

Terms and Conditions of Government IT Procurement

GENERAL TERMS AND CONDITIONS 2007

Contract date and no.: _____

Annex no.: ____

1 SCOPE

(1) These General Terms and Conditions of Government IT Procurement apply to the procurement of IT products and services by central government agencies; by state enterprises; by central government institutions and funds; and by municipalities and municipal federations, provided that these Terms and Conditions are referred to in the contract and unless otherwise agreed in writing.

(2) Depending on the nature and scope of the procurement, one or more of the following Special Terms and Conditions apply in addition to these General Terms and Conditions as specified in the contract:

- (i) Special Terms and Conditions for Procurement of Customized Applications (JIT 2007 – Applications)
- (ii) Special Terms and Conditions for Services (JIT 2007 – Services)
- (iii) Special Terms and Conditions for Consulting Services (JIT 2007 – Consulting)
- (iv) Special Terms and Conditions for Procurement of Standard Software (JIT 2007 – Standard Software)
- (v) Special Terms and Conditions for Procurement of Hardware (JIT 2007 – Hardware)

In case of conflict, the Special Terms and Conditions take precedence over these General Terms and Conditions.

2 DEFINITIONS

The following definitions apply both in these General Terms and Conditions and in the Special Terms and Conditions:

- 2.1 *Open source code.* Software whose use is subject to the user rights specified at <http://www.opensource.org/> or whose user rights include the stipulation of publishing or otherwise including the source code if the customer distributes the software to a third party.
- 2.2 *In writing.* As a combination of words, figures or numbers which can be read, reproduced and then communicated, including information sent or stored in electronic form.
- 2.3 *Taking into use.* Any and all tasks and measures required for taking a product or service into production use.
- 2.4 *Taking-into-use project.* A project run in connection with starting up a Service, as the result of which the Service specified in the contract can be taken into use.
- 2.5 *Equipment.* Any and all hardware and devices which is the object of the contract, and the device-specific software required to operate them, and related documentation.
- 2.6 *Handover.* The handover of a product or the end result of a service for inspection by the customer.
- 2.7 *Change.* Any alteration or addition to the originally agreed scope or content of the product or service concerned.
- 2.8 *Specifications.* Technical and functional specifications of the product or service concerned, agreed upon by the parties based on their respective requirements.
- 2.9 *Services.* Services to be provided by the supplier as specified in the contract, including any installation, training and other services to be provided by the supplier in connection with product delivery and required for fulfilling the supplier's contractual obligations.
- 2.10 *Service environment.* The technical infrastructure required for delivery and provision of the service specified in the contract, such as equipment, software and telecommunications connections, and the required user licences and their maintenance.
- 2.11 *Contract.* The contract signed between the parties concerning a product or service, including any and all annexes thereto and the General Terms and Conditions of Government IT Procurement and any of the Special Terms and Conditions specified above which are referred to in the contract. The parties to the contract are referred to as the supplier and the customer, or collectively as the parties.

- 2.12 *Customer's material.* Documents, written information, databases, software and other material which is the property of the customer, which is used in connection with the delivery of the product or service or is contained in them, and which is provided to the supplier for the purpose of delivery of the product or service.
- 2.13 *Customized Application.* A software application or part thereof custom-made for the customer; any extension, change, addition (including interfaces), configuration, parameterization made to standard software by the supplier at the customer's request; and any other software and materials supplied by the supplier as part of the implementation, e.g. conversion tools. A customized application may contain standard software if this is specifically agreed on in the contract. A customized application is considered to include the relevant documentation.
- 2.14 *Product.* The equipment, standard software and customized applications, which are the object of the contract, including relevant documentation.
- 2.15 *Standard software.* A software application or part thereof developed and marketed by the supplier or a third party, specified in the contract, including relevant documentation.
- 2.16 *Requirements.* The functional and technical requirements specified for the product or service in the contract and requirements concerning performance, purpose, information security and other issues.
- 2.17 *Error.* The product or service does not fulfil the agreed requirements or specifications, or does not function according to them, or does not conform to the documentation, or otherwise deviates from what is agreed in the contract.

