

General terms and conditions and terms of the customer agreement for the Ralla application

1. BACKGROUND

1.1 These general terms and conditions and terms of the customer agreement (“Terms”) pertain to the use of assessment tools (hereinafter the “Ralla application”) provided by Ralla Oy (business ID 2731116-7) (“Supplier”) and made available through a data network.

1.2. By using the Ralla application or concluding an agreement pertaining to the Ralla application, you commit to compliance with these Terms in the role of a user (“User”) or a purchaser (“Purchaser”).

2 DEFINITIONS

2.1 Within these Terms, Purchaser refers to a company, local authority or a natural person, with whom the Supplier has concluded a purchase agreement on the use of the Ralla application. The agreement is created as a purchase order, which is a continuous standing order.

2.1 Within these Terms, User refers to a natural person employed by a company, for whom the Supplier has given user IDs for using the Ralla application. Additionally, User is used to refer to a natural person, with whom the Supplier has concluded an agreement on the use of the Ralla application.

3 CONTENT AND SERVICE LEVEL OF THE RALLA APPLICATION

3.1 By concluding a purchasing agreement, the Purchaser accepts the current service level of the Ralla application.

3.2 The Ralla application may change as the Supplier continues to develop the Ralla application further. The Supplier has the right to make changes to the Ralla application, which (a) are focused on the Ralla production environment and do not have a negative impact on the contents or service level of the Ralla application, (b) are necessary for preventing a data security threat targeting the Ralla application, (c) are derived from law or a regulation issued by an authority or (d) having notified the Purchaser in advance in good time.

3.3 The Supplier has the right to prevent access to the Ralla application or delete information stored in the Ralla application without consulting the Purchaser if the Supplier suspects that inappropriate information is being stored in the Ralla application, if use of the Ralla application by other users may be endangered due to the stored information or if these Terms are breached.

3.6 The Supplier will attempt to maintain the availability of the Ralla application at all times but may suspend use of the Ralla application or change the contents of the Ralla application whenever this is considered necessary. The Supplier has the right to stop offering the Ralla application due to, inter alia, installation, modification or maintenance work or due to a security threat or due to law or another regulatory requirement or directive.

3.7 The Supplier provides no guarantee that the Ralla application remains available to the customers without interruption or pertaining to the manner in which a party providing the telecommunication or internet connection or another third party affecting the use of the service provides their services. The Supplier will attempt to notify any outages resulting from maintenance and administration in advance in good time.

4 USE OF THE APPLICATION AND USER IDS

4.1 The Supplier provides the Purchaser with the Users' user IDs and passwords required to begin using the Ralla application. The Supplier sends the information to the Purchaser's contact person to the email address specified in the purchase agreement, unless otherwise agreed. The Purchaser must notify the Supplier immediately if the email address or other contact information of the Purchaser's contact person changes.

4.2 At the Purchaser's request, the Supplier can create new user IDs or passwords for Users. Where necessary for data security reasons, the Supplier has the right at any time to require that the Purchaser changes the password of one or more of its Users, or if necessary, close one or more user accounts temporarily or otherwise prevent use of the Ralla application in a manner that threatens the data security. The Supplier and Purchaser may agree separately on the use of a personal or company-specific identifier or certificate.

4.3 Access rights are personal and pertain only to the specific User. The Purchaser commits to identifying the specific Users to the extent required at each time by the Supplier.

4.4 The Purchaser commits to ensuring that the Purchaser and each specific User stores their user IDs and passwords carefully and separately from each other. The Purchaser must ensure that the identification information mentioned above does not fall into the hands of third parties. If identification information has, or the Purchaser has reason to believe that it may have fallen into the hands of a third party, the Purchaser is obliged to notify the Supplier immediately thereof to prevent unauthorized use of the Ralla application. The Supplier has the right to prevent use of the Ralla application after the Purchaser has notified the possibility of identification information falling into the hands of a third party until such time that new identification information is in use.

4.5 If the Purchaser has stored their identification information in a negligent manner or has otherwise contributed to the identification information falling into the hands of a third party, the Purchaser is responsible for any resulting damage to the Supplier or third parties.

5 GENERAL RIGHTS AND OBLIGATIONS OF THE SUPPLIER

5.1 The Supplier provides the Ralla application in accordance with the terms, professionally, and diligently. The Supplier has the right to use subcontractors for providing the Ralla application.

5.2 The Supplier will immediately notify any issues that come to its notice, which may prevent use of the Ralla application in accordance with the terms.

