, at its discretion, continue to use the Service in accordance with Annex 2.
- (2) Should the Service roll-out be delayed from the date specified in Subsection 4.2 (3) due to a reason beyond the Client's control, the Supplier shall pay the Client a contractual penalty in the amount of one (1) per cent of the 12-month accounting price of the Service under this agreement for every commencing period of seven days by which the Supplier exceeds the agreed due date. However, the maximum penalty shall be ten (10) per cent of the price in question. The amount of damage caused by the delay does not affect the amount of the penalty. Section 7 (2) of JIT 2015 – Annex 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source) and JIT 2015 – Services shall not be applied.
- (3) If the Service roll-out is delayed due to a delay in the deployment of the Application, the Client is entitled to collect penalties based on delays in both the Application deployment and Service roll-out.
- (4) If the Service cannot be rolled-out in its entirety within one month from the date specified in Subsection 4.2 (2) due to the fault of the Supplier, the delay shall be considered a material breach of the agreement. If the Service cannot be rolled-out within a reasonable time specified by the Client in its complaint, the Client may terminate the agreement, in whole or in part, due to the fault of the Supplier.

5.3 Service environment

- (1) The Supplier shall produce the entire Service within the EU/EEA.
- (2) The geographical location for the production of the Service is specified in Annex 2.
- (3) The Supplier is obliged to provide information on possible changes related to Service production.
- (4) The service environment is described in Annex 2.

5.4 Service period

- (1) The Service period is in accordance with Annex 2.

5.5 Quality of service, quality control and service levels

- (1) The Supplier shall deliver the Service as per the required service levels defined in this agreement and Annex 2.
- (2) The Service shall be considered defective if it does not comply with this agreement and its annexes. Any defects in the Service or service environment reported by the Client shall be investigated and corrected by the Supplier at its own expense and without delay, throughout the validity of the agreement. These corrections shall be performed in accordance with the service level requirements specified in Annex 2.

5.6 Reporting

- (1) The Supplier shall submit a monthly report on the progress of development work to the Client without separate charge.
- (2) In addition, the Supplier shall, upon the Client's separate request, deliver other reports, which the Client needs in order to track the implementation and quality of the object of the agreement.

5.7 Language of the Service

- (1) The Service shall be provided in English.
- (2) Unless expressly otherwise agreed, the support, instructions, materials, software, documentation and other data, as well as the training, service monitoring, reporting, correspondence and other communications related to the Service shall be provided in English.

6 SERVICE ORGANISATION

- (1) The parties shall set up a Steering Group for the implementation of the agreement and the cooperation between the parties. The Steering Group

shall manage, control and develop the Application delivery and Service implementation.

- (2) The composition and working methods of the Steering Group are specified in Annex 7.
- (3) The Supplier shall ensure that it has enough expert staff with applicable qualifications for delivering the object of the agreement.

7 DEVELOPMENT AND CHANGE MANAGEMENT

- (1) The Supplier commits to constantly develop the Service and Service delivery related practices over the agreement period.
- (2) Both parties to the agreement may suggest changes to the contents of the Service or Application.
- (3) The Service, Application or parts thereof may be changed as per a separately agreed development project.
- (4) The changes and the necessary terms and conditions related to quality assurance, reimbursement, testing and acceptance shall be agreed in writing.
- (5) The Supplier shall inform the Client of any impacts of the proposed changes on the Service and Application, of possible extra work or additional costs accrued, and/or changes in the Service or Application delivery schedule or the level of service.
- (6) The Supplier shall initiate the measures necessitated by the change upon separate agreement. The Steering Group approves the plan concerning the change.
- (7) The Client submits an order to the Supplier regarding the additional, alteration, development and other works necessary in order to carry out the changes. The Supplier cannot decline the said works without reasonable cause.
- (8) If the cost of the works is not included in the original price, the Supplier shall perform the additional, alteration, development and other works pertaining to the changes as per the prices in Annex 6.
- (9) If any other works ordered by the Client pertaining to development project or change management are not executed as per the delivery schedule approved by the Steering Group for reasons beyond the Client's control, the Supplier shall pay a contractual penalty to the Client for every commencing period of seven (7) days by which the Supplier exceeds the due date agreed for the delivery or its part. The penalty for each above-mentioned period is one (1) per cent of the price of the delayed delivery,

up to a maximum of ten (10) per cent of the said price. The amount of damage caused by the delay does not affect the amount of the penalty. A delay in documents and information preventing the use of the delivery shall be considered comparable to a delay in the delivery itself.

