USE OF IT2015 TERMS AND CONDITIONS

The primary purpose of the IT2015 terms and conditions is to facilitate the drafting of the agreements in the IT sector and lower the costs resulting from entering into agreements. The starting-point for the drafting of the IT2015 terms and conditions has been to draft terms and conditions that apply to the use in domestic IT deliveries between a customer and supplier. The IT2015 terms and conditions are not intended to be used in agreements entered into between consumers.

The IT2015 terms and conditions replace the IT2010 terms and conditions. However, the IT2015 terms and conditions do not replace the IT2010 terms and conditions if they have been referred to in the agreement.

Before entering into an agreement, it is recommended that the parties to the agreement familiarize themselves with the IT2015 terms and conditions and ensure that the terms and conditions are applicable to the intended use in question. The purpose of these guidelines is to call the contracting parties’ attention to certain general facts to be taken into consideration in the drafting of an agreement. The guidelines do not remove the need to always on a case-by-case basis consider and agree on the content of the agreement between the customer and supplier.

Terms and conditions annexes and annexing them to agreements

The IT2015 terms and conditions consist of nine different agreement terms and conditions annexes:

YSE – IT2015 YSE General Terms and Conditions
EAP – IT2015 EAP Special Terms and Conditions for Consulting and Other Professional Services
EJT – IT2015 EJT Special Terms and Conditions for Deliveries of Data Systems and Customised Software
EKT – IT2015 EKT Special Terms and Conditions for Deliveries of Software Using Agile Methods
ELH – IT2015 ELH Special Terms and Conditions for Equipment Maintenance
ELT – IT2015 ELT Special Terms and Conditions for Deliveries of Equipment
EOY – IT2015 EOY Special Terms and Conditions for Software Maintenance
ETP – IT2015 ETP Special Terms and Conditions for Services Delivered Via Data Network
EVT – IT2015 EVT Special Terms and Conditions for Deliveries of Standard Software
As a starting-point, the parties to the agreement shall always annex the General Terms and Conditions (YSE) to the agreement. The parties shall select the special terms and conditions annexes (EAP, EJT, EKT, ELH, ELT, EOY, ETP and EVT) that apply to the situation in question. The special terms and conditions annexes have been drafted with the purpose that they are always used together with the General Terms and Conditions (YSE). The Service Level Description is a document template, which the parties to the agreement may utilize by attaching it as an annex to the agreement when drafting a possible Service Level Agreement (SLA).

The parties to the agreement may amend the agreement structure pursuant to the IT2015 terms and conditions in order for it to suit various situations. For example, when agreeing on professional services, the parties to the agreement should attach the General Terms and Conditions (YSE) and Special Terms and Conditions for Consulting and Other Professional Services (EAP) to the agreement, whereas when agreeing on software maintenance, the Special Terms and Conditions for Software Maintenance (EOY) should in turn be selected in addition to the General Terms and Conditions (YSE).

Instead of an individual delivery or service type, the object of the agreement may also be a complete delivery, where an individual delivery contains products and services subject to different special terms and conditions. In the drafting of the agreement, special attention should be paid to the terms concerning the complete delivery, such as the limitation of liability, delivery terms of the entity and acceptance processes. Although e.g. the penalties for delay sanctions concerning the delivery are included in the special terms and conditions, situations concerning a complete delivery have been endeavoured to be taken into consideration in the drafting of the terms and conditions in question. If the object of the agreement consists of products and services delivered in accordance with different special terms and conditions, the parties to the agreement should define in detail in the agreement the special terms and conditions that are applied to the part of the delivery in question. The parties to the agreement should neither include unnecessary annexes to the agreement.

