

**DRAFT CONTRACT / AGREEMENT****ONCE by PINJA SUPPORT AND DEVELOPMENT SERVICES AGREEMENT****1 OBJECT OF AGREEMENT**

ONCE by Pinja -system (hereinafter "System").

**2 CONTRACTING PARTIES AND CONTACT PERSONS**

The Customer and the Supplier specified below have agreed in accordance with the Terms and Conditions of this Agreement on System Support (hereinafter "Support Service") and Development (hereinafter "Development Service").

Each Party to this Agreement shall without undue delay inform the other Party in writing of any change regarding its contact person. The contact person is not authorised to agree on changes to this Agreement.

**3 SUPPORT SERVICE****3.1 Support Service constituting the object of the delivery**

Annex 1. SPECIAL PROCUREMENT CONDITIONS (SPC)

Annex 2. Technical specification

Annex 3. Pinja - General Terms of Contract 2020 (PYSE-2020)

Annex 4. ONCE by PINJA Support Service Content

Annex 5. ONCE by PINJA Support Service Description

Annex 6. ONCE by PINJA Support Service Description

**4 INTELLECTUAL PROPERTY RIGHTS AND RIGHT TO USE CUSTOMER'S MATERIALS**

The System does not include any customer specific software or software components.

All intellectual property rights to the ONCE by PINJA product and related additional services, such as copyrights, patents, inventions, models, trademarks, network domains, software, databases, presentation materials and other exclusive rights belong to the Supplier and/or a third party.

Materials produced by the Customer to the Service are the Customer's property, and the Supplier does not have the right to transfer or use such materials for any other purpose except for providing the Services to the Customer as defined in this Agreement and its Annexes. Nevertheless, the Supplier has the right to deliver information contained in the Service to other users of the Service if such information would also otherwise be available to these users. Regarding other information transferred, a separate agreement will be made with the Customer in each case.

**5 PRICES AND PAYMENT TERMS**

### 5.1 Support Service charges

Support Service recurring charge is **1 750** EUR/month.

### 5.2 Development service charges

All additional development hours must be agreed advanced together with Customer. Additional Development Services not covered by the recurring charges and invoiced separately shall be charged for the price of **95** EUR/hour. The contract prices are valid through the whole contract period and according to Annex 1 SPECIAL PROCUREMENT CONDITIONS (SPC).

### 5.3 Invoicing

Support Services are invoiced monthly, one month advance. Development Service invoicing according to Annex 1. SPECIAL PROCUREMENT CONDITIONS (SPC).

### 5.4 Taxes and regulatory fees

The prices are exclusive of VAT.

### 5.5 Payment terms

Payment for Support Services are paid for once a month, no later than by the 20th day of the current month.

Payment for the System Development Services shall be made no later than within 30 (thirty) calendar days from the date of receipt of the invoice.

The interest on delayed payment is 12%. The supplier is entitled to charge the reminder and collection costs due to a delayed payment.

### 5.6 Complaints regarding invoices

Any complaints regarding invoices must be made in writing within eight (8) days of the date of the invoice. However, the undisputed part of the invoice must always be paid according to the original due date.

## 6 VALIDITY OF AGREEMENT

This Agreement shall enter into force after both parties have signed the contract, but not earlier than **4th of June 2024**, and shall remain in force for 12 months. The Buyer shall have the right to terminate the Contract by giving written notice to the Service Provider 60 (sixty) days before the moment of termination. The Service Provider shall have the right to terminate the Contract by giving a notice to the Buyer 6 (six) months before the moment of termination.

## 7 LIABILITY FOR DAMAGES AND LIMITATION OF LIABILITY

Neither Party is liable to the other party for any indirect or consequential damage. The liability for damages for other Party will not exceed the monthly price for Support Service at the point of the breach of contract, without VAT, multiplied by 3.

**8 PERSONAL DATA**

The Supplier will, during the performance services according to this Agreement, partake of personal data relating to Customer. The Supplier hereby undertakes to observe the Personal Data Act (523/1999) in Finland and the EU General Data Protection Regulation (GDPR).

**9 APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

According to Annex 1. SPECIAL PROCUREMENT CONDITIONS (SPC).

**10 ANNEXES OF AGREEMENT AND ORDER OF PRIORITY**

The order of priority of documents relating to this Agreement is as follows:

1. This Agreement
2. Annex 1. SPECIAL PROCUREMENT CONDITIONS (SPC)
3. Annex 2. Technical specification
4. Annex 3. Pinja - General Terms of Contract 2020 (PYSE-2020)
5. Annex 4. ONCE by PINJA Support Service Content
6. Annex 5. ONCE by PINJA Support Service Description

**12 COPIES AND SIGNATURES**