

1 Description and terms and conditions of service

- 1.1 These terms and conditions of service are applicable to the provision of the ePerehdytys software service and submission of reports derived from the software service by Suomen Rakennusmedia Oy ("Service Provider") to the Customer ("Customer") at a current address ePerehdytys.mmg.fi.
- 1.2 The object of the Contract is an on-line introductory instruction / training software solution for promoting occupational safety ("Service"), which conforms to the respective service description. The Service enables all persons who commence work at the Customer's construction site to complete the "ePerehdytys" on-line course in a suitable understandable language (Finnish, Swedish, English, Estonian, Latvian, Lithuanian, Polish, Russian), thereby ensuring implementation of occupational safety measures.
- 1.3 Successful completion of introductory instructions in the Service (ePerehdytys) is registered in the on-line training environment eOppimisalusta. Each successfully completed ePerehdytys on-line training will be valid for 12 months at all Finnish construction sites. After expiry of this period, the training should be repeated in the ePerehdytys Service. The Service also provides access to data (incl. on completion of ePerehdytys on-line training) in an easily readable and usable format (referred to individually as "Report"). The data on completed ePerehdytys on-line courses are automatically transmitted from the eOppimisalusta on-line training environment to the Taitorekisteri professional qualifications register of the company Suomen Tilajavastuu Oy, enabling third parties to search a User's ePerehdytys training data by reading the User's Valti card with a card reader compatible with the Valti card system or by performing a search directly in the Taitorekisteri professional qualifications register via the on-line training data interface. These terms and conditions are hereinafter referred to as "Terms", the customer is referred to as the "Customer", the order contract is referred to as an "Order" and the resulting aggregate contract is referred to as "Contract".

2 Using the Service

- 2.1 The Customer can order the Service for an employee through SVT's Ilmoita service.
- 2.2 Each User of the Service ("User") is first directed to the authentication service offered by Suomen Tilajavastuu Oy ("STV"). After successful completion of authentication, the User is directed back to the Service with an authentication code.
- 2.3 When logging in to the Service for the first time, each User is required to accept the terms and conditions of the Service and consent to the pro-

cessing of personal data for the purposes of the Service. The acceptance and consent are granted via an electronic procedure. The Customer is required to inform Users that their data can be forwarded to the partners of the Service Provider (e.g., the Valti card system managed by STV or the Taitorekisteri professional qualifications system), from where the data can be further forwarded to third parties, such as a customer's company, the general contractor working on a shared construction site or the contracting entity / developer of the construction works, subject to applicable legislation, the conditions of use of the Taitorekisteri professional qualifications register and data protection regulations, and for the purposes of performing contractual obligations and promoting occupational safety. The Service Provider may notify Users of expiry of their performance certification via text message.

- 2.4 The Customer is responsible for making sure that the Service is used in accordance with applicable laws and regulations, including any provisions or regulatory practices applicable specifically to the processing of personal data. The Customer is responsible for instructing its Users and for making sure that Users accept the terms referred to in subsection 2.2 and grant the required consents.
- 2.5 The Customer or a User does not have the right to assign the usage rights (licence) of the Services or any contracts concluded with regard to the Service to any third parties without a consent of the Service Provider.
- 2.6 If the Customer or a User breaches a contract condition, the Service Provider may suspend the respective user credentials for the period of investigation of the breach and/or cancel the Contract.
- 2.7 The Customer warrants that the Customer's employees have granted their full consent for processing and transmitting their data in the Service to the extent described in the personal data register rules of STV.

3 Service charges

- 3.1 The Customer pays the Service Provider an amount which is based on the number of ePerehdytys on-line courses specified in an Order or on the number of Reports. The prices of any other services of the Service Provider are determined in accordance with the applicable price list.
- 3.2 The charges are paid post-factum on a monthly basis according to the number of orders for ePerehdytys on-line courses made within the respective month, unless specified otherwise in an Order. Any eventual other charges are settled after the provision of respective services or on the basis of a separate offer.
- 3.3 The payment term of invoices is net 14 days. Interest on late payments is calculated according to the Finnish Interest Act (Korkolaki). The prices

are listed without value-added tax, which will be added to all prices. The Service Provider has the right to adjust prices by notifying the Customer in writing at least three months before the effective date of the new prices. If the Customer does not accept an upward adjustment of prices, the Customer has the right to cancel the Contract within 30 days from receiving the notice, effective from the notified effective date of the new prices.

