

1 APPLICATION AND DEFINITIONS

Oikotie's general terms of delivery shall apply to the Services sold to the Customer by Oikotie and shall constitute part of the agreement signed between Oikotie and the Customer.

"**Customer**" denotes a Party who has purchased an Oikotie product or service.

"**Service**" denotes the product and the related maintenance and customer services as specified in the agreement between Oikotie and the Customer.

"**Access Credentials**" denotes the user account, password and/or Internet address provided to the Customer by Oikotie.

2 OIKOTIE'S RIGHTS AND RESPONSIBILITIES

Oikotie is entitled to produce the Services specified in this Agreement in the manner it deems most appropriate. Oikotie is also entitled to consult subcontractors in producing the Services. Oikotie shall be responsible for the work of its subcontractors at terms that are identical to Oikotie's responsibility of Oikotie's own work.

Oikotie is entitled to temporarily suspend the production of Service if an interruption is necessitated by an order issued by authorities, development work, software or hardware error, maintenance work or other comparable reasons. Oikotie shall seek to ensure that the interruption remains as short as possible and that it causes as little harm to the Customer as possible.

Oikotie is entitled to make modifications to the Service, the use of the Service, and the technology used for producing the Service.

Oikotie is entitled to discontinue the production of the Service or an individual feature of the Service on justified grounds.

The Customer is entitled to terminate this Agreement upon the reception of a notice of termination of or material modification to the Service. The Agreement can be terminated on the effective date of such modification. However, minor modifications made by Oikotie to the Services, the use of the Service or the technologies used to produce the Service shall not be considered grounds for the Customer to terminate this Agreement, provided that the modifications do not materially weaken the Services available to the Customer.

Oikotie shall be responsible for holding the necessary immaterial and other rights for the Service software and Service materials that are produced by Oikotie.

3 CUSTOMER'S RIGHTS AND RESPONSIBILITIES

This Agreement furnishes the Customer with a non-exclusive right to use the Services mentioned hereunder. The Customer shall be responsible for using the Service in accordance with the terms and conditions specified in this Agreement.

The Customer shall be responsible for the purchase, maintenance and cost of all services and equipment that are necessary for using the Service but that, according to the service description, are not included in the Service.

The Customer shall not be entitled to resell, reassign or hand over the access to the Service described in this Agreement.

The Customer shall be responsible for all material published using the Service and for ensuring that the material does not violate the copyright or other rights of third parties, good practice or any regulations prescribed by law or authorities. Oikotie shall be entitled to remove any offensive material or prevent its use without consent from the Customer.

4 CUSTOMER INFORMATION AND ACCESS CREDENTIALS

Before the Customer is provided access to the Service, the Customer shall submit to Oikotie the customer information necessary for the production of the Service by the time limit agreed separately. The Customer shall be responsible for the validity of the information supplied and is obliged to inform Oikotie without delay of any changes to the information. The Customer shall ensure that the users of the Service whom the Customer has registered with Oikotie are aware of the disclosure of their customer information to Oikotie.

Oikotie shall be entitled to define all Service-related user accounts, passwords, Internet addresses and other necessary Access Credentials that will be supplied to the Customer. The information may be modified upon the Customer's request (subject to a separate service fee). Oikotie shall be entitled to modify the Access Credentials if required by orders issued by authorities, data security or technical reasons. Oikotie shall immediately notify the Customer of any modifications to the Customer's Access Credentials.

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The Access Credentials shall be delivered to the e-mail address specified in customer information. The Customer shall be responsible for administering and supplying the credentials to users within the Customer's organisation.

The Customer shall exercise special care when handling user accounts and passwords and shall be held responsible for their confidentiality. Depending on the Service purchased by the Customer, the use of the passwords and user accounts is limited to an individual person or an individual company. The Customer may not reassign user accounts and passwords to a third party. The Customer shall be responsible for all use of the Service that has been performed using the Customer's user account and password. If the Customer has reason to suspect the disclosure of passwords to a third party, the Customer is obliged to contact Oikotie and request the password to be changed without delay.

