IT2022 EVT – SPECIAL TERMS AND CONDITIONS FOR DELIVERIES OF STANDARD SOFTWARE

1 SCOPE OF APPLICATION

1.1   These special terms shall apply to the licensing of standard software.

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 these special terms and conditions and the IT2022 YSE general terms and conditions, these special terms and conditions shall take precedence.

2 DEFINITIONS

2.1   **Standard software** means software or a software component that is marketed or licensed to multiple customers, as well as any related manuals or other documentation and data media.

2.2   **New version of standard software** means standard software enhanced with new functional features.

2.3   **Manufacturer** means the supplier or a third party who owns the intellectual property rights to the deliverables.

2.4   There is a defect in standard software if the standard software does not function substantially in accordance with the specifications or if it otherwise does not correspond to what the parties have agreed in writing.

3 DELIVERY, INSTALLATION AND ACCEPTANCE OF DELIVERIES

3.1   The supplier shall deliver the standard software to the customer on the agreed delivery date.

3.2   The supplier shall provide the customer with a machine-readable version of the standard software and descriptions of any open interfaces specified by the manufacturer.

3.3   Unless agreed otherwise in writing, the supplier shall provide the customer with the standard software or instructions for downloading it over the data network. If it has been agreed that the standard software is delivered on a media, but the terms of delivery have not been agreed, the terms of delivery shall be "delivered to a location in Finland as referred to in the agreement" (TOP Finnterms 2001). The delivery shall include the user instructions required for the use of the standard software either in Finnish or English.

3.4   Unless agreed otherwise in writing, the customer shall be responsible for installing the standard software.

3.5   The customer shall at its own expense take any necessary measures to ensure that the operating environment for the standard software is compliant with the instructions provided by the supplier. If it has been agreed that the supplier is responsible for the installation, the supplier shall provide to the customer, well in advance, written instructions for ensuring that the operating environment is compliant with the supplier's instructions. In this case, the supplier shall have the right to inspect the operating environment at a jointly agreed time prior to the agreed installation time. If the supplier is not responsible for the installation, the supplier shall provide the customer with written instructions on how to ensure that the operating environment is compliant with the supplier's instructions or make such instructions available to the customer no later than in connection with the software delivery. In addition, the supplier shall, at the customer's request, provide the customer with any other information necessary to complete the installation.

3.6   If it has been agreed that the supplier is responsible for the installation, the customer shall provide the supplier with access to the premises where installation takes place for the purpose of performing the

installation at a mutually agreed time. The customer shall be responsible at its own expense for arranging the working space and storage facilities required for the installation.

3.7 Unless the parties have agreed on a separate acceptance test, the customer shall perform an acceptance inspection for the standard software within seven (7) days from the time the supplier delivered the standard software to the customer in accordance with the agreement. The customer shall notify the supplier in writing of any defects found in the delivery without undue delay and in sufficient detail.

3.8 Defects that do not substantially hinder the use of the standard software do not prevent the acceptance of the delivery. However, the supplier shall be obligated to rectify the defects as warranty work without undue delay.

3.9 If the customer is responsible for installing the standard software, the delivery shall be deemed to have taken place when the standard software and the written instructions for its installation have been delivered to the customer. If the supplier is responsible for installing the standard software, delivery shall be deemed to have taken place once the installation has been performed in an acceptable manner.

4 RIGHTS TO THE STANDARD SOFTWARE

4.1 The intellectual property rights to the standard software are owned by the manufacturer.

4.2 The customer shall receive a licence to use the standard software in accordance with the agreement. Unless agreed otherwise in writing, the customer receives a user-specific licence to use the standard software in its own internal operations. The customer shall have no right to use the standard software for providing any service centre or hosting services to third parties related to the use of the standard software without the advance written consent of the manufacturer.

4.3 The customer shall have the right to take a backup copy of the standard software if that is necessary for the use of the standard software, but the customer shall otherwise have no right to copy it or allow copies to be made even for private use. The copy shall contain the same copyright, trademark and other labels as the original software copy and it shall be subject to the same terms and conditions.

4.4 The customer shall have no right to make changes or have changes made to the standard software without the manufacturer's advance written consent.

4.5 The customer shall have no right to transfer the licence without the advance written consent of the manufacturer.

4.6 When the use of the standard software ends or the licence expires, the customer shall at the supplier's request and discretion either destroy or return the standard software and backup copies and any user manuals and other documentation related to the standard software that have been prepared by the supplier.

5 REPLACEMENT SOFTWARE AND CHANGES

5.1 With the customer's consent, the supplier may replace the standard software specified in the agreement with a new version of the standard software or with other software. In terms of functionality, performance and other features, such a new version of the standard software or other software shall substantially meet the specifications and other terms that the parties have agreed upon in writing. The terms and conditions agreed for the original standard software shall apply to the installation of a new version of the standard software or other software.

5.2 The supplier shall be entitled, prior to delivery and without prior notification to the customer, to make such modifications to the standard software which improve the standard software, provided that the standard software continues to substantially meet the specifications and other terms that the parties have agreed upon in writing.

6 WARRANTY

6.1   The supplier shall undertake to correct, free of charge and without undue delay, any errors in the standard software that the customer reports to the supplier in writing during the warranty period. An error may also be corrected with a workaround or by providing the customer with written instructions on how to circumvent the error if this can be done at no additional cost and without any substantial inconvenience to the customer. The warranty period shall be ninety (90) days from the date of delivery of the standard software.

6.2   The warranty shall be valid only if the standard software is used in the agreed operating environment or other environment specified by the supplier.

6.3   The supplier shall perform the warranty corrections at its discretion either from its own premises or in another appropriate manner.

6.4   The warranty shall not cover the correction of an error caused by (a) use that breaches the agreement or that is not compliant with the written instructions provided by the supplier, (b) a product of a party other than the supplier or (c) a change or correction made by the customer or a third party.

6.5   If it is established that the correction of an error reported by the customer is not covered by the warranty, the supplier shall have the right to charge for troubleshooting and locating the error in accordance with the agreed charging principles. In addition, the supplier shall have the right to charge the customer for any agreed error correction that is not covered by the warranty.

6.6   The supplier's liability for errors in the standard software shall be limited to fulfilment of the warranty obligations referred to in this section 6. After the expiry of the warranty, the supplier's liability for errors in the standard software is limited to the obligations of a maintenance or support agreement, if any.

7 AVAILABILITY OF SUPPORT AND MAINTENANCE

7.1   The supplier shall be responsible for ensuring that support and maintenance are available for the standard software for at least five (5) years from the date of delivery. The supplier shall also be responsible for ensuring that support and maintenance are available for each version of the standard software for at least twelve (12) months from the release of any subsequent new version of the standard software.

7.2   The supplier shall notify the customer in writing of the discontinuation of the availability of support and maintenance no later than six (6) months in advance.