

SITEDRIVE – GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the use of SiteDrive, an online-based service meant for the scheduling and employee guidance of a construction project.

By signing or otherwise accepting the Service Agreement (by, for instance, clicking “Accept”), you accept these General Terms and Conditions.

1. Definitions

“**Customer**” means a company or corporation for which a user ID for the Service has been created on the basis of the Service Agreement and who will be granted access to the Service for the duration of the Agreement’s period of validity.

“**Customer Data**” means the Customer’s material and information that the Customer or a person acting on behalf of the Customer adds to or creates in the Service and provides to SiteDrive.

“**Intellectual Property Rights**” means copyrights, related rights (including rights to a database and a list or a photograph), patents, utility models, design rights, trademarks, brand names, trade and business secrets, know-how and any other registered or unregistered intellectual property right.

“**Users**” means the Customer’s employees and subcontractors who have the right to use the Service in accordance with the Service Agreement.

“**Party**” means either the Customer or SiteDrive (collectively referred to as “the Parties”).

“**Service**” means the online-based service called SiteDrive, meant for the scheduling and employee guidance of a construction project, provided by SiteDrive.

“**Service Fees**” means the payments charged by SiteDrive from the Customer for the use of the Service.

“**Service Agreement**” means the printed copy or digital agreement concerning the ordering of the Service made between the Parties.

“**Agreement**” means these General Terms and Conditions and the Service Agreement made between the Parties.

“**Error**” means a material deviation in the SiteDrive service in relation to the valid service description.

2. Use of the SiteDrive service

2.1. Access rights

The Customer has the right, in accordance with the terms and conditions of this Agreement and by paying the Service Fees on time, to use the Service during the validity of the Agreement in the form provided to the Customer by SiteDrive at the time. These access rights are non-exclusive and cannot be transferred or sub-licensed.

The Customer may use the Service only for its internal purposes, and the Customer does not have the right to resell or offer the Service or any part thereof to third parties.

SiteDrive has the right to block the Customer’s access to the Service if SiteDrive has a justifiable reason to suspect that the Customer is in breach of the terms and conditions of this Agreement.

2.2. Access restrictions

The Customer and Users may not:

- copy, modify, distribute, make available to the public, lease or sub-license the SiteDrive services, or otherwise provide third parties with access to the SiteDrive services;
- circumvent or try to circumvent the copy protection of the SiteDrive services;
- reverse engineer the SiteDrive services, unless permitted by mandatory legislation;
- use the SiteDrive services for illegal purposes.

2.3. Customer’s general obligations

The Customer is responsible for procuring and maintaining, at its own expense, the hardware and software required for the use of the SiteDrive services in accordance with the system requirements specified in the service description of each SiteDrive service.

The Customer agrees to defend, at its own expense, SiteDrive in any claims brought against it on the allegation that the Customer has breached the terms and conditions of this Agreement.

3. Registration and security

3.1. Registration and approval of the Agreement

The person signing or otherwise accepting the Agreement on behalf of the Customer confirms that they are authorised to represent the Customer specified in the Service Agreement.

The Customer must provide SiteDrive with the accurate and up-to-date information required for customer communication and for invoicing the SiteDrive services. The Customer must immediately inform SiteDrive of any changes to these details.

3.2. Security

The Customer and Users must keep their user IDs and passwords meant for the use of the SiteDrive services secure and secret, and must inform SiteDrive immediately if they have been used without authorisation or if the passwords have fallen into the hands of third parties. The Customer is responsible for all measures executed in the SiteDrive services using the Customer's user IDs.

User IDs are User-specific and individual Users may not share their user ID with other Users or persons.

4. Customer Data

4.1. Rights to Customer Data

The Intellectual Property Rights to the Customer Data are the property of the Customer.

SiteDrive and its subcontractors have a non-exclusive, worldwide and royalty-free right to use the Customer Data for the purposes of providing the Service to the Customer and analysing the use of the Service.