The Customer shall be responsible for any damage caused to Oikotie and/or to a third party by non-contractual use or misuse of the Access Credentials and/or the Customer's illegal activities. If the Customer's personal user account is used by more than one user, Oikotie shall be entitled to charge a retroactive fee for the other users as specified in the current price list.

5 SERVICE MALFUNCTIONS AND ERRORS

The Service is considered to contain an error if it deviates materially from the properties defined in the Agreement, and if the deviation essentially impedes the use of the Service.

The Customer shall notify Oikotie Customer Service immediately of any errors detected. Customer Service shall initiate measures to investigate the situation. The error shall be investigated and repaired by Oikotie's maintenance personnel. The maintenance of the contractual Services is described in a separate document ("Oikotie: Maintenance Service Description").

Oikotie's liability for errors in the Service shall be limited to the repairing of errors that can be considered to be Oikotie's responsibility, or to the re-execution of the Service that was performed erroneously. The maintenance service shall not extend to the repairing of an error resulting from a cause that is beyond Oikotie's control or pertains to the Customer.

6 PRICES

The current prices of the Services specified in the Agreement are listed in the separate price list attached to this agreement. The price list shall be valid until further notice. All prices are indicated exclusive of valued-added

tax, which shall be added to the prices in accordance with the current regulations.

Oikotie shall be entitled to change the prices in the price list in accordance with Clause 14. All prices are, moreover, subject to adjustments that may be performed in order to reflect price changes caused by law or regulations or orders issued by authorities. The adjustments shall be applied on the effective dates of said price changes, and shall not constitute grounds for the termination of this Agreement.

7 INVOICING AND TERMS OF PAYMENT

Monthly service fees are charged in arrears on a monthly basis.

Registration fees are invoiced in one instalment upon the beginning of the term of contract. Other non-recurring payments shall be charged as a single instalment after the transaction has taken place.

The term of payment shall be 10 days net from the date of the invoice. Any notes and remarks regarding the invoice must be presented in writing within eight (8) days from the date of the invoice. Overdue interest shall be 13% calculated from the due date.

For payment reminders, Oikotie will charge an additional fee in accordance with the valid price list.

8 TERMINATION OF SERVICE

Oikotie is entitled to revoke the Customer's access to all Services if:

- The Customer has failed to pay a matured invoice within two (2) weeks from the sending of the final payment reminder;
- the Customer has been placed in liquidation or declared bankrupt;
- the Customer has supplied incorrect customer information;
- the Customer has caused disturbance to the Oikotie service or to other users of the Service;
- the Customer fails to fulfil its contractual obligations in spite of reminders to do so, or
- the Customer cannot be reached in order to settle a matter connected with this Agreement.

Oikotie shall inform the Customer of the termination of the Customer's access to Service as soon as possible. Termination of Customer's access to the Service shall not release the Customer from any contractual payment obligations.

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Oikotie shall be entitled to charge a fee for the reactivation of the Customer's access to the Service as specified in the current price list.

9 CANCELLATION OF THE AGREEMENT

The Parties shall be entitled to cancel an Agreement made for the time being with a notice period of one (1) month.

Cancellations must be made in writing or by e-mail using the contact information specified in the Agreement. The period of notice shall start from the date when the Party in question can be considered to have received the notice of termination.

10 TERMINATION OF THE AGREEMENT

Either Party shall be entitled to terminate this Agreement with immediate effect if the other Party commits a substantial violation of the terms and conditions of this Agreement. If either Party violates the terms and conditions of this Agreement in a non-material manner and fails to remedy the violation within thirty (30) days of the receipt of a written notice issued by the other Party, the injured Party shall be entitled to terminate this Agreement with immediate effect.

The Customer shall also be entitled to terminate this Agreement if the Service materially differs from what has been agreed upon and Oikotie has failed to remedy the error within thirty (30) days of the receipt of a written notice issued by the Customer. The Customer's right of termination shall only apply to the part of the Service that materially differs from what has been agreed upon.

