

General Contract Terms of Building Information Ltd’s (Rakennustieto Oy’s)

(“Terms and conditions”)

1. Scope of application

These Terms apply to the Agreement between Building Information Ltd (**‘Rakennustieto’**) and Rakennustieto’s customer (**‘Customer’**). The Customer’s purchase, procurement or other terms do not apply to the Agreement, even if the Customer refers to them in the Customer’s order or in another document provided by the Customer. Rakennustieto and the Customer are referred to separately as **‘Party’** and jointly as **‘Parties’**. If there are any kind of differences or contradiction between English and Finnish version of Terms and conditions, the Terms and conditions, that is written in Finnish, is always legally binding.

2. Definitions

The following terms have the meanings defined below:

‘Customer’s Information and Environmental Information’ is defined in sections 6 and 7.

‘Digital Book’ is the name used by Rakennustieto for the work it publishes on its website.

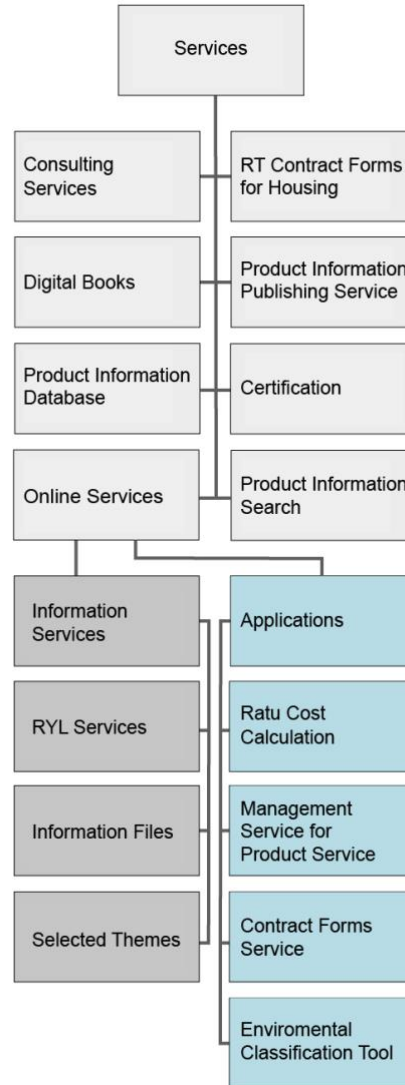
‘Documentation’ refers to written or electronic instructions for use, publication information and other documents serving the use of the Services or describing a Service or Content, supplied to the Customer by Rakennustieto or made available to the Customer.

‘Management Service’ refers to the *Product Information management service* (previously the *RT product information for contractors*), which is part of the *Product information publication service*. The service is used to manage the product information of construction projects and sites.

‘RT contract forms for housing’ refers to forms to fill out complete and protected Word documents made available to the Customer.

‘Consulting Service(s)’ refers to consulting services provided to the Customer, such as implementation support, training and/or consultation.

‘Service’ refers to *Online services, RT contract forms for housing, Digital books, Consulting services, Product information* (previously *RT product information*) *publication service, Product information search, Interfaces, and Verification services.*



- 1) previously *RT cost calculation*
- 2) previously *RT product information for contractors*
- 3) previously *Contract forms service*

‘Interfaces’ refers to the IT connection between the systems between Rakennustieto and the Customer or a third party to transmit information to Rakennustieto (inwards) or from Rakennustieto (outwards).

“Product information publishing service” (previously RT product information publishing service) refers to the publishing of the Customer’s Information as part of the *Product information publication service* (previously the *RT product information publishing service*) as set out in section 6.

‘Content’ refers to product information, information and/or content in Rakennustieto’s database, as agreed in the Agreement, that the Customer is given access to through the *Online service, interface, Product information search, or Digital book.*

‘Agreement’ refers to an agreement between Rakennustieto and the Customer, under which Rakennustieto provides the Service for the Customer’s use, or an order made by the Customer regarding the use of the Service, for which Rakennustieto has issued a written or electronic order confirmation, or which arises when the Customer registers a project in *Rakennustieto environmental classification* (previously *RTS environmental classification*) tool or submits an application. The Agreement can be drawn up and signed as a physical or electronic document, or it can be based on an order confirmation sent by e-mail. The Agreement can be, for example, (i) a contract signed by the

Parties, (ii) an order confirmation issued by Rakennustieto for the Customer's order, or (iii) a binding offer made by Rakennustieto that the Customer has accepted by placing an order.

'**Application**' refers to the Customer's access to Rakennustieto's application, its Content, such as *the Product information management service* (previously *the RT product information for contractors*), or *the Rakennustieto environmental classification tool* (previously *RTS environmental classification tool*) and the Customer's possibility, depending on the Application, to use the Content and supplement it.