- 3.4 The Service Provider may commission the submission of Service invoices from STV. An annual prepayment invoice is submitted to the Customer for the right to use the Service. The first invoice is submitted at the end of the calendar month when the first ePerehdytys on-line course was ordered for an employee. The Service order remains valid without a fixed term until the Customer deletes the Service user rights of its employee in STV's Ilmoita service. The invoice for the next 12-month settlement period is submitted one year after the date of the first order.

4 Support, administration and other services

- 4.1 The charge of an ordered Service includes without separate settlement the conventional data protection, backup and support services of the Service Provider, as well as management of software tools in the service provision environment used by the Service Provider.
- 4.2 The Service Provider is responsible for the availability of the Service and for identifying and eliminating any Service failures within regular working hours. If the Service Provider is notified of a Service failure during regular working hours, the identification of causes will commence without undue delay.
- The support services include telephone and e-mail support during regular working hours of the Service Provider, from 9 a.m. to 5 p.m. (Mon-Fri, except for public holidays that fall on weekdays).
- 4.3 The Service Provider has the right to restrict the Customer's and/or a User's access to the Service for a period if this is necessary for proper functioning of the Service.

5 Intellectual property rights

- 5.1 Any copyrights and other intellectual property rights related to the Service belong to the Service Provider (or any licensors of the Service Provider). A Main Customer, the Customer and/or a User is granted a limited right of use for the Services in accordance with the Contract and applicable permissions. The Customer has the right to use the Reports obtained from the Service internally for developing the service.

6 Confidentiality and privacy

- 6.1 A Party undertakes to maintain confidentiality of any operational and business secrets obtained from the other Party in connection with the Contract or with the use of the Service, and to refrain from using them for any other purpose than for using the Service in accordance with the Service description. The Parties undertake to address the issues of privacy in accordance with the good practice of data processing and the established practice in the field.
- 6.2 However, the confidentiality requirement is not applicable to documents and information, which: (a) are publicly available or otherwise in the public domain or are disclosed at a later date without a breach of the Contract or other non-performance of a Party; (b) are obtained by a Party from a third party without a confidentiality requirement; (c) have been in the possession of a Party without a valid confidentiality requirement before they were obtained from the other Party; or (d) which have been developed independently by a Party.
- 6.3 Unless a different agreement is reached with regard to the return of documents, confidential information and all copies thereof shall be destroyed upon termination of the Contract or if a Party submits a respective written request during the term of the Contract. The confidentiality provisions of this section remain valid for the term of the Contract and 24 months after expiry of the Contract.

7 Term and expiry of the Contract

- 7.1 The Contract enters into force from the moment of being signed by both Parties.
- 7.2 In connection with a transfer or reorganisation of business, the Service Provider has the right to transfer the Contract, including any resulting rights and obligations, to a third party that will continue the activities specified in the Contract. The Customer must be notified in writing of any transfer. Furthermore, the Service Provider has the right to assign any claims arising from the Contract to third parties.
- 7.3 The Contract is valid for 12 months and is always extended automatically for another 12-month period if neither Party cancels the contract in writing three months before the end of the current term.
- 7.4 Whenever applicable, the above cancellation procedure will also be used to any other services provided by the Service Provider during the terms of the Contract. Licence fees or any pre-paid service charges are not refundable upon expiry of the Contract.
- 7.5 In addition to the provisions in Section 2, a Party may cancel the Contract without observing the term of advance notice if the other Party breaches the terms and conditions of the Contract and does not rectify the breach within 30

days after receipt of a written request regarding rectification of the breach.

- 7.6 If the Customer fails to pay a contractual invoice by the due date, the Service Provider has the right to discontinue providing the Service to the Customer until full payment of the invoice.
- 7.7 The Service Provider has the right to monitor the use of the Service to ensure that the Service is used according to the Contract.

8 Limited liability

- 8.1 If the Customer or a User suffers damages related to paid services as a consequence of this contractual relationship or the use of the Service, the liability of the Service Provider is limited to the damages caused to the respective parties directly by the Service Provider. In all cases, the Service Provider's compensation liability is limited to the total amount of payments made by the Customer to the Service Provider within the preceding 12 months, excluding VAT. The Service Provider is not liable for any indirect damages to the Customer. The Service Provider is not liable to the Main Customer or the Customer for any direct or indirect damages related to free services. The Service Provider is not responsible for the accuracy or reliability of any data included in or obtained through the Service, nor for faultlessness of any products or services marketed through the Service or for the accuracy of respective information.

9 Jurisdiction and applicable law

- 9.1 The Contract and the Service are subject to the Finnish law, unless required otherwise by the conflict of laws rule. Any disputes shall be settled at a court of first instance in Helsinki in accordance with the Finnish law.