

IT2022 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, software development and other professional services (hereinafter jointly referred to as the “Professional Service”).
- 1.2 In addition to these special terms and conditions, the IT2022 YSE general terms and conditions shall apply. In case of any discrepancy between the special terms and conditions and the IT2022 YSE general terms and conditions, these special terms and conditions shall take precedence.

2 GENERAL RESPONSIBILITIES OF THE SUPPLIER

- 2.1 The supplier shall be responsible for ensuring that the Professional Service is performed in accordance 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 shall be responsible for ensuring that any tasks for which the customer is responsible are performed in accordance with the agreement and with due care.
- 3.2 The customer shall, in the agreed manner, provide the supplier with sufficient and correct information for the performance of the Professional Service. The customer shall be responsible for the information and instructions it provides to the supplier.

4 PROFESSIONAL SERVICE AND ACCEPTANCE OF ITS RESULTS

- 4.1 The parties shall specify the tasks included in the Professional Service and the schedule for the tasks in writing.
- 4.2 The Professional Service shall be performed using the supplier’s working methods.
- 4.3 The parties shall allocate the necessary working space and equipment for the provision of the Professional Service.
- 4.4 Each party shall be obligated to contribute to the provision of the Professional Service in respect of factors that the party manages or controls. Each party shall be responsible for ensuring that they make without delay any decisions that are necessary for the performance of the Professional Service.
- 4.5 The supplier shall update the customer in writing on the progress of the Professional Service in the agreed manner. Unless otherwise agreed in writing, the supplier shall provide information on the progress of the service in writing at least once a month and in the final report. If the Professional Service has not been agreed to be performed at a fixed price, the supplier shall also provide information on the actual working time used.
- 4.6 Unless agreed otherwise in writing, the customer shall provide without undue delay the customer’s acceptance or complaints concerning the supplier’s written notification or interim or final reports related to the progress of the Professional Service and concerning the results of the Professional Service furnished by the supplier to the customer. If the customer does not submit a written complaint within seven (7) days from receiving such information or interim reports, the work covered by the notification or interim report is deemed to be accepted. Correspondingly, the work covered by a final report or the results of the Professional Service furnished by the supplier to the customer are deemed to be accepted if the customer does not submit a written complaint within thirty (30) days from receiving the final report or results. If the Professional Service does not include a final report or a delivery of the results of the Professional Service, the Professional Service shall be deemed to be accepted if the customer does not submit a written complaint within 30 days of the provision of the Professional Service.

- 4.7 If it has been agreed that the supplier has the right to use only the person specified in the agreement for the performance of the Professional Service and this specific person is not available to perform the Professional Service in accordance with the agreement due to reasons not attributable to the supplier, such as change of employment, prolonged illness or a comparable reason, the supplier shall be obligated to assign another person with corresponding skills to perform the Professional Service in question. If the supplier is unable to propose a replacement or the customer, for a valid reason, does not accept the replacement proposed by the supplier, each party shall have the right to terminate the Professional Service in question with immediate effect by notifying the other party of this in writing. In this case, neither party shall have the right to make any claims against the other party due to the termination of the Professional Service, except for the supplier's right to receive a payment in accordance with the agreement for any Professional Service performed before the Professional Service terminated in return for providing the customer with the results of the Professional Service that the supplier performed before the Professional Service terminated.
- 4.8 The supplier's liability regarding any defects in the Professional Service shall be limited to the supplier rectifying the defect at its own expense, provided that the customer notifies the supplier of the defect in writing within the time limit for acceptance referred to in section 4.6.

5 RIGHTS TO THE RESULTS OF THE PROFESSIONAL SERVICE

- 5.1 Unless agreed otherwise in writing (for example, regarding the performance of Professional Services under the customer's supervision), the intellectual property rights to any documents and other results created through the Professional Service and any changes made thereto by the supplier shall belong to the supplier.
- 5.2 Unless otherwise agreed in writing, the customer and any companies belonging at the given time to the same group of companies with the customer, as referred to in the Accounting Act, shall have the right to use in their internal operations any documents and other results that are created as a result of the Professional Service. Within the limits of the right of use, the customer shall have the right to freely copy and use as a basis for further work the documents and other results created as a result of the Professional Service, in addition to which the customer shall have the right to otherwise make changes or have changes made to them. The customer shall have no right to sell or otherwise transfer to any third parties the documents or other results created as a result of the Professional Service except for the purpose referred to hereinabove.
- 5.3 The agreement shall not affect any rights related to material that the parties provide to each other for the performance of the Professional Service.

6 VALIDITY AND TERMINATION

- 6.1 A fixed-term agreement concluded for a Professional Service shall terminate without any separate notice of termination at the specified end date and an agreement concerning the performance of a specific Professional Service shall terminate when the duties covered by it have been performed.
- 6.2 Unless agreed otherwise in writing, an agreement on a Professional Service that is valid until further notice may be terminated in writing by the customer with one (1) months' notice and by the supplier with three (3) months' notice.

7 RECRUITMENT RESTRICTION

- 7.1 Neither party may employ a person who is employed or was employed by the other party if such a person performs or has performed essential duties related to the Professional Service in question, or otherwise enter into any other agreement or otherwise agree on any arrangements the purpose of which is to obtain the work contribution of the person in question until six (6) months have passed from the time the Professional Service or employment terminated, whichever is earlier.

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- 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 six (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.