The parties to the agreement should list each document that is to be a part of the agreement in detail in the agreement, which are in addition recommended to be annexed as part of the agreement template or other agreement document to be signed. When the parties to the agreement refer in the agreement to its appendices, such reference should be unambiguous. A general reference e.g. to the “IT2015 terms and conditions” is not sufficient. The agreement templates included in the IT2015 terms and conditions present a manner in which the contracting parties may refer to the IT2015 special terms and conditions annexes. Even an unambiguous reference to the annexes included in the agreement presented in the agreement text is not as such in all cases sufficient. In general, the annexes separate from the agreement body may be considered as having become a part of the agreement, if the annexes have been added to the agreement as agreement documents or annexes have been referred to in the agreement and the parties to the agreement have in addition to the reference had an actual opportunity to familiarize themselves with the
annexes before entering into the agreement. Regardless of what is stated above, it is advisable that in addition to the reference, the parties to the agreement include the IT2015 terms and conditions annexes as agreement documents to all such agreements that contain a reference to the IT2015 terms and conditions. Otherwise the parties to the agreement may face dispute as to the interpretation of whether the referred terms and conditions annexes have in fact become part of the agreement binding the parties.

If the agreement consists of several documents, the terms or conditions in different documents may contradict each other. It is advisable for such eventuality to agree on the manner in which the possible discrepancies between the terms and conditions are to be resolved. Also in this respect, the agreement templates included in the IT2015 terms and conditions provide one manner to agree on the matter.

**General Terms and Conditions (YSE)**

The General Terms and Conditions (YSE) are intended to be used in connection with the sale and/or licensing of information technology products or agreeing on the information technology services. The terms and conditions that apply to the use in different types of deliveries, services and agreements have been collected to the General Terms and Conditions. The terms and conditions that are characteristic only to certain types of deliveries, services or agreements are included into the special terms and conditions annexes.

The General Terms and Conditions are intended to be annexed to all agreements in which the IT2015 terms and conditions are used. As regards to the order of priority, it is stated in the special terms and conditions that their application takes precedence over the General Terms and Conditions.

According to the General Terms and Conditions, disputes are primarily settled in arbitration pursuant to the Arbitration Rules of the Central Chamber of Commerce (see YSE 13.2). If the parties to the agreement consider, on a case-by-case basis, it to be more appropriate that the disputes are settled in a court of general jurisdiction or in other proceedings, a written term concerning such shall be added to the agreement.

According to the General Terms and Conditions, the amendments and additions shall be agreed in writing (see YSE 15.3). There might be need to specify or amend this on a case-by-case basis. It is often necessary especially in project-based agreements to agree who shall have the right to agree on changes to the project plan, content of the delivery or terms of the agreement (see EJT 5.9).

In connection with the drafting of an agreement, the parties to the agreement should pay special attention to the following terms and conditions and term entities:
- YSE 4 (prices)
- YSE 5 (payment terms)
- YSE 6.1 (right to have tasks based on the agreement carried out by a subcontractor)
- YSE 7.4 (expiration of the confidentiality obligation)
- YSE 8 (data security, processing of personal data and backup)
- YSE 10.1 (country of use and delivery)
- YSE 12 (liability for damages and limitation of liability)

The questions concerning the prices (see YSE 4) and payment terms (see YSE 5) have been addressed below in section ‘Price and payment terms’. The use of subcontractors is relatively unrestricted (see YSE 6.1). As regards to subcontracted work, a party to the agreement may in certain situations have justified grounds to require that the other party to the agreement discloses the subcontractors used by it or the party to the agreement may require that the subcontractors used by a party to the agreement are to be approved by the other party to the agreement, e.g. by the means of prior written acceptance. In such situations the parties to the agreement need to agree on deviating terms. In connection with the confidentiality obligations, the starting-point is that they shall expire five (5) years after the expiration of the agreement (see YSE 7.4). It may be necessary to agree in a deviating manner on a case-by-case basis. As regards to the data security (see YSE 8.2), it is in the interests of the parties to the agreement to specify e.g. what is the required level of data security. The questions concerning data security and the processing of personal data (see YSE 8.3) have been discussed in section ‘Processing of personal data and data security’. As regards to backups (see YSE 8.4), the customer should consider ordering a backup service from a supplier either as a part of the agreement or by a separate agreement. If the country of delivery and use is other than Finland, the parties to the agreement shall agree on the matter (see YSE 10.1). The liability for damages and limitation of liability (see YSE 12) has been discussed in short in section ‘Liability for damages and limitation of liability’.