SiteDrive has the right to derive usage data and anonymised statistics from the Customer Data. All rights to such anonymised data reside with SiteDrive. For the sake of clarity, it is acknowledged that such anonymised data may not be used in a way that allows for the identification of the Customer or a third party.

4.2. Responsibility for Customer Data

The Customer is responsible for ensuring that it has the requisite rights to add Customer Data to the Service and for the use of the Customer Data.

5. Processing of personal data

5.1. Personal data collected by SiteDrive

In its customer register, SiteDrive collects data on the Customer and Users, concerning the Customer's order and the use of the SiteDrive services, required by SiteDrive to provide the Service to the Customer and for other purposes pursuant to SiteDrive's Privacy Policy. Such data includes email addresses and payment details. SiteDrive processes said data in accordance with its Privacy Policy.

5.2. The processing of personal data included in Customer Data

The Customer is responsible for processing and saving personal data in the Service in accordance with the Finnish Personal Data Act (523/1999) and any other laws, regulations and directives applicable to the processing of personal data.

If the Customer Data includes personal data, the Customer is the controller of said personal data, and if SiteDrive processes the personal data in question, it does so for the Customer.

If SiteDrive processes personal data for the Customer:

- a) The personal data is not transferred outside the EEA, unless otherwise agreed by the Customer and SiteDrive. All international transfers of personal data are carried out in accordance with valid legislation.
- b) The Customer is responsible for ensuring that it has the right to transfer the personal data to SiteDrive in such a way that SiteDrive can process the personal data legally for the Customer, in accordance with this Agreement.
- c) Unless otherwise agreed, the Customer authorises SiteDrive to use subcontractors in the data processing measures for processing purposes pursuant to this Agreement.
- d) The Customer is responsible for informing, in accordance with valid law, the data subjects and other third parties of SiteDrive's processing of personal data pursuant to this Agreement, and for ensuring that it has, when necessary, secured consent for the processing of personal data pursuant to this Agreement, should valid legislation so require.
- e) SiteDrive assists the Customer with the necessary technical and administrative measures to meet

data requests from the data subjects and to take care of any other statutory rights of the data subjects.

- f) SiteDrive supplies the Customer with the required information so that the Customer is able to show that it has taken care of its statutory obligations applicable to the processing of personal data.
- g) SiteDrive processes personal data solely for purposes pursuant to this Agreement and solely according to the written instructions provided by the Customer.
- h) Both Parties ensure, through technical and administrative measures, that personal data is not processed contrary to the law and that the information security pursuant to the Personal Data Act is not compromised.
- i) All personal data included in the Customer Data that is in the possession of SiteDrive must be anonymised or destroyed following the termination of this Agreement, after a reasonable period of return or immediately, should the Customer so request in writing, or if valid legislation so requires. SiteDrive will inform the Customer of the valid period of return once the Agreement comes to an end.
- j) The Parties agree to cooperate so as to comply with the EU's General Data Protection Regulation (2016/679) should it apply to SiteDrive's processing of personal data for the Customer during the validity of the Agreement.

6. Provision of the SiteDrive services

6.1. Content of the Service

SiteDrive is responsible for the Service, in terms of its material parts, complying with the Service's valid service description.

Notices concerning Errors must be made to SiteDrive's user support within 14 days of the appearance of the Error.

SiteDrive does not provide any guarantees other than those mentioned above in relation to the content or functionality of the Service.

6.2. Availability

In no way or form is SiteDrive responsible for services produced for the Customer by a third

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party on the basis of an agreement between another service provider and the Customer in relation to the Service.

The Service is subject to necessary maintenance measures, during which time the Service will not be available to the Customer. The Customer is not entitled to damages or compensation for any service breaks resulting from necessary maintenance measures, unless otherwise separately agreed. Maintenance measures resulting in service breaks may be necessary to install updates or changes to the Service, for maintenance of or repairs to the Service, or for reasons related to information security. SiteDrive aims to inform the Customer of such maintenance measures beforehand and to ensure that the maintenance measures do not cause any undue inconvenience to the use of the Service.

