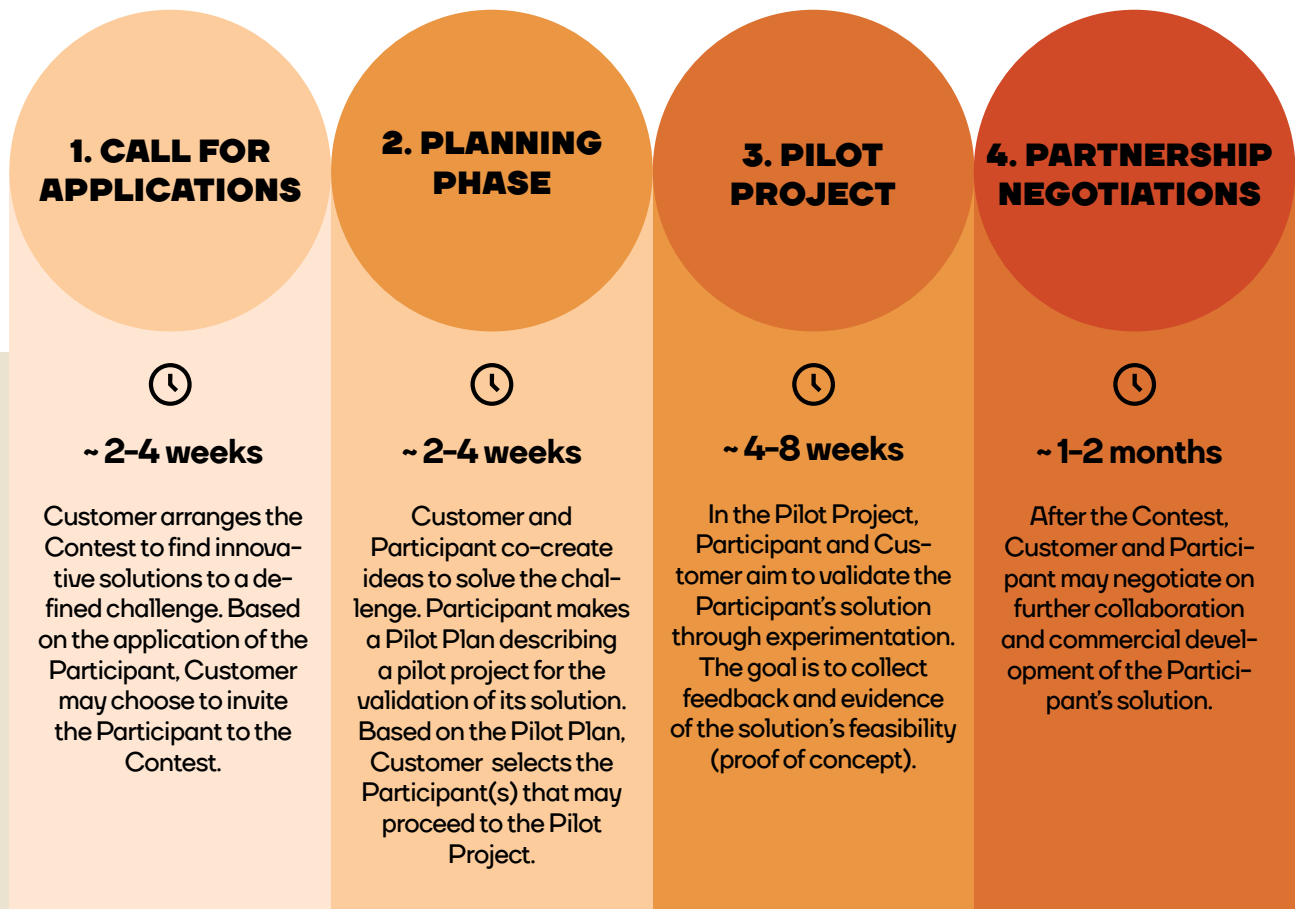


General Terms for Open Innovation Contest

The aim of the Open Innovation Contest (the **Contest**) is to find and select the most suitable partner(s) to solve an innovation challenge of Customer. The Contest is a framework for co-creating innovative solutions, enabling fast piloting before negotiating further collaboration. These General Terms for Open Innovation Contest were developed to expedite the process of experimentation and to establish common rules and policies for successful and respectful collaboration in innovation contests.



About the Agreement

These General Terms set out the framework, process and general terms for the collaboration between Participant and Customer in the Contest.

The identity of Customer is set out in the Call for Applications of Customer and the identity of Participant is set out in the application to the Contest submitted by Participant to Customer.

These General Terms are a part of the **Agreement** between Participant and Customer setting out the terms governing the Contest.

The Agreement consists of (as applicable):

- Additional terms agreed between the parties
- The Pilot Plan accepted by the Customer (as described in **Appendix 1: Pilot Plan template**)
- Call for Applications (as described in **Appendix 2: Call for Applications template**)
- These General Terms.