'**Information Service(s)**' refers to the Customer's access to the Content included in Rakennustieto's *Information service* over a data network.

'**Product information search**' refers to a service that can be used to search for, compare and choose products included in *the Product information* (previously *RT Product Information*) *publishing service*.

'**Verification**' includes *the Rakennustieto's environmental classification, M1 classifications, EPDs, Product climate declarations, M1 Additional service limit value examination* for building materials and related services maintained and published by Rakennustieto.

'**Online service(s)**' refers to *Information service* and/or *Applications*.

'**Rakennustieto environmental classification Tool**' refers to a web browser-based tool used to set goals and manage *the Rakennustieto environmental classification of the project*.

3. Access rights

The Customer has the right to access *Online service, Digital book and Interface* included in the Agreement for their own internal use during the validity of the Agreement, provided that the Customer has paid the fees for the use of the Service in full on time, and complies with the terms of the Agreement. The use (outwards) of *Online service, Digital book and Interface* requires a licence, which is provided to the Customer on purchase of the Service. Licence types are defined in subsection 'Licence types' in section 3 (current section). The Customer must also comply with the licence restrictions of *Online services, Interfaces and Digital books* defined in the Agreement or otherwise, including limitations on the number of users.

Account types

Personal user account

A personal user account is an account assigned to an individual person that is under the control of that person alone. The user account (user ID) is used to log in to the Service.

Shared user account

A shared user account is a common user account within an organisation that is under the control of that organisation alone. The user account (user ID) is used to log in to the Service.

SSO login (Single Sign On)

Users can log in to the Service using SSO (Single Sign On) if the Parties have agreed on the use of Single Sign On. In Single Sign On, the user ID is the same as the user ID in the organisation's own network. When Single Sign On is used, all individuals belonging to the Customer's organisation during the validity of the Agreement have a technical right to use the Service. The maximum number of users during each contract period (= the commercial right to use) may be different from the number of users with technical right to use, and shall be agreed between the Parties in the Agreement.

Licence types

Personal licence. A personal licence is a licence used by a single person and includes a personal user account. A personal licence entitles that individual only to use the agreed Service.

Group licence. A group licence is a licence used by several individuals

simultaneously and includes a shared user account. The maximum number of users is defined in the Agreement. A group licence entitles only the employees of the purchasing organisation to use the agreed Service.

Organisation licence. An organisation licence is a licence that can be used by an unlimited number of users. The Service is accessed (logged in to) using a shared or a personal account. The organisation can be a municipality, a company or an educational institution. An organisation licence entitles only the staff of the purchasing organisation to use the agreed Service. For educational institutions, right of use is granted during the validity of the Agreement to individuals belonging to the staff of the educational institution and to students enrolled to the institution during the validity of the Agreement.

Licence user types

Educational institution licence types. An educational institution's licence can be a group licence or an organisation licence. An educational institution's licence can only be purchased by an educational institution (group licence or organisation licence). The technical right to use the educational institution's group licence or organisation licence is granted to all individuals who belong to the staff of the educational institution during the validity of the Agreement and to students enrolled to the institution during the validity of the Agreement. The amount of commercial right of use depends on the right of use specified in the Agreement; the group licence can only be used by the number of people recorded in the Agreement or MAU, i.e. the number of monthly active users. When using the material in a teaching situation, only the number of people specified in the group licence may be present. A personal licence may not be used in teaching other than when talking about the material verbally. The information content may only be used for educational purposes, regardless of licence type.

Municipal licence types. A municipal licence can be an individual licence, a group licence or an organisation licence. A municipal licence can only be purchased by a municipality (group licence or organisation licence) or a member of its staff (personal licence). The technical right to use a municipality's group or organisation licence is granted to all members of staff of the municipality during the validity of the Agreement. The amount of commercial right of use depends on the right of use specified in the Agreement; the group licence can only be used by the number of people recorded in the Agreement or MAU, i.e. the number of monthly active users.

Business licence types. A business licence can be an individual licence, a group licence or an organisation licence. The technical right to use a group or organisation business licence is granted to all members of staff the business during the validity of the Agreement. The amount of commercial right of use depends on the right of use specified in the Agreement; the group licence can only be used by the number of people recorded in the Agreement or MAU, i.e. the number of monthly active users.

Product information (previously RT product information) publishing service interface. If the Customer has been given the opportunity to import Customer's Information through an interface into *the Product information database* (previously *RT product database*), the interface may only be used for the Customer's own internal use to import Information into *the Product information database*. The Customer has the right to use the interface while *the Product information publishing service* Agreement is valid.

General terms and conditions (all account types)

The Customer's users are obliged to store their user IDs and passwords carefully and not disclose them to third parties. The Customer is responsible for any use of Services with user IDs and passwords belonging to the Customer.