8 INTELLECTUAL PROPERTY

- (1) The Client shall receive a permanent right of use to the Application as referred to in Section 8 of JIT 2015 – 3 (Special Terms and Conditions for the Procurement of Client’s Application under Software Terms Other than Open Source).
- (2) The Service shall be provided in accordance with Section 6 of JIT 2015– Services.
- (3) Use in own internal activities, as referred to in Section 6 (4) of JIT 2015 – Services, includes using the results of the Service by or for the benefit of companies in the same group, or the use of the results of the Service by a subcontractor or outsourcing partner of the Client for the benefit of the Client.

9 VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS

- (1) The Supplier is responsible for ensuring that the object of the agreement, when used in accordance with the agreement, does not infringe the intellectual property rights of third parties.
- (2) The Supplier shall be obliged to defend the Client, at its own expense, against any claims brought against the Client in regard to the infringement of third-party intellectual property rights by the object of the agreement, provided that the Client immediately notifies the Supplier in writing of such claims, allows the Supplier to exercise the defendant’s right of action, and provides, at the request and expense of the Supplier, all available information, assistance and necessary authorisations to the Supplier. If the Client has acted as described above, the Supplier shall be responsible for any compensation imposed by the court or agreed with a third party. The Client is entitled to take all necessary actions to address the claims until the Supplier has authorised a representative approved by the Client to handle the case. The Client may not refuse the representative appointed by the Supplier without reasonable cause.
- (3) If the Supplier or a court rightly finds that the object of the agreement violates the intellectual property rights of a third party, the Supplier is entitled and obligated, at its own expense, to either (a) acquire the necessary rights for the Client to continue the use of the object of the agreement, (b) replace the object of the agreement with a similar product

or service as per the agreement, or (c) modify the object in a way which no longer violates the said third-party rights, but still conforms to the present agreement. If none of the above options is possible without disproportionate damage, a party may terminate the part of the agreement which infringes the property rights. If as a result of the termination the purpose of the agreement remains fundamentally unfulfilled, the agreement may be cancelled in whole.

- (4) In situations described in items (b) and (c) of the preceding section, the modifications and replacements made by the Supplier shall be such that the object of the agreement still essentially complies with what has been agreed, and the alterations made do not compromise the features or usability of the object from the Client's point of view.
- (5) The Supplier shall not, however, be liable for a claim, which:
 - (a) is made by an entity who controls the Client or is controlled by the Client;
 - (b) is due to a modification made by the Client to the object of the agreement;
 - (c) is due to the fact that the product has been used with a product or service not covered by the agreement, and such use has not been agreed upon between the parties, or
- (6) The limitations to liability presented in this agreement or its annexes do not apply to violations of intellectual property rights under this section.

10 CONFIDENTIALITY

- (1) Section 17 of JIT 2015 – General Terms and Conditions shall be applied to confidentiality.
- (2) The limitations to liability presented in this agreement or its annexes do not apply to violations of confidentiality.

11 DATA SECURITY AND DATA PROTECTION

- (1) The data security and data protection requirements to be observed are specified in Annex 3. Section 18 of JIT 2015 – General Terms and Conditions shall also be applied.
- (2) The Supplier shall handle any personal data contained by the Service or received in connection with the delivery of the Service or Application only in so far as it is necessary for the fulfilment of this agreement and only until the expiry of this agreement or the Supplier's duty to provide assistance. The Supplier is not allowed to use the personal data in their own activities,

process them in a manner prohibited by this agreement, combine them with other data in their possession, or to release them to third parties.

- (3) The Supplier may not handle the personal data, contained by the Service or received in connection with the delivery of the Service or Application, outside the EU or the EEA or from outside the EU or the EEA or transfer such data outside the EU or the EEA.
- (4) The limitations to liability presented in this agreement or its annexes do not apply to violations of data security and data protection.

12 SOURCE CODE ESCROW

- (1) The Supplier shall store the source code of the Application for itself and in the possession of the Client in accordance with Annex 5.
- (2) With regard to the source code of OTS software, the Supplier shall contribute to the storage of the source code in accordance with Section 12 of JIT 2015 – Annex 3 (Special Terms and Conditions for the Procurement of Client's Application under Software Terms Other than Open Source).
- (3) If the Application is modified, repaired or updated as per this agreement, the Supplier shall store the changed source code as stipulated in this section.