Service breaks may also occur due to disturbances in the services, networks or hardware of third parties. SiteDrive is not responsible for such disturbances in the services of third parties or for any breaks in the Service caused by them.

6.3. Changes to the SiteDrive services

SiteDrive is entitled, at any time, to change or update its SiteDrive services or to discontinue the provision of the SiteDrive services without the Customer's consent.

SiteDrive must inform the Customer of any material changes to the SiteDrive services no less than 30 days in advance. The Customer is entitled to terminate the Agreement due to a material change with a 14-day period of notice, prior to the entry into force of the change.

7. User support

SiteDrive provides Users with user support in accordance with what has been specified.

Questions related to the use of the SiteDrive services and notices concerning Errors in the SiteDrive services must be addressed to user support.

8. Service Fees and payment

The Service Fees applicable to the use of the SiteDrive services are agreed in the Service Agreement. Service Fees are invoiced monthly in advance. Payment is made against an invoice.

Service Fees related to the deployment are invoiced in connection with Agreement's signature.

The term of payment applicable to SiteDrive's invoices is 21 days net.

Interest on late payments is determined in accordance with the Finnish Interest Act (633/1982).

Value added tax and other applicable taxes and banking fees are added to SiteDrive's prices according to valid regulations.

Paid Service Fees cannot be returned to the Customer. If the Customer terminates the Agreement in the middle of an order period, the Service Fees paid for that order period will not be returned.

SiteDrive has the right to change the prices of the SiteDrive services by informing the Customer of the change in advance. The changes will take effect a month after the notice has been sent. The change will have no effect on the Service Fees of order periods that have begun before its entry into force. In the event that the Customer does not accept the change to the Service Fees of the Service, the Customer has the right to terminate this Agreement with a 14-day period of notice.

Complaints concerning invoices must be delivered to SiteDrive within seven days of the receipt of the invoice.

9. Non-disclosure

Each Party agrees to maintain the confidentiality of all materials and data it receives from the other Party in any format whatsoever that have been indicated as confidential or that should be understood as such ("Confidential Material"). Each Party has the right to:

- a) use Confidential Material only for purposes pursuant to this Agreement;
- b) copy Confidential Material only to the extent necessary for purposes pursuant to the Agreement; and
- c) transfer or disclose Confidential Material only to such employees and subcontractors of the Party who need access to the Confidential Material for purposes pursuant to the Agreement.

However, this non-disclosure obligation does not apply to material and data that:

- a) is generally available or otherwise in the public domain; or
- b) the Party receives from a third party without a non-disclosure obligation; or

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- c) was in the possession of the receiving Party without a non-disclosure obligation applicable to it before it was received from the other Party; or
- d) was developed independently by the Party without the help of the material or data received from the other Party; or
- e) the Party is obligated to publish or disclose due to a law, regulation or some other decision made by the authorities or on the basis of a court decision.

Each Party must immediately stop using the Confidential Material it has received from the other Party and, unless otherwise separately agreed with regard to the disposal of the material in question, return said material, including all copies thereof, when this Agreement comes to an end or when the Party no longer needs the material in question for a purpose pursuant to the Agreement. Both Parties are nevertheless entitled to retain the copies required by law or any orders from the authorities.

Both Parties have the right to use the professional skills and experience they accumulate during the course of the Agreement.

The rights and obligations applicable to this section shall remain in force even after the Agreement has ended and will remain in force for a period of five years as of the Effective Date or, if the Confidential Material is disclosed after the Effective Date, for a period of five years as of the disclosure of the Confidential Material.

10. Intellectual Property Rights

The Intellectual Property Rights to the SiteDrive services are the exclusive property of SiteDrive (or SiteDrive's licensors), including, but not limited, to source code and other code, manuals, documents, training materials, and all other materials related to the SiteDrive services.

This Agreement does not transfer or license SiteDrive's Intellectual Property Rights to the Customer, unless otherwise expressly agreed in this Agreement.

11. Limitation of liability

If either Party is in breach of the Agreement and fails to remedy its breach within a reasonable period of time (at least 30 days), the Party is liable for any direct damage it causes thereby. The Parties are not liable towards one another for any indirect damage

caused by a breach of this Agreement, such as lost profits or expected savings.