The Customer is only allowed use Documentation and the result/outcome of Consulting Services internally to access the other Services included in the Agreement.

User rights granted to the Customer are non-exclusive; in other words, they are not granted to the Customer exclusively, and the Customer may not transfer or license the user rights further.

The Customer may not modify Content, Documentation or Rakennustieto's interface connections. The Customer may not modify or copy *Online service*, *Digital book* or parts of the *Product information* (previously *RT product information*) *publication service*, or reverse analyse or otherwise try to derive source code from *Online service*, *Digital book* or parts of *Product information* (previously *RT product information*) *publishing service* or the software used to produce them, even if it is technically possible.

Text and data mining is prohibited in *Digital books*, *Online services*, and parts of the *Product information publishing service*. This applies to both activities performed with the help of artificial intelligence and similar activities performed in some other way.

The Customer may not:

- a) access Services or Content to **provide services to third parties regarding their use, or otherwise give access to, assign or share Services or Content to third parties**; or
- b) store or copy Content or Documentation, unless storage or copying is permitted according to *Online service's*, *Digital book's* or *Interface's* written service description. An exception are licences to the Contract Documents online service (previously Sopimuslomake Net / Contract forms), *Task forms* or general terms and conditions printed from which can be attached to the licence holder's tender documents and contracts.

However, Rakennustieto may give a separate written consent or the written service description of *Online service*, *Digital book* or *Interface* may grant permission to deviate from any of the restrictions mentioned in points (a) and/or (b) for a particular *Online service*, *Digital book* or *Interface*. In such exceptional circumstances, the Customer must follow the written instructions of Rakennustieto and the written service descriptions of *Online service*, *Digital book* or *Interface*, as stated by Rakennustieto at any given time.

The Customer is responsible for ensuring that parties that are granted access to or use *Online service*, *Digital books*, *Interfaces* or Content with the Customer's permission or authorisation comply with the Agreement and all instructions and service specifications issued by Rakennustieto. The Customer also understands that providing access rights to unauthorised persons and the misuse of access rights is prohibited and infringes Rakennustieto's copyright.

4. RT Contract forms for housing

In connection with an order for a housing transaction form, the Customer will be provided with a form to be completed, identified and protected with Customer's Information. The Customer has the right to use *the RT contract form for housing* included in the Agreement to conclude contracts in his or her business during the period defined in the Agreement, provided that the Customer has paid the fees due for *the RT contract forms for housing* on time and in full and complies with the terms of the Agreement.

5. Consulting Services

In connection with orders for Consulting Services, the Parties shall agree on the content and schedule of specific Consulting Services in writing. Unless otherwise agreed at the time of the order, Consulting Services are performed using a remote connection.

6. Product information publishing service

These conditions under section 6 apply if the Customer delivers to Rakennustieto (previously Building Information Ltd) or uploads to the *Product information database* (previously *RT product database*) material to be published by Rakennustieto, such as company information, product information of construction products, or documents related to products. The terms specified in section 6 also apply when product information or other materials relating to the Customer are published by Rakennustieto in the form retrieved from the Customer's website or from a third-party service that contains materials relating to the Customer.

Rakennustieto forwards the Customer's product information and other material stored in *Product information database* (previously *RT product database*) to different parts of the *Product information publishing service* (for example, *Product information search*, *Management service* and *Interface*). The Customer's product information and other material are forwarded via the interface to Rakennustieto's information services selected by Rakennustieto, which are published to construction and real estate professionals in Rakennustieto's Service (previously *RT information route*) and/or in other systems or channels selected by Rakennustieto. Rakennustieto also has the right to forward Customer's product information and other material of companies that have left *the Product information publishing service*. In addition, Rakennustieto can enter into service contracts with separate contract terms to transmit product information to third parties using interfaces to various information systems. *Product information database* (previously *RT product database*) enables the publication of content, such as product systems, products and items. Documents related to the Customer's product(s), such as a performance declarations, safety data sheets and other technical documents, product images, references, packaging and logistics information, safety data sheet chemicals and environmental information, as well as information on characteristics, may be published as an attachment to the content.

Product information and other materials can be imported to *Product information database* (previously *RT product database*) using an interface. The interface project and interface maintenance costs are agreed separately with the Customer. These Services are considered *Consulting services*.

Rakennustieto may, at its discretion, retrieve information that may contain product information or other materials related to the Customer from the Customer's website or services provided by third parties, and may publish such materials as part of the *Product information* (previously *RT product information*) *publishing service*. The Customer can request Rakennustieto in writing to stop the publication of materials related to the Customer obtained from a third-party service or from the Customer's website, in which case the publication of this information will be ceased without undue delay.

The company information, product information for construction products, documents, contents, photographic materials, table and drawing materials and other materials, content and information that the Customer submits to Rakennustieto or uploads to the *Product information database* (previously *RT product database*) for publication by Rakennustieto are referred to as '**Customer's Information**'.