**Consulting and Other Professional Services (EAP)**

The Special Terms and Conditions for Consulting and Other Professional Services (EAP) are intended to be used together with the General Terms and Conditions (YSE) when different consulting or professional services in the IT sector are agreed. The consulting and professional services may be very different as to their content. It is characteristic for such services that an expert or a consultant (supplier) assigns its expertise and work input to the use of the customer for the purpose of performing a certain task requiring specific expertise. The terms and conditions may be used together with the consulting and other professional services agreement template or delivery agreement template. In addition to the Special Terms and Conditions for Consulting and Other Professional Services (EAP) and the General Terms and Conditions (YSE), the agreement usually requires also other appendices, which may consist of e.g. pricelist, acceptance process or project plan. The Special Terms and Conditions for Consulting and Other Professional Services (EAP) and the agreement template may be used e.g. for the purpose of drafting software definitions. However, if the parties endeavour to contractually tie the definition phase to the implementation
phase, such shall be taken into consideration in the drafting of the complementary terms and conditions.

The Special Terms and Conditions for Consulting and Other Professional Services (EAP) are not intended to be used in connection with the equipment or software maintenance services of recurring nature. The Special Terms and Conditions for Equipment Maintenance (ELH) are intended to be used in connection with the maintenance of the equipment and Special Terms and Conditions for Software Maintenance (EOY) are intended to be used in connection with the software maintenance. The terms are neither intended to be used when the matter is concerned with the leasing of employees.

The terms and conditions provide the supplier with quite extensive freedom as regards to the selection of the working methods used in practise (see EAP 4.2). In certain situations, it may be necessary for the parties to the agreement to specify the working methods on a case-by-case basis.

The parties to the agreement shall in the agreement define the tasks belonging within the scope of the professional services and their schedule. In case the parties to the agreement wish to connect the provision of an expert service to a certain expert or person, it shall be taken into consideration in the drafting of the agreement (see EAP 4.7).

In the drafting of an agreement, the parties to the agreement should pay specific attention to the following terms and conditions:

- EAP 4.5 (reporting)
- EAP 4.6 (notices concerning the report)
- EAP 5.1 (rights to the results of the professional service)
- EAP 5.2 (scope of the right of use)
- EAP 6.2 (validity period)

The parties to the agreement are recommended to ensure that the terms concerning reporting, as well as the acceptance of the service’s results and intermediate reports (see EAP 4.5 and 4.6), are applicable to the situation in question and that the terms concerning the rights of the parties to the results of the service correspond to the parties’ intention (see EAP 5.1 and 5.2). It is also advisable that the parties to the agreement ensure that the terms concerning validity are applicable to the situation in question (see EAP 6.2) or, when needed, agree on a delivery schedule.

**Special Terms and Conditions for Deliveries of Data Systems and Customised Software (EJT)**

The Special Terms and Conditions for Deliveries of Data Systems and Customised Software (EJT) are intended to be used together with the General Terms and Conditions (YSE), when the deliveries of data systems or customised software
deliveries are being agreed and situation is concerned with projects based on a
binding requirements analysis (definitions) (so-called waterfall model). The terms may
be used together with the delivery agreement template. In addition to the Special
Terms and Conditions for Deliveries of Data Systems and Customised Software
(EJT) and General Terms and Conditions (YSE), usually the addition of also other
agreement annexes, such as e.g. pricelist, system description, acceptance process,
operating environment, project plan, product and service summary or training plan, is
usually required.

The Special Terms and Conditions for Deliveries of Data Systems and Customised
Software (EJT) have not been intended to be used in software deliveries where the
so-called agile methods are used. In such case the use of Special Terms and
Conditions for Deliveries of Software Using Agile Methods (EKT) is recommended.
The Special Terms and Conditions for Deliveries of Data Systems and Customised
Software (EJT) have neither been intended to be used in agreeing on the deliveries
of equipment or exclusively on the delivery of standard software. Special Terms and
Conditions for Deliveries of Standard Software (EVT) are intended to be used in the
delivery of standard software and Special Terms and Conditions for Deliveries of
Equipment in the delivery of equipment (ELT).