3 CONTACT PERSONS

- (1) Both parties appoint a contact person whose duty is to monitor and control the implementation of the contract and to convey information regarding the implementation of the contract. Contact persons are not authorized to amend the contract. If a contact person is replaced, the contact person of the other party must be notified of this immediately in writing.

4 SUBCONTRACTING

- (1) Either party can employ subcontractors to fulfil their contractual obligations. A party employing a subcontractor is responsible for the work of that subcontractor as for

his own. The party is also responsible for ensuring that the subcontractor complies with that party's contractual obligations for his part.

5 OBJECT OF THE CONTRACT

(1) The product and service supplied must conform to the contract, be suitable for the agreed purpose and function as agreed. The supplier is responsible for the product and service fulfilling the requirements specified in the contract and the specifications agreed on by the parties in writing. If the specifications deviate from the requirements, the supplier must notify the customer of this in writing. The notification must indicate which requirements are not fulfilled. Changing the requirements is detailed in section 12.

(2) The product and service must at the time of delivery fulfil any and all requirements based on law or any decree or official instruction issued on the basis of legislations which are valid at the time of the signing of the contract or enacted at the time of the signing of the contract and scheduled to enter into force during the contract period. The customer is obliged to inform the supplier of any special legislation or official instructions which apply to the customer and pertain to the product or service agreed on.

(3) Unless otherwise agreed in writing, the product and service include any and all end results and documentation, certificates, licences and other documents required for the immediate use of the product or service in accordance with the contract.

(4) Training and user instructions required for the immediate use of the product or service must be provided in Finnish unless otherwise agreed in writing. The technical documentation may be in Finnish or English.

6 INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENTS

(1) Unless otherwise agreed in the contract, the applicable JIT 2007 Special Terms and Conditions apply to the intellectual property rights and user rights involved in the product and service in addition to these General Terms and Conditions.

(2) The supplier is responsible for ensuring that the products or services supplied under the contract, when used in accordance with the contract, do not violate any third-party patent rights, copyright or other intellectual property rights valid in Finland. If any claims are presented against the customer concerning intellectual property rights related to the use of the product or service, the supplier undertakes to indemnify the customer against such claims at the supplier's own expense. The supplier is responsible for ensur-

ing that no legal costs, damages, other compensation to a third party or other liabilities towards a third party are incurred by the customer through claims or liabilities arising from intellectual property rights in the product or service. The customer must notify the supplier in writing and without undue delay of any such claims. The customer must give the supplier any and all information and other support required for successfully addressing such claims. The customer is entitled to take any and all action necessary for responding to such claims until such time as the supplier appoints a party to manage the matter to the satisfaction of the customer. The customer cannot unreasonably withhold consent to the appointment of any such party by the supplier.

(3) If the parties decide, or if a legally valid decision declares that the use of the product or service in accordance with the contract infringes upon the intellectual property rights of a third party, the supplier must obtain, at the supplier's expense, the user rights required for the customer to continue using the product or service in accordance with the contract. Alternatively, the supplier can deliver a replacement product and its installation free of charge, or change the original product or service so that its use no longer infringes upon the intellectual property rights of a third party. If none of the above are possible, either party has the right to cancel this contract to the extent to which its provisions cause infringement, with the consequences provided for in section 22(7). If the object of the contract remains materially unfulfilled due to the infringement, the contract can be cancelled completely.

(4) Notwithstanding the above, the supplier is not liable and the customer is not entitled to cancel the contract if the claim of infringement: (i) is due to changes to the product or service made by the customer without the supplier's approval; (ii) is due to the supplier following written instructions issued by the customer; (iii) is solely due to the product being used together with materials or equipment which were not part of the delivery and the use of which was not agreed upon by the parties; or (iv) could have been avoided by using the most recent published version of the product, and the customer would not have incurred any extra cost through the product or its introduction.

(5) The supplier is only liable for infringement of intellectual property rights to the extent specified in sections 6(2), 6(3) and 22(7).