If the Customer updates Customer's Information independently in the *Product information database* (previously *RT product database*), the Customer must inform Rakennustieto of the update in writing without undue delay. If the Customer changes its product or if Customer's Information previously provided is otherwise no longer up to date, the Customer is required to submit up-to-date information to Rakennustieto or upload the information to the *Product information database* (previously *RT product database*). Publishing Customer's Information in the *Product information database* (previously *RT product database*) is subject to a publication fee charged from the Customer.

Similarly, other Services provided to the Customer that are related to Customer's Information, such as *RT product cards*, CAD/BIM objects and communication campaigns, are paid *Consulting services*, and the Customer will be charged a production fee or other *Consulting service* fee for them.

RT product cards

The RT product card is an electronic document produced and/or edited by Rakennustieto as a PDF document or another format selected by Rakennustieto that may contain Customer's Information or part(s) thereof. *RT product cards* are published in Rakennustieto's Information Service(s), such as *RT construction information files* and/or other systems or channels selected by Rakennustieto. *RT product cards* are valid from their respective dates of publication until further notice. The Customer will submit Customer's Information required for the preparation of the content of *RT product cards* to Rakennustieto by the date agreed in the Agreement or agreed separately. If no date has been agreed, the Customer shall submit Customer's Information

without undue delay. Rakennustieto prepares *RT product cards* based on the factual material and publication-quality photographic, tabular and diagram materials submitted by the Customer following the content and form specifications issued by Rakennustieto. Should the material, in Rakennustieto's opinion, not be sufficient, the Customer is required to provide the requested additional information and material. Rakennustieto submits *the RT product cards* to the Customer for the Customer's approval prior to their publication. The Customer must provide a prompt response to the approval request.

The Customer can order printed *RT product cards* for their own use. Updates to Customer's Information contained in *RT product cards* are agreed separately between the Parties. However, Rakennustieto has independent editing rights to Customer's Information as specified in section 'Customer's Information Rights' (specified below in Terms herein pursuant to section 6).

Publishing fee

The Customer must pay the initial fee and the publishing fee agreed in the Agreement for using *the Publishing service*. Rakennustieto may update the initial fee and the publishing fee in accordance with the Terms herein. If no publishing fee or initial fee is specified in the Agreement, the fees will follow Rakennustieto's current price list. In addition, Rakennustieto will separately invoice a Consulting Service fee for any additional services that have been agreed on, such as production of drawings, photography services, processing of electronic materials, content maintenance or interface connections.

Consulting Service fees, payment terms, price increases and VAT are defined in section 8.

Services included in the publishing fee are:

- a. Adding of Customer's basic company information to *the Product information database*.
- b. Preparing *the RT product cards*, if specifically agreed in Agreement or otherwise in writing.
- c. Transfer of the Customer's content from electronic materials to Product Information Database.
- d. Publishing of product information to *the Product information interface* and *the Information services* selected by Rakennustieto.
- e. Updating of the product information in *the Product information database* once per year (1 person-workday). Additional content maintenance services are subject to separate agreement.

Customer's Information Rights

The Customer guarantees that the Customer has the appropriate ownership rights and rights of use to Customer's Information, including the Customer's trademarks, product names and copyright, and that Rakennustieto has the right to publish and distribute the information. The Customer is responsible for the error-free and up-to-date nature of Customer's Information as retrieved from the Customer's website and third-party services, and that neither Customer's Information nor its publication and use infringe on the rights of any third parties. Rakennustieto is not obligated to review Customer's Information or their contents. Rakennustieto is not obligated to pay the Customer or third parties any licence or other fees. Rakennustieto has the right to edit and modify Customer's Information for the preparation of *the RT product cards* and the publication of Customer's Information, including correcting of spelling errors, improving of readability and harmonising of the appearance and style of the material that is published and *the RT product cards*. Rakennustieto has the right to combine Customer's Information with other records and materials, such as materials from other clients. Rakennustieto shall not return Customer's Information to the Customer.

Rakennustieto is granted copyright and other intellectual property rights to *the RT cards* and other outcome of Services. However, the Customer shall retain ownership of Customer's Information in the form submitted by the Customer to Rakennustieto. The Customer does not have the right of use or publication to *the RT product cards* or other materials that belong to Rakennustieto.

Rakennustieto can suspend the publication of Customer's Information if it is found that Customer's Information contains incorrect or misleading

information or if the Customer no longer represents or manufactures products that appear in Customer's Information, of which the Customer is required to notify Rakennustieto without delay.

Notwithstanding the termination of the Rakennustieto *Product Information* (previously *RT Product information*) *publishing service*, Rakennustieto may hold copies of Customer's Information and continue to publish and distribute them in the services, channels and systems of Rakennustieto's choice, and this material will not be returned to the Customer.