In case of any conflicting terms, the documents shall apply in the order stated above.

The Agreement enters into force and becomes binding upon the parties when the Participant submits its application to the Customer's Contest as a response to the Customer's Call for Applications.

1. CALL FOR APPLICATIONS

Customer publishes Call for Applications.

Participant applies to participate in the Contest.

Participant may apply to participate in the Contest by submitting its application to Customer as a response to the Call for Applications.

Customer reviews Participant's application

and either declines Participant's application or invites Participant to participate in the Contest.

Participant will be notified about Customer's decision

within 7 calendar days from the application deadline.

Participant confirms its participation

in the Contest within 7 calendar days from being notified of Customer's approval of Participant's application. In case Participant's application is declined by Customer, Participant may not participate in the Contest.

2. PLANNING PHASE

Participant gets access to Customer Materials

for the purposes of participating in the Planning Phase and preparing Participant's Pilot Plan. **Customer Materials** means any documents, information, items and materials in any form, which are provided by Customer to Participant in connection with the Contest.

Participant prepares and submits Pilot Plan to Customer

by the deadline set out in the Call for Applications.

The **Pilot Plan** describes Participant's solution to Customer's challenge and a pilot project for the validation of the solution. The Pilot Plan shall include at least the items set out in **Appendix 1 (Pilot Plan template)**.

Customer approves or declines Pilot Plan

Customer shall within 7 calendar days from the deadline for the Pilot Plan review the Pilot Plan and either dismiss the Pilot Plan or negotiate with Participant a version of the Pilot Plan acceptable to both parties.

3. PILOT PROJECT

The Parties may enter into a Pilot Project.

Unless Customer has dismissed the Pilot Plan, the parties enter into a Pilot Project when both parties have accepted the Pilot Plan.

Participant carries out the Pilot Project.

Participant undertakes to take part in the efficient implementation of the Pilot Project, and to cooperate and carry out its obligations and tasks assigned to it in the Pilot Plan.

Customer contributes to Pilot Project.

Customer shall contribute to the Pilot Project as set as set in the Pilot Plan, as well as provide information reasonably requested by Participant and provide any good faith cooperation reasonably required for the purpose of enabling Participant to carry out the Pilot Project.

Participant submits the Deliverables to Customer.

As the end-result of the Pilot Project, Participant will deliver to Customer the Deliverables described in the Pilot Plan.

4. PARTNERSHIP NEGOTIATIONS

Exclusive negotiation rights for 60 days

After the end of the Pilot Project, during a period of 60 calendar days, Customer has the exclusive right to negotiate with Participant in good faith on the commercially reasonable terms and conditions for the parties' continued collaboration, or concerning additional or exclusive rights to the Deliverables. After this period, if written agreement on continued collaboration is not formed, exclusive negotiation rights will be dismissed.



Payments

The Participation Reward is defined in the Call for Applications and is the price payable by Customer to Participant for submitting a Pilot Plan. The Participation Reward is payable by Customer to Participant in one instalment upon submission/delivery by Participant of the Pilot Plan to Customer.

The Pilot Price is defined in the Pilot Plan and is the price payable by Customer to Participant for the Pilot Project. The Pilot Price is payable by Customer in two instalments:

- 50% of the Pilot Price is payable after the Pilot Plan has been approved the parties
- 50% of the Pilot Price is payable after delivery of the Deliverables conforming to the agreed requirements.

Payment will be made against invoice to Participant with a business ID and bank account, which information shall be submitted by Participant to Customer. The payment term of each invoice is 14 days net.

Any travel expenses, daily allowances, overtime and third-party costs incurred by Participant are included in the above sums unless otherwise agreed between the parties.



Reference Right and Publicity

In case Participant submits a Pilot Plan, both parties may use Participant's participation in the Contest as a reference. The parties acknowledge that only public information of the Contest may be disclosed as part of such reference.

Participant understands that its team members and their activities in the Contest might be photographed and videographed, and that the Customer, media, or other third parties may use and publish such photo and video footage.



Data Protection

In case either party processes personal data on behalf of the other party during the course of the Contest, the parties undertake to conclude a data processing agreement governing such processing of personal data on behalf of the other party.



Intellectual Property

No pre-existing Intellectual Property Rights of the parties shall be transferred under this Agreement.

Intellectual Property Rights means any registered and unregistered intellectual property rights and any applications thereof, including without limitation patents, designs and trademarks, copyrights and related rights, domain names as well as know-how, trade secrets and Confidential Information.

Participant shall retain all Intellectual Property Rights to documents, information, items and materials it supplies to Customer including the Pilot Plan and Deliverables (**Participant Materials**).