(6) The limitation on liability provided for in section 21(1) does not apply to any liability arising from infringement of intellectual property rights referred to above in sections 6(2) and 6(3).

7 TRIAL USE

(1) The customer and supplier can agree on trial use of the product to establish whether the product is suitable for the customer's needs and whether it fulfils the requirements of the contract.

(2) Trial use lasts for a period of 3 months, unless otherwise agreed. During the trial use period, the customer can terminate the contract concerning the product being tested, without giving a reason for termination.

(3) On termination of the contract, the customer will immediately return the products being tested and all relevant documentation and other materials, in good condition. Both parties are liable for their own costs incurred through the trial use.

8 INSTALLATION

(1) Unless otherwise agreed, the customer is responsible for installing the product according to the supplier's instructions.

9 HANDOVER

(1) The supplier hands over the product or end result of the service for inspection by the customer at the time(s) specified in the contract. Handover can be made before the time specified if the customer agrees to this. If handover is delayed, the parties must agree on a new handover date.

(2) Unless otherwise agreed, the terms of delivery are 'Delivered to a place specified by the client' (TOP, Finnterms 2001).

10 ACCEPTANCE INSPECTION

(1) Unless otherwise agreed, the customer will inspect the product or the end result of the service within 15 days of the supplier handing over the product or the end result of the service for inspection in accordance with the contract. For software, the acceptance inspection must be carried out within 30 days. The supplier assists the customer in carrying out the acceptance inspection as agreed. The deadline for the acceptance inspection will be extended by any reasonable amount of time required by the customer for inspecting and accepting corrections made to any errors.

(2) Unless otherwise agreed, the customer will perform an inspection on agreed interim phases of delivery within 7 days of the supplier notifying the customer in writing that the inspection can be started. An interim inspection does not discharge the supplier from liability for errors which may emerge in subsequent interim inspections, nor does it prevent the customer from declaring an error in the product or end result of the service as per section 10(3). The following phase may not be started before the inspection of the previous phase has been approved.

(3) The customer must notify the supplier without delay in writing of any errors noted in the product or end result of the service, though no later than within 3 working days of the expiry of the time period reserved for the acceptance inspection.

(4) Minor errors or shortcomings noted in the product or end result of the service shall not prevent acceptance. However, the supplier is required to correct such errors or shortcomings at no extra cost and without unreasonable delay.

(5) If the customer has not submitted a notification on errors within the time specified above in section 10(3), or if the customer has started using the product or end result of the service, the customer is considered to have accepted the product or end result of the service.

(6) Both parties are liable for their own expenses incurred in the performing of the inspection.

11 ACCEPTING DELIVERY

(1) Unless otherwise agreed, delivery is considered to have been completed when the product or end result of the service has been accepted as per section 10 and the supplier has fulfilled all his contractual obligations related to the taking into use of the product or end result of the service.

12 CHANGES

(1) Any and all changes, and their impact on the delivery deadlines or price, must be agreed in writing through a mutually agreed procedure.

(2) The customer is liable for compensation for changes which cause the supplier extra work and extra costs, provided that it has been agreed on beforehand in writing that the supplier may charge extra costs to the customer.

13 PRICE AND PRICING PRINCIPLES

(1) If the public fees set by the authorities or the tax rate or basis of value-added tax changes because of amendments to legislation or changes in taxation, the prices of products and services will be revised accordingly.

(2) If the supplier's general price list changes during the period of validity of the tender or during the contract period in such a way that the price valid on the date of delivery would be more advantageous to the customer than the price quoted in the tender or the order, the supplier will apply the price valid on the date of delivery, unless otherwise agreed.

(3) If the customer is entitled to quantity discounts on the basis of a valid contract, these discounts also apply to new versions and extensions of the product.

(4) During the contract period, the supplier may once every calendar year revise any regular charges in accordance with general cost trends, unless such regular charges have been agreed at a fixed rate. The increase may not exceed two per cent (2%). If the general price of products and services decreases, the supplier will take this into account in pricing. If the supplier increases a regular charge, the supplier must notify the customer of this in writing at least two (2) months before the beginning of the billing period in which the change will take effect. If the customer so requires, the supplier must submit a report on the cost trends underlying the increase.