7 a) Rakennustieto EPD (environmental product declaration) and Product Climate declaration and M1 classifications

These conditions under section 7a) apply when the Customer submits to Rakennustieto (Building Information Ltd) an application and attached material in accordance with the instructions for the publication of the Rakennustieto EPD or *the Product Climate declaration* or for the M1 classification of a product (emission classification of building materials or cleanliness classification of ventilation products). The Customer must also follow the 'RTS-EPD General Rules' (hereinafter 'General Rules for Rakennustieto (Building Information) EPDs and Climate Statements') and 'Emission Classification of Building Materials, General Rules' valid on Rakennustieto's website.

About the Customer's Environmental Information Rights

The Customer guarantees that the Customer has the appropriate ownership rights and rights of use to 'Customer's Environmental Information', which are needed in the preparation of Rakennustieto EPDs and Climate Declarations and M1 classifications. The Customer is responsible for the error-free and up-to-date nature of Customer's Environmental Information and that neither Customer's Environmental Information nor its publication and use infringe on the rights of any third parties. Rakennustieto is not obligated to review Customer's Information or their contents. Rakennustieto is not obligated to pay the Customer or third parties any licence or other fees. When the Customer changes their product or if the Customer's previous Environmental Information is no longer up-to-date, the Customer must notify Rakennustieto of the changes immediately.

Rakennustieto has the right to publish and distribute declarations and classifications, their information or information about a classification and declaration in the systems and channels selected by Rakennustieto .

7b) Rakennustieto environmental assessment method

The Customer of the Rakennustieto (Building Information) **Rakennustieto environmental assessment method** service is responsible for the accuracy, timeliness and processing of the project information registered in *the Rakennustieto environmental assessment* tool, as well as for the work of the persons invited to the projects in the tool, and for the confidential processing of the information received by the person case-by-case.

The Customer owns the 'Customer's Environmental Information' entered in the environmental information tool and is responsible for the error-free and up-to-date nature of Customer's Environmental Information.

Based on the Customer's order, Rakennustieto will create personal licences for *the Rakennustieto environmental assessment* tool for the Customer for downloading and viewing the Customer's project information.

The environmental information entered into the tool by the persons invited by the Customer to the project is 'Customer's Environmental Information' and the Customer has the right to have it removed from the tool upon request. However, Rakennustieto has the right to use and publish to third parties Customer's Environmental Information entered into the tool, if the Customer has marked it as public in the tool. In addition, Rakennustieto has the right to review the information regarding the Customer's objects and, at the Customer's request, to import information related to the Customer's object to the tool, and to give the auditor the rights to perform an audit of the object on a case-by-case basis. Furthermore, Rakennustieto's assessment working group has the right to review the information needed for the object's classification. Rakennustieto shall process confidentially the information provided by the Customer.

An audit of *Rakennustieto's environmental assessment* evidence related to a project or building is performed by an auditor authorised by Rakennustieto (Building Information Ltd). The auditor is always independent of the project, and Rakennustieto is responsible for selecting the auditor. The auditor's identity will not be made public except in separately agreed cases, typically in cases where a security clearance is required.

8. Building Information artificial intelligence applications

Artificial intelligence applications offered in Services act as an assistant that guides to the right content, but the references they provide are not necessarily the most relevant or complete, and even incorrect answers are possible. When using artificial intelligence applications, the correctness of the information must always be checked using the actual service.

9. Customer's contact person

In connection with entering into the Agreement, the Customer shall immediately inform Rakennustieto (Building Information Ltd) the contact details of the Customer's designated contact person to whom Rakennustieto is entitled to make communications in accordance with the Agreement (including the Terms herein), and to otherwise inform the Customer about the use, quantity or possible changes of the Services available to the Customer. Unless otherwise stated in the Agreement or the Terms herein, communications and notices to the Customer shall be made in writing, using services including e-mail or post, or, in situations where this is not feasible, by communicating the matter on Rakennustieto's website, by telephone or using some other comparable method.

The Customer is required to inform Rakennustieto of any contact person changes without delay. If the Customer has not advised Rakennustieto of their contact person or a change in the contact person's contact details, Rakennustieto is entitled to consider the superuser of the Customer's access licences the Customer's contact person.

10. Pricing and invoicing

Pricing

If a price for a Service has not been specified in the Agreement or otherwise in writing, Rakennustieto's (Building Information Ltd's) current price list shall apply.

Invoicing

Product information (previously RT product information) *publishing service*, *RT contract forms for housing*, *Digital books*, *Interface* and *Online service* fees apply immediately when the Agreement has come to force. Rakennustieto (Building Information Ltd) has the right to update its prices and price lists.