13 PRICES, TERMS OF PAYMENT AND TAXES

- (1) The Supplier shall charge the prices and charges for the Application and Service as per Annex 6.
- (2) The prices include all public charges applicable on the date of entry into force of this agreement, with the exception of the value added tax ('VAT') of Finland. According to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax the place of supply of services to a taxable person acting as such shall be the place where that person has established his business. Accordingly, the place of supply regarding provided services is Helsinki, Finland and therefore VAT shall be payable by the City of Helsinki as the services are supplied by a taxable person not established in Finland. The City of Helsinki is not liable for value added taxes subject to any other country. The VAT of Finland shall be added to the prices in accordance with the provisions in force at the time. Should the amount or basis of the public charges change, the prices stipulated in the agreement change accordingly.
- (3) The prices are fixed for the entire period of the fixed-term agreement.
- (4) After the fixed-price term, the prices may be adjusted once in a calendar year according to the actual cost trends. Both parties may propose

negotiations for the revision of prices. A price change may only be proposed when all the following conditions are met:

- i. Price change is based on general cost trends associated with the object of the agreement;
 - ii. Grounds for the price change have materialised after the signing of the agreement;
 - iii. Grounds for the price change have a direct impact on the price of the Service; and
 - iv. Price change does not result from the proposing party's own activities (excluding changes based on general wage growth).
- (5) Proposal for a price change shall be made in writing and it shall contain an adequate explanation of the cost trend serving as the grounds for the proposal. The proposal shall be submitted at least four (4) months prior to the beginning of the invoicing cycle during which the change is due to enter into force.
- (6) If the parties fail to agree on the price change, they are entitled to terminate the agreement within 30 days from the conclusion of the negotiations. The termination shall be made in writing. Prices remain unchanged for the duration of the six (6) month notice period.
- (7) The prices include all costs accrued by the Supplier for the delivery of the Application and Service, including all travel and accommodation expenses, daily expense allowances and overtime pay, which shall not be charged separately. The Supplier is not entitled to charge compensation for travel time.
- (8) Section 7 of JIT 2015 – General Terms and Conditions shall not be applied.
- (9) The payment schedule for the deployment project is provided in Annex 6.
- (10) The Supplier may invoice for the delivery of the Application and Service as defined in Annex 6. Invoicing takes place via e-invoicing. Additional services not included in Annex 2 shall be invoiced monthly in arrears.
- (11) Invoicing or delivery costs shall not be charged.
- (12) The receiving e-invoicing operator of the Culture and Leisure Division of the City of Helsinki is Basware Oyj, whose operator ID is BAWC-FI22. The client shall receive invoices only electronically through BasWare Einvoices Oy's e-invoicing service. E-invoices can be sent free of charge at <http://bsp.basware.com>. The Client shall not accept invoices that have been sent by mail, email or in a scanned format. The payment term for invoices addressed to the City of Helsinki shall be at least 21 days.

Culture and Leisure Division's invoicing address:

E-invoicing address: 003702012566298

E-invoice operator: Basware Oyj

Operator ID: BAWC-FI22

- (13) If the Client is entitled to refunds, compensation, contractual penalty or discount, the Client may deduct the credited amount from the payments made to the Supplier under the agreement.
- (14) In other regards, the term of payment shall comply with Section 8 of JIT 2015 – Services. However, Section 8 (3) of JIT 2015 – General Terms and Conditions shall not be applied.

14 MONITORING OF SUPPLIER'S ECONOMIC AND FINANCIAL STANDING

- (1) The Supplier shall provide the Client with the following certificates and statements every three (3) months throughout the contractual relationship:
 - a certificate of the payment of taxes, a certificate of tax debts or a statement concerning a tax debt payment plan approved by the taxation authority, and
 - a pension insurance certificate and a certificate that shows the payment of pension insurance contributions, or in case of any outstanding payments, a statement concerning a payment plan approved by the payee.
- (2) The certificates and statements defined above shall be issued by a relevant authority, or an assessor or data administrator of good repute. The said certificates do not need to be provided if the Supplier's information is available at www.tilajavastuu.fi service.
- (3) A foreign Supplier shall submit equivalent information at the Client's request and by the given deadline by providing a registration statement or similar certificate as per the provisions of their home country, or in some other generally accepted way.
- (4) The certificates and statements may not be older than three months at the time of the submission.
- (5) In addition, the Supplier shall over the agreement period provide to the Client, at the Client's request and by the given deadline, other necessary information required by the Act on the Contractor's Obligations and Liability when Work is Contracted Out.
- (6) Upon request from the Client, the Supplier shall prove that its foreign employees, and the foreign employees of its subcontractors, have a right to work in Finland. Foreign employee refers to a person who is not a citizen of Finland.

- (7) If the service is performed by a posted worker employed by the Supplier, the Supplier shall, upon the Client's request, submit a statement on the determination of the social security for the posted worker. Instead of the 3-month time limit stated above, this statement shall be presented without delay and in any case before the said posted worker begins to work.
- (8) The Client has the right to terminate the agreement if the Supplier does not deliver the statements and certificates defined under this section within the time limits provided, or if the certificates or statements prove non-compliance with statutory obligations. Before the dissolution of the agreement, the Client shall send the Supplier a written notice regarding the negligence and warn about the termination of the agreement if the Supplier does not remedy the non-compliance within reasonable time defined by the Client.