(5) If agreement cannot be reached on a price adjustment, the customer is entitled to terminate the contract with regard to the relevant product or service at a date of his choosing. Notification of termination must be submitted to the supplier in writing before the date on which the new prices would come into effect. The customer is also entitled to terminate the contract with regard to any products and services which can no longer be used for their agreed purpose as a consequence of the termination referred to above. If the customer terminates the contract, the supplier is obliged to apply the unchanged prices for a period of six months following the termination notification.

(6) Unless otherwise agreed, the product or service price includes travel costs, accommodation costs, daily allowances and overtime pay, which will not be billed separately. The supplier is also not entitled to bill for travelling time. If it is specified in the contract that the supplier is entitled to bill for travel and accommodation costs and the parties have agreed on such travel beforehand, the customer will pay the supplier reasonable travel and accommodation costs as per the State's Travelling Regulations. However, the

supplier may not bill travel expenses for trips to locations less than 30 km from the supplier's location. Unless otherwise agreed, the supplier bills for no travelling time for trips of less than 30 km and for half of the travelling time for trips of more than 30 km.

14 TERMS OF PAYMENT

(1) Payment is based on an invoice. Unless otherwise agreed, the terms of payment are 30 days net from the dispatch date of the invoice.

(2) Unless otherwise agreed, the supplier may bill the agreed payments when the customer has accepted the respective delivery or part thereof in writing. Regular charges are billed by the supplier afterwards, based on agreed billing periods. Invoices must contain a sufficiently detailed itemization of the grounds for billing.

(3) If the contract requires the customer to pay an advance fee, the supplier must before payment of the advance fee post a security with and to the satisfaction of the customer at least 15% greater than the advance fee. This security must be valid for at least one month beyond the delivery time specified in the contract, and the supplier must extend this period of validity if delivery is delayed. The supplier is liable for any costs incurred through posting the security.

(4) If the customer does not pay a correctly submitted invoice by the due date, the supplier is entitled to charge penalty interest as per the Interest Act and according to the interest rates valid during the period of delay.

(5) If a clear and uncontested payment is unreasonably delayed for more than 30 days, the supplier is entitled to cease fulfilling his contractual obligations. The supplier must notify the customer of such a cessation in writing at least 15 days before implementing it.

15 TRANSFER OF LIABILITY FOR RISK, AND SUPPLIER'S LIABILITY FOR CUSTOMER'S PRODUCTS

(1) Liability for risk is transferred to the customer when the product has been transferred to the customer as per the terms of delivery.

(2) The supplier is liable for any products, parts or materials delivered by the customer to the supplier for the purpose of repairs or hosting services.

16 ERROR

(1) The product and end result of the service must be free of errors. The supplier will find out the cause for any error at his own expense and correct it without delay. The supplier is free from liability for an error only if he can demonstrate that it is attributable to factors which are the customer's responsibility. If the error is not attributable to the supplier, the supplier is entitled to charge for the work involved in finding out its cause and correcting it according to what has been agreed or, if not otherwise agreed, according to his current price list.

(2) If in the acceptance inspection an error is discovered in the product or end result of the service that prevents the taking into use of the product or end result of the service for its intended purpose, the customer is entitled to withhold payment of the purchase price for the portion of the delivery affected by the error until such time as the supplier removes it. Moreover, the supplier will pay the customer a contractual penalty as per section 18 for the period between the customer submitting the error notification and the supplier removing the error insofar as this period of time exceeds the agreed delivery time.

(3) Notwithstanding the above, the supplier is not liable for a contractual penalty if the error discovered is a minor one, or if the supplier repairs it immediately.

17 WARRANTY

(1) The supplier gives the product and end result of the service a warranty as specified in the contract. Unless otherwise agreed, the warranty provisions given here shall apply.

(2) The warranty period is three months from the time when the product or end result of the service is accepted in the acceptance inspection referred to in section 10.

(3) During the warranty period, the supplier must correct any errors discovered in the product or end result of the service, immediately and at his own expense, or replace the faulty product or end result of the service with a new one. Warranty repairs include making the relevant changes in the documentation.

