

## IT2018 EAP – SPECIAL TERMS AND CONDITIONS FOR CONSULTING AND OTHER PROFESSIONAL SERVICES

### 1 SCOPE OF APPLICATION

- 1.1** These special terms and conditions shall apply to consulting and other professional services (hereinafter jointly professional services).
- 1.2** In addition to these special terms and conditions, the IT2018 YSE general terms and conditions shall apply. In case of discrepancy between these special terms and conditions and the IT2018 YSE general terms and conditions, these special terms and conditions shall take precedence.

### 2 GENERAL RESPONSIBILITIES OF THE SUPPLIER

- 2.1** The supplier undertakes to perform the professional services in conformity with the agreement, with due care and with the professional skills required for the task.

### 3 GENERAL RESPONSIBILITIES OF THE CUSTOMER

- 3.1** The customer undertakes to perform in conformity with the agreement and with due care the tasks for which the customer is responsible.
- 3.2** The customer shall, in the agreed manner, provide the supplier with sufficient and correct information in order to perform the professional service. The customer shall be responsible for the information and instructions provided to the supplier.

### 4 PROFESSIONAL SERVICE AND ACCEPTANCE OF ITS RESULTS

- 4.1** The parties shall define the tasks included in the professional services and their time schedule in writing.
- 4.2** The professional service shall be performed using the supplier's working methods.
- 4.3** Each party shall reserve the necessary working space and tools for the performance of the professional service.
- 4.4** Each party shall contribute to the performance of the professional service with respect to factors under the command or control of that party. Each party undertakes to take such decisions as are necessary for the performance of the professional service without delay.
- 4.5** The supplier shall provide the customer with information on the progress of the provision of the professional service as agreed in writing. Unless otherwise agreed in writing, the supplier shall report on such progress in writing at least once per month and in the final report. If the professional service has not been agreed to be performed for a fixed price, the supplier shall also provide information on the working time used.

- 4.6** Unless otherwise agreed in writing, the customer shall, without undue delay, give its acceptance or observations to the supplier's written notice, intermediate or final report regarding the progress of the professional service and to the results of the professional service furnished by the supplier to the customer. If the customer does not submit such written observations within 7 days of receipt of the notice or intermediate report, the work included in the notice or intermediate report shall be deemed accepted. The work included in the final report or the results of the professional service furnished by the supplier to the customer shall be correspondingly deemed accepted if the customer does not make a written complaint within 30 days of receipt of the final report or results. If a final report or provision of the results of the professional service are not included in the professional service, the professional service shall be deemed accepted if the customer does not submit a written complaint within 30 days of the performance of the professional service.
- 4.7** If it has been agreed that the supplier is only entitled to use a person specified in the agreement for the performance of the professional service and this person is, for a reason beyond the control of the supplier (e.g. change of employment, prolonged illness or other comparable reason), not available to perform the professional service in conformity with the agreement, the supplier shall be obliged to assign another person with corresponding skills to perform the professional service in question. If the supplier is unable to nominate such a person or the customer does not accept the new person nominated by the supplier for a valid reason, either party shall have the right to terminate the professional service with immediate effect by giving written notice to the other party. In this case, neither party shall have the right to bring any claims against the other party pursuant to termination of the professional service, except that the supplier shall have the right to receive payment under the agreement for the part of the professional service performed prior to termination of the professional service in return for providing to the customer the results of that part of the professional service performed prior to termination of the professional service.
- 4.8** The supplier's liability for errors in the provision of the professional service shall be limited to correction of the error or repeating the professional service at its own expense, provided that the customer informs the supplier in writing of the error within the time limit for acceptance specified in section 4.6.

## **5 RIGHTS TO THE RESULTS OF THE PROFESSIONAL SERVICE**

- 5.1** Unless otherwise agreed in writing, intellectual property rights to the documents and other results produced as a result of provision of the professional service and the changes thereto made by the supplier shall belong to the supplier.
- 5.2** Unless otherwise agreed in writing, the customer and the companies belonging, according to the Accounting Act, to the same group of companies with the customer from time to time shall have the right to use the documents and other results produced as a result of the professional service in their internal operations. The right of use shall include a free right for the customer to copy and use the documents and other results produced as a result of the professional service as a basis for further work, and the right to make changes to them or have them otherwise modified. The customer may not sell or otherwise transfer the documents or other results produced as a result of the professional service to a third party except for the above-mentioned purpose.
- 5.3** The agreement shall not affect the rights related to such materials that the parties furnish to each other for the performance of the professional service.

## 6 VALIDITY AND TERMINATION

- 6.1** The agreement on professional services contracted for a fixed period shall expire without separate notice upon expiration of the time period, and the agreement on a specific professional service shall expire after the tasks related thereto have been performed.
- 6.2** Unless otherwise agreed in writing, the agreement on professional services contracted until further notice may be terminated by the customer by giving 1 months' written notice, and by the supplier by giving 3 months' written notice.

## 7 RECRUITMENT RESTRICTION

- 7.1** Neither party may engage a person who is or has been in the service of the other party and performs or has performed essential tasks relating to the professional service in question, or enter into any other agreement or otherwise agree on such arrangement, whose purpose is to obtain the work contribution of the person in question, until 6 months have passed from the termination or expiration of the professional service or employment in question, whichever first occurs.
- 7.2** In case of a breach of the recruitment restriction contained in section 7.1, the breaching party shall be liable to pay to the other party by way of liquidated damages an amount corresponding to 6 months' gross salary of the person in question.
- 7.3** The recruitment restriction shall not, however, apply if the employment of the person in question has been terminated for a reason attributable to the employer or if the recruitment occurs on the initiative of the person in question in response to a public job advertisement.