SiteDrive is not liable for any direct or indirect damage caused to the Customer as a result of the use of services produced for the Customer by another service provider.

SiteDrive's total maximum liability for any possible direct damage attributable to the use of the Service is equal to half of the Service Fees paid to SiteDrive on the basis of this Agreement.

However, this limitation does not apply to damage caused by the wilful or gross negligence of a Party.

This section describes the Parties' liability for damages in full.

12. Validity and termination

This Agreement enters into force on the Effective Date and will remain valid until further notice.

The Agreement may be terminated by either Party with a period of notice of one (1) month.

The termination must be submitted in writing to the other Party.

SiteDrive is entitled to terminate the Agreement with immediate effect if the Customer fails to pay overdue invoices within 30 days of having received a written reminder to that effect.

Either Party may terminate the Agreement if the other Party is declared bankrupt, placed into liquidation or debt restructuring, or becomes insolvent.

Those sections of this Agreement that, due to their nature, are intended to remain in force even after the end of the validity of this Agreement shall remain in force once the Agreement has come to an end.

13. Miscellaneous

13.1. Notices

All notices related to the Agreement must be made in printed copies or digital format and sent as a registered letter or via a courier or email to the receiving Party's address indicated in the Service Agreement. If the contact details of either Party change, the other Party must be informed of this without undue delay.

A notice sent via email is considered received on the next working day following the day on which it was sent, while a notice sent as a

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registered letter is considered received five days after the posting date, and a notice sent via a courier is considered received once it has been delivered to the recipient.

13.2. Subcontractors

SiteDrive has the right to have its tasks pursuant to this Agreement carried out by subcontractors. SiteDrive is responsible for the work of its subcontractors in the same manner as for its own work.

13.3. References

SiteDrive has the right to use the Customer's name and logo as part of SiteDrive's general list of customer references on its website and in its marketing materials.

13.4. Export restraints

The Customer agrees to abide by the export restraints applicable to the SiteDrive services and the related legislation.

13.5. Interpretation of the Agreement

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter discussed herein.

Even if SiteDrive were to fail to exercise all of its rights pursuant to this Agreement, SiteDrive shall not be considered to have waived or forfeited the rights in question.

If a clause included in this Agreement is found to be illegal or unenforceable, it will have no effect on the validity of the other clauses in this Agreement.

13.6. Transfer of the Agreement

SiteDrive has the right to transfer this Agreement to a company in its group or to the transferee/buyer of the transfer/sale of the business concerning this Agreement without the Customer's consent.

The Customer does not have the right to transfer this Agreement to a third party.

13.7. Amendments to the Agreement

SiteDrive may amend this Agreement by informing the Customer thereof prior to the entry into force of the new Agreement in a customer bulletin or otherwise in writing. If the Agreement is amended to the detriment of the Customer, the Customer is entitled to terminate the Agreement with immediate effect within one (1) month of being informed of the amendment.

13.8. Force majeure

If the performance of SiteDrive's obligations becomes impossible or unreasonably difficult due to an unforeseen event beyond the control of SiteDrive, SiteDrive is entitled to prolong the delivery period without liability for damages, contractual penalty, or other consequences. If the performance of the Service is impossible or unreasonably difficult to a considerable extent for more than one month, both Parties have the right to terminate the Agreement with immediate effect, without liability for damages.

13.9. Applicable law and disputes

This Agreement is governed by Finnish law.

Any disputes arising from this Agreement shall be resolved conclusively in arbitration proceedings pursuant to the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall consist of a single member. The arbitration proceedings shall be held in Helsinki, and the language of arbitration shall be Finnish.

The Customer may not use the SiteDrive services to engage in business that competes with SiteDrive. If the Customer wishes to use the Service in projects outside the scope of the Agreement, the price for the projects is negotiated separately between the Customer and SiteDrive.

In any respects not mentioned in the Agreement, the Agreement is subject to IT2015 YSE – General Terms and Condition