Online service, *RT contract forms for housing*, *Digital books*, *Interface* and *Product information* (previously RT product information) *publishing service* are subject to fees based on contract periods specified in the Agreement that will be invoiced in advance for each contract period. Each contract period constitutes an invoicing period.

Rakennustieto's (Building Information Ltd) EPDs, *Product climate declarations* and *M1 classifications* will be charged upon delivery together with other fees related to the issuance of the declaration or classification.

By using the Rakennustieto (Building Information) *environmental classification tool*, the Customer undertakes to pay according to the price list valid at the time of invoicing, unless otherwise agreed between the parties in writing. When the Customer registers a project or building, this will be charged immediately. Classifications are charged according to the price list.

Fees for Consulting Services are invoiced upon order. If the price of a *Consulting service* is not known at the time of the order, it will be invoiced monthly retrospectively or when *the Consulting service* has been completed (earlier applies).

Payment terms, price increases and value added tax

Payment term is fourteen (14) days from the date of the invoice unless otherwise specified in the Agreement. Interest on late payment is in accordance with the Finnish Interest Act. The Customer is entitled to submit notices on invoices within seven (7) days of invoice date. If the Customer has not paid each payment in full by the due date, Rakennustieto (Building Information Ltd) has the right to suspend the fulfilment of its contractual obligations and revoke the Customer's access to *Online service*, *Digital book*, *Interface*, *Product information* (previously RT product information) *publishing service interface* and deny the right to use *RT contract forms for housing*.

Should any individual payment to Rakennustieto by the Customer be delayed by more than fourteen (14) days, all Rakennustieto's receivables from the Customer shall fall due immediately.

Rakennustieto has the right to change prices by notifying the Customer of the change no less than two (2) months before the change takes place. If the Customer does not accept the increase, the Customer may terminate the Service subject to the price increase on the effective date of the price increase by notifying Rakennustieto in writing of the termination no later than thirty (30) days before the price increase takes effect.

If a Consulting Service has been agreed to be performed using a method that is not remote connection or in a location that is outside Rakennustieto's business premises, Rakennustieto is entitled to separately charge travel and accommodation expenses and daily allowances incurred in the provision of said Consulting Service. In such a situations, Rakennustieto is also entitled to charge for the travel time required by Consulting Services at the applicable hourly rate based on Rakennustieto's current price list.

The prices are given without tax. The current Value Added Tax will be added to them in the relevant invoices.

11. Exclusion of warranty and the approval of Consulting Services

Rakennustieto (Building Information Ltd) provides the Services, Documentation and Content without warranty and does not provide any warranty or assume any liability for their suitability for a specific purpose, commercial usability or accuracy.

The Content is provided to the Customer "as is". The Customer is required to evaluate the Content and the information and instructions contained therein and their suitability for the Customer's purpose of use. The Customer must also assess whether following them will produce the desired result and that the result will comply with the relevant construction regulations and statutes. Rakennustieto assumes no responsibility for the above.

Rakennustieto provides the Services and performs the maintenance of *Online service*, *RT contract forms for housing*, *Digital books*, *Interface* and *Product information* (previously RT product information) *publishing service* and *Verification services* using its own delivery methods, service descriptions and service hours. Rakennustieto has the right to develop and change the Services and the way they are implemented along with the relevant Documentation and Content.

The Customer shall acquire, at the Customer's expense, the equipment, connections, auxiliary software and data security measures required to use and receive Services produced using remote connections, in accordance with the compatibility requirements set by Rakennustieto at any given time. These include the supported mobile and other terminals and browsers, data communication connections, and their data security measures.

The Customer understands that there will be unplanned and planned service outages in *Online service*, *Digital books*, *Interface* and *Product information* (previously RT product information) *publishing service* and the application portal for *Verification services*. Service outages may be necessary for purposes including upgrade and maintenance, to address security threats, and for other reasons. Rakennustieto does not guarantee uninterrupted availability or operation of the Services.

Rakennustieto's (Building Information Ltd's) maintenance does not cover

errors in *Online service, Digital book, Interface, Product information* (previously *RT product information*) publishing service or *Verification services application portal* arising from: (a) improper use (such as use in violation of Documentation, Agreement terms or Rakennustieto's instructions) or unusual system load; (b) use of *the Service* with an unsupported device, software, browser or system; (c) a change in a system or service integrated with *the Service*; (d) errors that cannot be reproduced, or (e) a change or incorrect integration by a party other than Rakennustieto.

If Rakennustieto's maintenance does not cover an error in *Online service, Digital book, Interface* or *Product Information* (previously *RT product information*) publishing service, Rakennustieto shall have the right to charge according to its price list for locating the error, as well as for repairs if the repair is agreed with the Customer.