15 FORCE MAJEURE

- (1) Section 10 of JIT 2015 – General Terms and Conditions shall apply.

16 LIABILITY FOR DAMAGES

- (1) Each contracting party is entitled to be reimbursed for direct damages caused by the other party's breach of the agreement.
- (2) A party liable to pay a delay, service level or other contractual penalty or refund shall also compensate for damages in so far as the amount of the said damage exceeds the delay, service level or other contractual penalty or refund.
- (3) The maximum total amount of liability to be paid by one party to another is EUR 30,000, including any delay, service level or other contractual penalties or refunds.
- (4) A party to the agreement is not responsible for the destruction, loss or alteration of the other party's data or files, or for any resulting costs, such as the costs accrued due to data or file recreation. This section shall not, however, apply if the party assigned to attend to the usability and availability of the other party's data and files breaches this obligation.
- (5) The parties shall not be responsible for consequential damages.
- (6) The limitations of liability under these terms and conditions do not apply to damages caused by wilful misconduct or gross negligence, or a breach of professional secrecy, data security, data protection or intellectual property rights, or if a party has copied or used the product in violation of laws or the agreement, or breached export or disposal restrictions.

17 THIRD PARTY DAMAGES RESULTING FROM SUPPLIER'S BREACH OF AGREEMENT

- (1) If the Supplier causes damage to a third party when fulfilling obligations under this agreement, and if on some grounds the Client bears primary responsibility for the said damage, the Client is entitled to claim from the Supplier damages equal to those paid by the Client to the third party.
- (2) The limitations to liability presented in this agreement or its annexes do not apply to the liability for damages under this section.

18 TRANSFER OF THE AGREEMENT

- (1) The Supplier may not transfer the agreement, in whole or in part, to a third party without the consent of the Client. The Client may transfer the agreement to a third party who shall take over some or all of the Client's duties.

19 DISSOLVING THE AGREEMENT

- (1) In addition to the terms and conditions presented in Section 12 of JIT 2015 – General Terms and Conditions, the Client may dissolve this agreement, in whole or in part:
 - i. Due to repeated breaches of agreement by the Supplier;
 - ii. Due to repeated deviations in service quality; or
 - iii. Under sections 4.2 (6), 4.4 (5), 4.4 (7), 5.2 (2) or 9 (3) of this agreement.
- (2) In the event the agreement is dissolved, the Supplier is obliged to refund any payments made towards uncompleted parts of the Service.
- (3) If the agreement is dissolved under this section due to the fault of the Supplier before 12 months have passed from the acceptance of the Application, the Supplier shall refund all payments made by the Client for the Application, including the deployment project costs in their entirety.

20 TERMINATION OF THE AGREEMENT IN SPECIFIC SITUATIONS

- (1) If the Supplier meets a compulsory or optional exclusion criterion specified in sections 80 and 81 of the Act on Public Procurement (1397/2016), the Client is entitled to terminate the agreement with immediate effect, in whole or in part, even if the grounds for meeting the criterion had generated since the beginning of the contractual relationship.
- (2) The Client is entitled to terminate this agreement with immediate effect, in whole or in part, if due to a substantial change, the agreement has to be subjected to a new procurement procedure provided for by procurement legislation.

- (3) If the Supplier's negligence or violation, which fulfils any of the exclusion criteria provided for in the section (2) above, is particularly serious, the Client has the right to cancel the agreement in whole or in part.
- (4) The Client may also terminate the agreement based on the Supplier's economic and financial standing as per Section 14 (8).
- (5) If the Client terminates or dissolves the agreement under this section, the Supplier has the right to receive full payment for the work carried out by the date of expiry of the agreement, but not any other compensation due to the termination of the agreement. The Supplier is obliged to refund any payments made towards uncompleted parts of the Service.
- (6) If the agreement is dissolved under this section or Section 14 (8) due to the fault of the Supplier before 12 months have passed from the acceptance of the Application, the Supplier shall refund all payments made by the Client for the Application, including the deployment project costs in their entirety.

21 CHANGING THE AGREEMENT

- (1) Changes to this agreement shall be approved by both parties in writing.

22 DISPUTES AND APPLICABLE LAW

- (1) Any disagreements shall be resolved primarily by mutual negotiations.
- (2) If the negotiations prove unsuccessful, the dispute shall be resolved by the District Court of Helsinki.
- (3) This agreement shall be governed by the laws of Finland, excluding its provisions concerning conflict of laws.
- (4) Sections 22 and 23 of JIT 2015 – General Terms and Conditions shall not be applied.

23 COPIES OF THE AGREEMENT

This agreement has been prepared in two (2) original copies, one (1) for each party.

Date:

Date:

CLIENT

SUPPLIER

Name

Name

Position/Title

Position/Title

Name

Name

Position/Title

Position/Title