(4) The supplier's warranty does not extend to errors caused by the product or end result of the service being used in contravention of written instructions issued by the supplier or of the contract. It also does not extend to errors caused through normal wear and tear or to damage not due to the supplier. The warranty also does not extend to the prod-

uct or end result of the service to the extent that the customer has made or commissioned from a third party any changes to the product or end result of the service without the consent of the supplier in writing.

(5) The supplier will carry out warranty repairs at the customer's premises, unless otherwise specified in the contract. The product or end result of the service to be repaired must be placed at the disposal of the supplier for the required period of time during the supplier's normal working hours.

(6) If warranty repairs are carried out at the supplier's premises, the customer must deliver the product or end result of the service to a location designated by the supplier in Finland. The supplier is liable for any and all expenses incurred in delivering the product or end result of the service for warranty repairs and in returning it.

(7) The warranty period for the product or end result of the service will be extended by the period of time during which the product or service was unusable because of an error, but not beyond twice the original warranty period.

(8) If the supplier does not fulfil his warranty obligations within a reasonable time of the customer submitting a notification of an error, the customer is entitled to have the necessary repairs carried out by a third party and to claim compensation equal to the costs of same from the supplier as per section 21. The customer must notify the supplier in advance of such repairs. The customer is also entitled to claim compensation or a reduction in price in lieu of carrying out repairs.

(9) If the parties agree on the use of open source code, the supplier will inform the customer in advance of the terms of the user rights and of any other terms and conditions and restrictions with which the customer must comply in using open source code. Unless otherwise agreed, the supplier is responsible for ensuring that the use of open source code according to the contract does not lead to the terms of the user rights for open source code software being applied to the supplier's other software.

18 DELAY

(1) If either party realizes that the fulfilment of his contractual obligations will be delayed, or considers such a delay likely, that party must immediately inform the other party in writing of the delay and its impact on the fulfilment of the contract. In the case of delay on the part of the supplier, the supplier must notify the customer of the new delivery date as soon as possible.

(2) If delivery is delayed for any reason which is not due to the customer and which is not force majeure, the supplier will pay the customer a contractual penalty for each beginning period of 7 days by which the supplier exceeds the deadline for the delivery or part thereof specified in the contract. The penalty for each such period will be 0.5% of the sales price of the delayed product or service or, in the case of a continuous service, of the calculated price for 12 months of the service unavailable due to the delay. The total amount of the contractual penalty must not exceed 7.5% of the price as defined above, however. The contractual penalty is not dependent on the amount of damage caused by the delay. A delay in delivering documentation or information the unavailability of which prevents use of the product or service is considered tantamount to a delay in delivering the product or service.

(3) The customer is entitled to deduct the contractual penalty from payments due to the supplier for the product or service in question.

(4) The supplier is not entitled to a contractual penalty for a delay due to the customer.

19 REPLACEMENT PRODUCTS

(1) The supplier can, if the customer agrees, replace products specified in the contract with other products. The replacement products must fulfil the requirements entered in the contract, and their capacity, performance and information security must be at least as good as those of the original products.

20 FORCE MAJEURE

(1) Force majeure is defined as an unusual and relevant occurrence, happening after the signing of the contract and preventing the fulfilment of the contract, which the parties cannot be expected to have taken into account when signing the contract, which is beyond the control of both parties, and whose consequences cannot be prevented without unreasonable additional cost or waste of time. Such occurrences include (but are not limited to) war, mutiny, expropriation or confiscation for public needs, embargo on imports or exports, natural catastrophe, interruption in public transport or energy distribution, industrial action, fire, or any other occurrence of unusual and devastating impact beyond the control of the parties.

(2) If the fulfilment of a party's contractual obligations is prevented due to force majeure, the deadline for that fulfilment will be extended for as long as is reasonable considering the circumstances.

(3) Parties must immediately notify one another in writing of the occurrence of force majeure, and also when force majeure ceases.