Completion of a Consulting Service is deemed approved, if (i) the Customer does not report any errors within fourteen (14) days of the completion of the Consulting Service, (ii) when the Customer declares that it accepts the completion of *the Consulting service* or pays the invoice; or (iii) when the Customer has deployed the output of *the Consulting service*. An error in *the Consulting service* means that the Consulting Service does not correspond substantially to its written, agreed specification. Rakennustieto's liability for errors in *Consulting services* is limited to correcting the error or re-performing *the Consulting service* at its own expense and requires the Customer to notify Rakennustieto (Building Information Ltd) of the error in writing within fourteen (14) days of the completion of said *Consulting service*.

12. Personal data

Rakennustieto processes personal data in compliance with the applicable data protection legislation and in accordance with Rakennustieto's current Privacy Statement: <https://tiedostot.rakennustieto.fi/Privacy-statement-for-customers-Building-Information.pdf>.

13. References

Rakennustieto (Building Information Ltd) has the right to use the Customer's name as a reference and mention the service made available to the Customer unless specifically prohibited by the Customer.

14. Validity and termination of the Agreement

Validity of the Agreement and Services

The Agreement concerning *Online service, RT contract Forms for housing, Digital book, Interface* and *Product information* (previously *RT product information*) publication service shall remain in force until further notice unless otherwise agreed. The Agreement will be valid for one contract period at a time, and will, after each contract period, be extended automatically to the next contract period unless terminated in accordance with the Terms herein. The contract period corresponds to the invoicing period.

The Agreement concerning **Online service, RT contract forms for housing, Interface and/or Digital books** will initially be valid for the contract period specified for *Online service, Digital book, Interface* and *RT contract forms for housing* in the agreement, and will then extend one contract period at a time.

The Agreement regarding Product information publishing service shall be valid for the first twenty-four (24) months from the entry into force of the Agreement, and will then be automatically extended in corresponding contract periods.

The Agreement concerning Consulting services shall be valid for the period specified in the Agreement. Contract periods of fixed-term Agreements shall be agreed separately with the Customer.

Upon the end of the validity of the Agreement, all Services under the Agreement will also cease.

Termination of the Agreement

If the Customer's payment method is an invoice, the Customer has the right to terminate the Agreement by notifying Rakennustieto (Building

Information Ltd) in writing using the form on Rakennustieto's website no later than thirty (30) days before the end of the current contract period.

If the Customer's payment method is a credit card, the Customer has the right to terminate the Agreement by announcing termination of the Agreement in the online payment user interface before the end of the current contract period, i.e. before the next charging takes place.

Rakennustieto has the right to terminate the Agreement by notifying the Customer of termination of the Agreement no later than thirty (30) days before the end of the current contract period.

If either Party terminates the Agreement concerning *Online service, RT contract forms for housing, Digital book, Interface* or *Product information* (previously *RT product information*) publishing service, access to the relevant service will end at the end of the current contract period.

What has been agreed above regarding the termination of the Agreement does not apply to agreements on *Consulting services*. *Consulting services* are project-based or fixed-term assignments that cannot be terminated separately.

Termination of the Agreement based on cause

Either Party may terminate the Agreement immediately by notifying the other Party in writing, if:

- the other Party materially violates the Agreement and does not correct its violation within thirty (30) days after receiving a written claim from the other Party to rectify the violation; or
- the other Party is bankrupt or liquidated or is otherwise insolvent other than temporarily.

15. Intellectual property rights

The Agreement does not affect the rights to materials provided by the Parties to each other in connection with the Agreement. All intellectual property rights to Services, Content and Documentation, as well as any changes, variants and derivatives thereof, are the property of Rakennustieto (Building Information Ltd) and/or its licensors. However, the Customer owns the Customer's Information in accordance with section 6 and the Customer's Environmental Information in accordance with section 7. If the Customer wants to use Content in any way other than authorised by the licence type specified in section 3 of the Terms herein, a separate written application for permission to use Content is required.

16. Non-disclosure

The Parties undertake to keep confidential material and information received from the other Party confidential and not to use such material or information for purposes other than fulfilling the purpose of this Agreement. The structure of *Online service, Digital book, Interface* and *Product information* (previously *RT product information*) publishing service and the ideas, methods, techniques, manifestations and concepts contained or expressed therein are always confidential information of Rakennustieto (Building Information Ltd). Rakennustieto may disclose the Customer's confidential information to its subcontractors to the extent necessary for the fulfilment of Rakennustieto's contractual obligations on the condition that the subcontractors undertake a non-disclosure obligation that is substantially equivalent to the non-disclosure obligation specified herein. The non-disclosure obligation does not apply to the following material and information: (a) materials and information that is generally known or accessible to the public without breach of the non-disclosure obligation; (b) received by a Party from a third party; (c) held by the receiving Party before receiving it from the other Party; (d) independently created by a Party without using confidential information received from the other Party; or (e) which must be disclosed under a court decision or legislation otherwise. This non-disclosure obligation applies to each confidential piece of information for a period of five (5) years from the disclosure of the confidential information to the receiving Party. Rakennustieto has a perpetual right to use the acquired know-how, experience and professional skill, including feedback from the Customer regarding Services, Content and Documentation, without limitation.