6 GENERAL RIGHTS AND OBLIGATIONS OF THE PURCHASER

6.1 The Purchaser has the right to use the Ralla application for its internal activities in accordance with the terms. The Purchaser has the right to inform the Users authorized by it of these terms.

6.2 The Purchaser or User does not have the right to resell or otherwise distribute the Ralla application to third parties.

6.3 The Purchaser is responsible for acquiring the equipment, connections, and software required to use the Ralla application and for their functioning. The Purchaser is responsible for securing its data system.

6.4 The Ralla application is located on a server maintained by the Supplier or a third party. The Purchaser commits to ensuring that the Purchaser or the specific Users of the Purchaser do not try

to copy the Ralla application from the server, examine, adapt or copy the source code of the Ralla application, otherwise interfere with the operation of the Ralla application or gain unauthorized access to the Ralla application's database, customer information or information stored by other customers.

6.5 The Purchaser cannot allow use of the Ralla application originating from a country which is in breach of any legal restrictions pertaining to export of technology or in which use of the Ralla application would be contrary to law or require any type of license or declaration or would result in responsibility or liability to the Supplier derogating from or exceeding this agreement or Finnish law.

7 GENERAL RIGHTS AND OBLIGATIONS OF THE USER

7.1 The User is only entitled to use the Ralla application as authorized by the Purchaser for purposes that are in accordance with these terms.

7.2 The User must store his or her user IDs and passwords carefully and cannot disclose them to third parties. The User is responsible for any use of the Ralla application with his or her user ID and password. The User commits to notifying the Supplier immediately if his or her password falls into the hands of a third party or if he or she suspects that his or her user ID or password is being misused. At the request of the Supplier, the User is required to change his or her password required to use the Application where necessary due to a data security threat posed to the Ralla application.

8 IMMATERIAL RIGHTS AND CUSTOMER MATERIAL

8.1 The Ralla application is the sole property of the Supplier and/or third party and may be protected by copyright or other immaterial rights. The User receives no other rights to the Ralla application, technology or contents than the access right stated in these terms. Based on these terms, no rights are conferred to use the Supplier's or the Ralla application's trade names, logos, domain names or other brand-related names or identifiers. The Supplier has free access to utilize without compensation any proposals for improvement, comments or suggestions submitted to it.

8.2 The Purchaser retains the ownership of and the immaterial rights to the information stored in the Ralla application.

8.3 The Purchaser is responsible for the information stored into the Ralla application by Users and for ensuring that it has the right to utilize the Information and that it does not infringe on the rights of a third party or the existing legislation at each time.

10 LIMITATION OF LIABILITY

10.1 In addition to the specific assurances mentioned in these terms, the Supplier does not provide any other assurances regarding the suitability of the Ralla application for a particular purpose, the quality of the Ralla application, the integrity of a third party or any other matter.

10.2 The Supplier is not responsible for any indirect damage to the Purchaser. The maximum amount of compensation by the Supplier is in all cases limited to the total amount, exclusive of VAT, paid by the Purchaser to the Supplier for the use of the Ralla application for six months preceding the occurrence of the damage.

11 OTHER TERMS

11.1 The Supplier has the right to mention the Purchaser in its list of references.

11.2 A party does not have the right to transfer the agreement either wholly or in part without the written consent of the other party. The Supplier may however transfer the agreement to an affiliated company at any time or to a third party in connection to a corporate transaction or business acquisition or where a substantial part of the Supplier's assets, to which this agreement is related, is sold.

11.3 In case any of these terms is considered illegal, invalid, or unenforceable, it does not affect the legality, validity or enforceability of the remaining terms or the agreement as a whole.

11.4 If a party refrains from using any of their rights based on this agreement, it does not restrict the party's right to appeal to the terms of agreement later in a similar situation.

11.5 This agreement does not create a joint undertaking, employment relationship or franchise, representation or any other form of association between the parties or entitle either party to represent or make any commitments, agreements or promises on behalf of the other party.

11.6 Any information and notices related to this agreement addressed to the other party must be delivered in writing (i) by registered mail, in which case the other party will be considered to have become aware of the notice seven (7) days from mailing the letter, (ii) by express mail, in which case the other party will be considered to have become aware of the notice two (2) days from mailing the letter, (iii) by email, in which case the other party will be considered to have become aware of the notice after it is sent. Any notices must be addressed to the legal registered address or another specified address.