Oikotie shall be entitled to terminate this Agreement with immediate effect if the Services available to the Customer have been closed for one (1) month as stated in Clause 8.

The notice of termination must be issued in writing or by e-mail to the contact address specified in the Agreement.

11 REASSIGNING THE AGREEMENT

The Customer is not entitled to reassign the Agreement to a third party without Oikotie's express prior written consent. Oikotie shall be entitled to reassign the Agreement to a company that belongs to the same Company Group or in connection with a transfer of business activities to a company that continues Oikotie's business activities. The Customer shall be informed of the reassignment of this Agreement in writing.

12 CONFIDENTIALITY

The Parties agree to maintain the confidentiality of all materials and information that have been marked confidential or that are understood to be confidential, and abstain from using them for purposes other than those expressed in this Agreement.

The confidentiality obligation shall not, however, cover information or material that

- is publicly available or otherwise public;
- the Party has received from a third party with no confidentiality obligation;
- was in the possession of the receiving Party and was not covered by a confidentiality obligation before its receipt from the other Party; or
- that the Party has developed independently without using any material or information it has received from the other Party.

The confidentiality obligation set out herein shall remain in force after the Agreement has been terminated.

13 LIABILITY FOR DAMAGES

The Customer shall be liable in full for any direct damage caused by the Customer's breach of contract to Oikotie and/or a third party.

Oikotie's liability for direct damage potentially caused by Oikotie's breach of contract to the Customer shall be limited to the amount that the Customer has paid to Oikotie for the Service during the previous month.

The Parties shall not be liable for any indirect or consequential damage possibly caused to the other Party.

The liability limitations shall not concern damages that are caused intentionally or through gross negligence.

All damage claims must be presented to Oikotie within three (3) months from the date on which the matter that forms grounds to the claim was detected or should have been detected.

14 CHANGING OF PRICES AND TERMS OF CONTRACT

Oikotie shall be entitled to change the price of the Service and/or the price list and the general terms of contract. The Customer shall be informed of all changes in writing or by e-mail.

Minor changes shall be communicated via the Oikotie website or by other similar means. All changes shall become effective on the date and time communicated. Oikotie shall inform the Customer of any material change to the prices and/or terms and conditions of the Service no

later than one (1) month prior to the effective date of the change. Having been notified of a material change or modification, the Customer is entitled to cancel the Agreement on the effective date of the change.

15 FORCE MAJEURE

If the fulfilment of contractual obligations is prevented by an extraordinary reason beyond the control of either Party (force majeure) and the preventive impact of said reason cannot be eliminated without incurring excessive additional costs, the Parties shall be entitled to refrain from the execution of their contractual obligations thus affected for the time that the force majeure prevents the Parties from fulfilling their contractual obligations. A force majeure can be war, mutiny, requisition or seizure to satisfy public need, import or export ban, natural disaster, interruption of public transport or energy distribution, industrial action, fire or other extraordinary cause with comparable consequences and beyond the control of the Parties. The Party failing to fulfil its contractual obligations due to a force majeure must immediately notify the other Party of the non-fulfilment.

If the force majeure continues uninterrupted for more than four (4) months, both Parties shall be entitled to terminate this Agreement with immediate effect without either of them having the right to claim compensation.

16 NOTIFICATIONS

All notifications pursuant to this Agreement shall be delivered to the contact address specified in the Agreement between Oikotie and the Customer by letter or e-mail. All notifications submitted by letter shall be deemed to have reached the recipient no later than seven (7) days from the sending of the letter. All notifications sent by e-mail shall be deemed to have reached the e-mail recipient no later than two (2) business days from the sending of the notification.

17 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Agreement shall be governed by Finnish law.

Any disputes between the Parties arising from this Agreement that cannot be resolved through negotiations between the Parties shall be settled at Helsinki District Court, which is the court of first instance. If separately agreed upon by the Parties in writing, disputes arising from this Agreement can be settled in arbitration proceedings in accordance with the Arbitration Proceedings Act.