17. Limitation of liability

Rakennustieto (Building Information Ltd) shall not be liable to the Customer for indirect loss or damage, such as unrealised net sales or operating profit, goodwill reduction or business interruption, or the cost of replacement products or services, or compensation to third parties.

Rakennustieto shall not be liable for erasure, loss or modification of information, nor any consequent loss or damage. Rakennustieto's total liability to the Customer for liability criteria that have occurred during each calendar month (including any damages, price reductions and refunds) is no more than the amount of payments excluding VAT paid by the Customer to Rakennustieto under the Agreement for that calendar month. The Customer must make any claims based on the Agreement without delay, and no later than one (1) year from when the Customer became aware of the liability criterion.

These limitations of liability apply to all claims and liability criteria. However, the limitations of liability are not applicable to loss or damage caused intentionally or through gross negligence.

18. Changing the Agreement and contract terms

Rakennustieto (Building Information Ltd) has the right to change the Agreement, the Terms herein and other terms applicable to the Agreement. In case of changes affecting the Customer's rights negatively or increasing Customer's obligations, Rakennustieto shall communicate the changes to Customer no later than thirty (30) days before the changes come to effect. The changes become binding to the Customer unless the Customer notifies Rakennustieto of not accepting the change before the change comes into force. If the Customer does not accept the change, both Parties have the right to terminate the Agreement in accordance with the thirty (30) day notice period.

Rakennustieto has the right to notify the Customer of other changes, such as technical changes, that do not substantially weaken the Customer's rights or substantially increase the Customer's obligations by notifying the Customer of the changes on Rakennustieto's website or in other suitable communication channel deemed best by Rakennustieto. These changes will come into effect at the date specified by Rakennustieto. The changes become binding to the Customer unless the Customer notifies Rakennustieto of not accepting the change before the change comes into force. If the Customer does not accept the change, both Parties have the right to terminate the Agreement in accordance with the thirty (30) day notice period.

19. Other terms and conditions

Force majeure

Rakennustieto is not liable for delays, errors or damage caused by an obstacle outside the reasonable control of Rakennustieto, the consequences of which Rakennustieto could not reasonably have avoided or overcome. Such obstacles include natural disasters, power or line cuts, disruptions to the Internet or other public network or telecommunications, cyber attacks, pandemics, strikes and other industrial action, or official regulations. Industrial action is also considered force majeure when Rakennustieto is its

subject or otherwise involved in it. Similar obstacles to subcontractors are also considered force majeure.

Transfer and subcontractors

Rakennustieto has the right to transfer the Agreement to its successor, The Building Information Foundation RTS s.r. or to another group company, or in connection with a business transfer or other arrangement, without the Customer's permission. Rakennustieto may use subcontractors to fulfil its obligations. Rakennustieto is liable for the actions of its subcontractors as if they were its own. The Customer does not have the right to transfer the Agreement without Rakennustieto's written approval.

Survival of terms

Upon expiry of this Agreement, the terms applicable to payment of fees for the duration of the Agreement, intellectual property rights, non-disclosure, warranty exclusion and limitations of liability shall remain in force. Any other terms of the Agreement that must remain in force despite the expiry of the Agreement due to their nature or wording shall also remain in force.

Entire agreement

This Agreement, including the Terms herein, shall cover all terms relating to the subject matter of the Agreement and supersedes any previous negotiations, oral and written agreements, marketing materials and offers on the subject matter of the Agreement between the Parties.

In case of conflict between the Agreement and the Terms herein, the Agreement shall take precedence.

Partial invalidity of the Agreement

Should any section of the Agreement (including the Terms herein) be found invalid, the rest of the Agreement shall remain in force. The Parties must amend the invalid section and the Agreement must be interpreted in such a way that the purpose of the original terms is maintained as far as possible and within the limitations of the applicable peremptory law.

Amendment of the Agreement and waiver of rights

All changes to the Agreement (including the Terms herein) must be made in writing. Either Party's waiver of the exercise of its rights must be made in writing, signed by an authorised representative of that Party.

Application of terms and peremptory legislation

These Terms shall apply as far as peremptory legislation does not dictate otherwise.

Disputes

With the exception of international conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods, this Agreement is governed by Finnish law. If disputes that cannot be resolved by negotiation within thirty (30) days after the start of settlement negotiations arise from the Agreement, either Party shall have the right to refer the matter to the District Court of Helsinki.

RAKENNUSTIETO OY

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