However, Participant grants to Customer and Customer's group companies a worldwide, perpetual, irrevocable and non-exclusive right to use the Pilot Project's Deliverables in their operations, including the right to modify the Deliverables.

Participant acknowledges and agrees that Participant Materials may be used by Customer for evaluating Participant's performance and in internal communications for the purposes of the Contest.

Customer shall retain all Intellectual Property Rights to the Customer Materials. Participant may use the Customer Materials during the Contest for the sole purpose of participating in the Contest.

In case Participant registers and/or administrates and/or creates a trademark, design, logo, trade name, domain name, e-mail address, or social media account on behalf of Customer for the purposes of the Contest, the Participant agrees to transfer the ownership and control of such registrations or accounts to Customer immediately upon the request of Customer.



Confidentiality

Each party undertakes to maintain in confidence any Confidential Information received in any form from the other party, and not to disclose such information or materials to a third party or to use Confidential Information of the other party for purposes of the Contest.

Confidential Information means any information and materials in any form that have been marked confidential or that are to be considered trade secrets or otherwise confidential information of a party, including technical, commercial and financial information.

Receiving party shall restrict access to Confidential Information to only those of its employees, representatives, subcontractors and advisors to whom such access is necessary for the purposes of the Contest. Receiving party shall ensure that these persons are bound by a confidentiality obligation equivalent to the confidentiality obligation set forth in this Agreement.

Upon the written request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party and any copies thereof, or where instructed by the disclosing party, destroy any copies thereof.

The duty of confidentiality becomes effective as of the disclosure of the Confidential Information and remains in force for a period of 5 years after the end of the Contest.



Third-party Services

The parties may use third parties to facilitate the parties' participation to/arrangement of the Contest. The use of any third-party services may be subject to separate terms and conditions between Participant and the third party and/or Customer and the third party, respectively.



Participant Guarantees That:

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- It has used its best efforts to ensure the accuracy of the Participant Materials.
- It has all necessary rights to disclose and submit the Participant Materials to Customer for the purposes of the Contest.
- The disclosure and submission of the Participant Materials do not breach any contract or obligation between Participant and a third party.
- The Deliverables do not infringe the Intellectual Property Rights of third parties.
- The Participant Materials do not contain any viruses, Trojan horses, worms, harmful code or any other element that is malicious or damaged.



Limitation of Liability

No party shall be responsible to the other party for any indirect or consequential loss or similar damage, including without limitation loss of profit, loss of revenue or loss of contracts.

For any remaining contractual liability, a party's aggregate liability towards the other party shall be limited to the amounts payable by Customer to Participant under the Agreement.

The limitations of liability under this section do not apply to any damage caused by the liable party's willful misconduct, gross negligence, breach of confidentiality obligations or infringement Intellectual Property Rights.



Ending the Cooperation

A party may terminate the Agreement with immediate effect by giving written notice to the other party, if:

- The other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- The other party becomes insolvent, files for bankruptcy, or becomes subject to bankruptcy proceedings of any type.

In addition, during the Planning Phase:

- Customer has the right to disqualify Participant and/or its team members from the Contest, for example due to breach of the Agreement by Participant or another reasonable and justified reason established by Customer.
- Participant may cancel its participation in the Contest.

In case Participant's participation is cancelled or Participant is disqualified during the Planning Phase, Participant is not eligible for the Participation Reward.

The contact persons set out in the Pilot Plan may by mutual agreement agree to terminate the Agreement between the parties.



Miscellaneous

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Independency and non-solicit.

The Agreement shall not constitute an employment relationship between Participant or its employees and Customer. The parties shall during the Contest and during 6 months after the Contest, refrain from recruiting any person employed by the other party and involved in the Contest and from soliciting or attempting to solicit any such person to resign from employment with the other party.

Assignment of the Agreement and subcontractors.

Participant may not assign the Agreement to any third party. Participant may not use subcontractors without the Customer's prior consent. Customer may assign the Agreement as part of a sale or transfer of its business operations pertaining to the Agreement.

Modification of this Agreement requires the authorization of both parties.

No modification, alteration, or waiver of any provision of the Agreement shall be binding on the parties unless accepted by both parties. However, the Pilot Plan may be amended during the Pilot Project by the contact persons of the parties set out in the Pilot Plan by mutual agreement.



Governing Law and Dispute Resolution

The Agreement shall be governed by and construed in accordance with the laws of the Customer's domicile.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall primarily be settled through negotiation between the parties. In case the dispute cannot be resolved amicably, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of

the Finland Chamber of Commerce by one (1) arbitrator nominated by the Finland Chamber of Commerce.

The arbitration shall be conducted in the Customer's domicile. The award shall be final and binding on the Parties. The arbitration proceedings, any statements made in the proceedings or documentation and other information part of the proceedings as well as the final award shall be deemed Confidential Information.