

SOFTWARE ACCESS RIGHT AGREEMENT

1. PARTIES

The Parties to this Software Access Right Agreement (hereinafter referred to as “the Agreement”) are the end user’s employer (hereinafter referred to as “the Customer Company”), the end user (hereinafter referred to as “the End User”), and Telinekataja Group companies Telinekataja Oy, Kataja Event Oy, AS Telinekataja and ABAB Sverige AB (hereinafter referred to as “Telinekataja”). This Agreement grants only a limited right to the End User to access the Software specified in section 1. Telinekataja retains full ownership of the Software and all its intellectual property rights, as well as material created on the basis of it or saved in it. This Agreement specifies the access rights of the Customer Company and the End User to the Software, and this is not a sales contract.

2. BACKGROUND AND PURPOSE OF THE ACCESS RIGHT AGREEMENT

Telinekataja has created a software application through which the Customer Companies and personnel of the Telinekataja Group can manage the scaffolding required in the projects. As a rule, the scaffolding needs are registered through the software application.

3. ENTRY INTO FORCE OF THE SOFTWARE ACCESS RIGHT AGREEMENT

Before the deployment of the Software and/or service, the End User must accept the terms and conditions of this software agreement as binding on the End User. The terms and conditions are accepted when the End User registers their username. When accepting the terms and conditions, the End User is obligated to ensure that they have the right to accept the terms and conditions of the software agreement on behalf of the Customer Company. If the End User has no authority to sign on behalf of the Customer Company, the End User is obligated, in connection with the username registration, to ensure that their employer or their client, meaning the Customer Company, is committed to following these contractual terms for their part.

4. TERMS AND CONDITIONS RELATED TO THE USE OF THE SOFTWARE

4.1 Limited access right to the Software

This Agreement grants the Customer Company and the End User only a limited right to access the Software created by Telinekataja and specified in section 4.2. Telinekataja retains full ownership of the Software and all its intellectual property rights, as well as material created on the basis of it or saved in it. The Software Access Right Agreement specifies the access rights of the Customer Company and the End Users to the Software.

4.2. Software

In these terms and conditions, “Software” refers to all the following: (i) the source code and interface of the Software, (ii) possible update and change versions and copies of the Software (hereinafter jointly referred to as “the Updates”), (iii) all Software-related material, documentation and other written material (hereinafter referred to as “the Material”), (iv) control theories, models, data material and calculation results of the Software, (v) visual design of the Software, as well as material created or saved in the Software. The Agreement, as well as possible extensions or changes delivered with the Software, and possible later additions and/or the Updates constitute the Software’s access right in its entirety.

4.3. Maintenance and technical support

Telinekataja maintains the Software. However, Telinekataja is not obligated to provide technical support for the Customer Company or the End User, unless this is separately agreed between the Parties in writing.

4.4. Rights of the Customer Company and the End User

Telinekatalaja grants the Customer Company and its designated End Users a limited right to use the Software, as it is, in accordance with separately specified access right levels.

The End User is obligated to read this Agreement through carefully before starting to use the Software for the first time. By registering in the service by clicking the "Register" button, the End User accepts the Software's terms and conditions as binding on themselves. When the End User uses the Software, they are always regarded as having read the terms and conditions of the Agreement through carefully, understood their content, and committed to fully complying with the Agreement.

The access right is personal. The End User is obligated to keep their username related to the Software safe, and it is prohibited to disclose the username to a third party. No other user is allowed to use the Software simultaneously with the same access right. This right cannot be transferred to a third party under any circumstance. The Customer Company is obligated to ensure that the End User complies with the terms and conditions of this Agreement.

The End User may copy the documentation related to the Software only for the Customer Company's internal use or for the explicit purpose of using the Software.

4.5. Limitations to the rights of the Customer Company and the End User

It is prohibited for the Customer Company and the End User to misuse, copy or distribute the Software or parts thereof or to create new software on the basis of it. The Customer Company and the End User do not have the right to (i) edit, translate or copy the Software or parts thereof or transfer the access right, (ii) create new software or other materials on the basis of the Software or parts thereof, such as data material or calculation results, (iii) circumvent the technical restrictions of the Software, (iv) investigate the Software's creation method or try to find the source of the Software in any way, for example, by trying to decode the Software or disassemble or destroy the Software, (v) sell the Software further, rent or lease it, use it under partial ownership or lend it, or grant sub-licences, (vi) edit, copy or distribute the Material included in the Software without appropriate copyright markings or source information, and (vii) use the Software in any unlawful manner.