(4) Force majeure affecting a subcontractor of either party is construed as force majeure affecting that party, if the subcontracted performance in question cannot be obtained elsewhere without unreasonable cost or waste of time.

21 LIABILITY FOR DAMAGES

(1) The customer is entitled to compensation for direct damage caused by delays or other breaches of contract on the part of the supplier to the extent by which the damage exceeds the contractual penalty and the agreed service level sanctions. If the delay or breach of contract, and the damage thereby caused, are not due to negligence on the part of the supplier, the compensation shall be no more than 7.5% of the price of the products or services involved or, in the case of a continuous service, of the calculated price for 12 months of the service. If the damage is due to negligence on part of the supplier, the maximum compensation is equal to the total price of the products or services involved or, in the case of a continuous service, the total calculated price for 12 months of the service. The customer is not entitled to compensation for indirect damage.

(2) The supplier is entitled to compensation for direct damage caused by a breach of contract on part of the customer. The maximum compensation is the total price of the products or services involved or, in the case of a continuous service, the total calculated price for 12 months of the service. The supplier is not entitled to compensation for indirect damage.

(3) Unless otherwise agreed, the supplier is not liable for the destruction, disappearance or alteration of data or for any damage thereby caused. However, the supplier is liable for the costs incurred in restoring such data if it has been agreed that the supplier is responsible for making and verifying backup copies.

(4) The limitations on liability specified herein shall not apply in a case where either party has caused damage deliberately or through gross negligence, or has violated the confidentiality requirement or infringed intellectual property rights, or has copied or used

the product illegally or in breach of the contract, or has violated export and disclosure limitations.

22 CANCELLATION OF THE CONTRACT AND DISCOUNT

(1) A party is entitled to cancel the contract in whole or in part in the following cases:

- (i) Fulfilment of the contract is delayed by more than 4 months due to established force majeure.
- (ii) The conditions specified in section 6(3) are fulfilled.
- (iii) The other party has materially breached his contractual obligations. If the breach is reparable, the non-breaching party is only entitled to cancel the contract if the party responsible for the breach does not correct the breach within a reasonable time of being notified in writing of it by the non-breaching party.

(2) The following will always constitute a material breach of the contract:

- (i) The product, due to errors that have appeared in it or the waiting times or repair times involved in correcting those errors, proves to be of such poor quality or so faulty that it is fully or essentially unusable for its agreed purpose for a total of 30 days or more during the warranty period.
- (ii) The supplier does not fulfil his contractual obligations by the agreed deadline and cannot demonstrate that this was due to force majeure or caused by the customer. Also, the delay has lasted for more than one third of the agreed delivery time but for at least 14 days or, if the delivery time is more than a year, for more than 4 months. Notwithstanding these time periods, the customer is always entitled to cancel the contract if the delay has a substantial impact and if the supplier has been aware of this impact.
- (iii) A clear and uncontested payment of substantial size is delayed by more than 45 days through reasons not due to the supplier or force majeure, and at least 15 days before cancellation the supplier has notified the customer in writing of the delay and the threat of cancellation.

- (3) Cancellation must be notified in writing.
- (4) If the contract is cancelled for any other reason than that referred to in section 6(3), the supplier will return to the customer the purchase price paid, and the customer will return the products to the supplier. Instead of returning the product, the customer can cease using the product or part thereof in question, if the product or part thereof cannot be returned without materially impairing the use of the rest of the product or service, or if it cannot be returned without incurring unreasonable expense.
- (5) In the case of a service, the fees paid will not be returned except for fees for which the customer has not received the corresponding service. The customer is liable to compensate the supplier for any unpaid services performed as per contract.
- (6) If the customer cancels the contract, the supplier must pay the customer penalty interest as per the Interest Act (633/1982) on each returned payment for the period from its original payment date to its repayment date.
- (7) If the contract is cancelled for the reason referred to in section 6(3), the customer will cease using the product, service or end result of the service and return it to the supplier to the extent that this is possible. The compensation from the supplier to the customer will be the residual value of the product calculated in proportion to the period of use of the product and the normal write-off period of the product.
- (8) If the contract is cancelled for any other reason than that referred to in section 6(3), the terminating party is entitled to compensation as per section 21.
- (9) The customer may, instead of cancelling the contract or a part thereof, request a reasonable reduction in price from the supplier. However, this option does not apply in cases where there is an error in the service and the supplier is liable to a contractual penalty for failing to provide the agreed level of service.