4.6. The End User's liability to compensate

If the End User breaches, in any way, the terms and condition of the Agreement, the End User is jointly and severally liable with the Customer Company to compensate the financial losses caused to Telinekatalaja.

4.7. Intellectual property rights

The ownership and all intellectual property rights and copyrights on the Software belong exclusively to the Telinekatalaja Group's parent company Telinekatalaja Oy. The intellectual property rights and copyrights are protected by, for example, the Finnish Copyright Act. The Agreement does not assign any intellectual property rights on the Software or any other non-specified rights to the Customer Company or the End User.

4.8. About the limitations of liability related to the functionality of the Software

The Customer Company and the End User approve that the Software is delivered as it is. Telinekatalajalla has no obligations to change or update the Software. The Customer Company and the End User understand that there might be interruptions and functional defects in the use of the Software. Telinekatalaja is not responsible for ensuring that the Software would function without interruptions and flawlessly. Telinekatalaja is also not responsible for ensuring that the functions of the Software meet the demands of the Customer Company or the End User. The Customer Company and the End User are responsible for selecting the Software and for the related risks, as well as for reaching the intended end result with the Software. The Customer Company and the End User are responsible for the use of the Software and the results achieved with the Software.

49. General limitations of liability

Telinekataja is not responsible for losses that are caused by the Software downtime or other errors or functional defects in the Software.

Telinekataja is also not responsible for losses caused by the negligence or defects of the Customer Company or the End User or errors made by third parties. Telinekataja is also not responsible for such events or situations that constitute force majeure for the fulfilment of the contractual obligations. Telinekataja's responsibility is limited, in all situations, to the amount of direct damage possibly caused to the Customer Company and the End User. Telinekataja is not responsible, in any circumstance, for any indirect damage, such as the Customer Company's or the End User's loss of profit and income, business interruptions, loss of business-related data and similar damage.

In so far as the Customer Company and the End User are regarded as a Consumer in accordance with the legislation, the limitations of liability of the terms and conditions concerning the End User are applied to the extent that the minimum rights laid down in the compelling legislation do not restrict the limitations of liability.

4.10 Other obligations

When the Customer Company and the End User are using the Software, Telinekataja is responsible for the Software and its use only pursuant to the terms and conditions that have been expressly mentioned in this Agreement.

5. APPLICABLE LAW AND GENERAL ORDERS

The Agreement is governed by Finnish law. All disputes arising from the Agreement and the access rights and use of the Software shall finally be settled in the district court of the domicile of the Telinekataja Group's parent company Telinekataja Oy.

If a part of the Agreement is declared void, this will not affect the other parts of the Agreement whose terms and conditions will remain valid. All amendments to the Agreement must be made in writing.

Telinekataja is entitled to unilaterally amend the terms and conditions of the Agreement by notifying this to the Customer Company in writing three (3) months before the entry into force of the amendments. The Customer Company is obligated to forward the amendments to the terms and conditions to the End User. The amendments will enter into force three (3) months after the written notification has been sent, whether the Customer Company and the End User accept them or not.

6. TERMINATION OF THE AGREEMENT AND THE RIGHTS OF THE END USER

The Customer Company can terminate the Agreement at any time by notifying this to Telinekataja in writing, after which the access rights of the Customer Company and all the End Users to the Software and all material and data created on the basis of it shall lapse. On the basis of the termination, the access rights of the Customer Company and the End Users to the Software will end with immediate effect.

Telinekataja has the right to terminate the Agreement with immediate effect, if the Customer Company or its End User does not comply with the orders of the Agreement or the terms and conditions provided to the End User, or uses the Software for unlawful purposes. The access rights of the Customer Company and the End User to the Software shall lapse automatically without a separate notification from Telinekataja.

If the Customer Company or its End User has not used the Software for one (1) year, Telinekataja can terminate the Agreement without a separate notification or, alternatively, remove the username of an individual End User. In the same

connection, the Customer Company's access rights to the Software will be terminated. The End User's first name and last name will be stored in the Software for five (5) years after the removal of the username.

Telinekataja has, at any time, the right to terminate the Agreement with three (3) months' notice. Telinekataja terminating the Agreement may be related, for example, to a situation in which the Software is no longer maintained or updated. When the access rights are terminated, the Customer Company can obtain the so-called raw data concerning the company that has been imported into the Software by notifying this to Telinekataja. Telinekataja has the right to charge a separate compensation for the service in question.

7. FEES RELATED TO THE USE OF THE SOFTWARE

Telinekataja offers limited use of the Software to the Customer Company and the End User free of charge. However, Telinekataja has the right to change the fee policy within the notice period of the previously mentioned Agreement.