23 TERMINATION OF THE CONTRACT DUE TO CHANGED CIRCUMSTANCES

- (1) The customer is entitled to terminate the contract effective immediately if there has been a material change in the circumstances of the supplier and the customer demonstrates that he would not have entered into a contract with the supplier if the customer had been aware of this change in circumstances at the time of signing the contract. In such a case, the supplier is entitled to receive payment in full for work completed and

products delivered by the time of termination but is not entitled to any further compensation due to termination.

24 DUTY TO GIVE NOTICE

(1) Either party will immediately inform the other party in writing of any matters which are of material significance to the fulfilling of the contractual obligations of this contract.

25 ASSIGNMENT OF THE CONTRACT

(1) Unless otherwise agreed, a customer who is part of the central government is entitled to assign the rights and obligations arising from this contract to another part of the central government to which the customer's duties are transferred. The supplier must be notified in advance in writing of such an assignment. Any other transfer of this contract may only be undertaken by an assignment contract signed by both parties.

26 CONFIDENTIALITY

(1) The customer, being a public body, complies with the provisions on confidentiality and publicity contained in the Act on the Openness of Government Activities (621/1999) and other relevant legislation.

(2) The parties undertake to keep confidential any material received by one from the other which is marked confidential or is to be considered a business secret, and undertake not to use such material for any other purpose than the fulfilment of the contractual obligations of this contract. However, the customer is obliged to comply with the legislative provisions referred to in section 26(1). The parties are responsible for ensuring that all the subcontractors they employ also comply with this requirement. Either party is entitled, if justifiable reason exists, to require employees of the other party or of a subcontractor of the other party to sign a separate confidentiality contract. This confidentiality clause will survive the expiry of the contract.

(3) Confidentiality does not apply to information which is generally available or public, or which a party has legally obtained from some other source than the other party.

(4) The parties undertake to ensure each for their part that legislation and official instructions on privacy protection and confidentiality are complied with.

(5) If the contract or a commission expires or is cancelled, each party undertakes to return to the other party any confidential material belonging to the other party or, if the other party consents, to destroy it. However, material may not be destroyed if the law or official instructions require it to be retained.

(6) Each party is entitled to use the professional competence and experience acquired in connection with the delivery.

27 INFORMATION SECURITY AND PRIVACY PROTECTION

(1) The supplier must comply with good information management as referred to in the Act on the Openness of Government Activities (621/1999) and any other information security arrangements which the parties may have agreed on in order to ensure information security and privacy protection.

(2) The supplier must ensure that the equipment he owns and the facilities he uses for service production are appropriately protected against information security risks and that protection and backup procedures are followed. The customer is similarly responsible for his own facilities.

(3) The supplier complies with good information processing practice as referred to in the Personal Data Act (523/1999), information protection regulations and other legislation on information protection.

(4) The supplier attends to the appropriate protection of information processed by him against illegal or accidental loss or destruction.

(5) The supplier and customer can separately agree on the implementation of updates pertaining to the information security of hardware and software suppliers. The supplier undertakes to monitor published bulletins regularly and to recommend action to the customer as required.

28 EXPORT

(1) The products and related materials and information may not be transferred to a third party for export purposes without the permission of the supplier or a competent authority, or in violation of their orders.

29 AMENDMENT TO THE CONTRACT

- (1) This contract may only be amended by an amendment contract signed by both parties.

30 SETTLEMENT OF DISPUTES

- (1) Disputes arising from this contract are primarily resolved through negotiation.
- (2) If a dispute cannot be resolved through negotiation, the matter will be submitted to a local court of law in the defendant's domicile.
- (3) If the parties agree, the matter can also be submitted to arbitration.

31 APPLICABLE LAW

- (1) This contract is governed by Finnish law.