The delivery projects of data systems differ from each other. Due to their diversity,
these projects usually contain more risks than the deliveries of standard products. For
this reason, the parties to the agreement should pay specific attention to the
delivery’s project plan, as well as the parties’ roles and liability distribution. It is
advisable for the parties to the agreement to agree in detail on the delivery schedule,
required resources and phases of the delivery. It might be necessary for the parties to
the agreement to specify the terms concerning the acceptance process (see EJT 8),
such as matters concerning the criticalness classification of defects. The same also
applies to the acceptance of partial deliveries (see EJT 8.7).

Due to the unambiguousness of the object of delivery and terms and conditions
applicable to it, it is very important for the parties to the agreement to define in the
agreement which parts of the data system are customised software (see 2.1 EJT),
standard software (see EJT 2.6) or open source software (see EJT 2.2). The
customised software shall always be defined in the agreement. The object of delivery
does not contain customised software, unless otherwise is agreed. The customised
software may refer e.g. to software frequently made or modified (tailored) for the
customer by the supplier within the scope of the project or changes to the standard
software undertaken for the customer by the supplier. It is usually justified not to
define the supplier’s general purpose software components as customised software.
However, these facts have been left for the parties to the agreement to agree on.

Different terms may become applicable in connection with the same data system (see
YSE 3.3 and 3.4). The parties to the agreement should draft the agreement in a
careful manner and seek to avoid situations in which different terms are applied to the
different parts of the same software. If the data system contains standard software or
open source software, it is advisable for the parties to the agreement to attach the terms and conditions concerning such to the agreement.

It is advisable that the parties to the agreement pay attention to the accurate drafting of the definitions. The definitions have a crucial effect not only on the technical specifications and functionality of the product but also on testing (see EJT 8.3), acceptance of the delivery (see EJT 8.4 and 8.5) and warranty (EJT 11). The parties to the agreement should also define the operating environment, because it affects, among others, the installation (see EJT 7.1 and 7.3), acceptance tests (see EJT 8.2) and warranty (see EJT 11.2).

The terms and conditions offer the supplier with a fairly extensive freedom as regards to the selection of the practical working methods (see EJT 5.7). It may in some situations be necessary for the parties to the agreement to specify the working methods on a case-by-case basis. The parties to the agreement should take into consideration that it is often necessary to draft an agreement concerning support and maintenance at the same time with the delivery agreement. The matters concerning this have been described in the section ‘Service, maintenance and support’.

When drafting an agreement, the parties to the agreement should pay special attention to the following terms and conditions:
- EJT 5.9 (steering group's right to decide on changes)
- EJT 6.1 (reporting)
- EJT 8.1 (tests performed by the supplier)
- EJT 10.1 (rights to the data system)
- EJT 10.2 (scope of the licence)
- EJT 10.4 (right to make or have changes made)

The project's steering group set by the parties to the agreement shall, as a starting point, have the right to decide on the changes to the data system (see EJT 5.9). The starting-point as regards to the reporting shall be that the supplier provides information on the progress of the project in writing at least once a month, as well as in the final report (see EJT 6.1). However, it may be necessary to deviate from this on a case-by-case basis. As a starting-point, the supplier shall perform its customary tests to the object of delivery before the customer's acceptance testing (EJT 8.1). In order to ensure that no dispute as to the functioning of the object of delivery would arise afterwards, it may be necessary for the parties to the agreement to agree in more detail on the acceptance tests to be performed on the object of delivery. As regards to the rights to the object of delivery, the starting-point has been adopted that the intellectual property rights shall primarily belong to the manufacturer and the customer obtains a licence for its internal use and the internal use of the companies belonging to the same group (See EJT 10.1 and 10.2). If the licence is determined by these special terms and not by the licence terms of the supplier or manufacturer of the software included as part of the agreement, the customer shall not necessarily have the right to make or have a third party make changes to the object of delivery (see EJT 10.4). The customer needs to ensure that the scope of the licence is
sufficient and also that changes may in practise be made. It is not often possible for the customer to make changes to the software without the source code (EJT 7.2). On the other hand, the parties to the agreement may agree that the supplier shall undertake the software's maintenance and future development.

**Special Terms and Conditions for Deliveries of Software Using Agile Methods (EKT)**

The Special Terms and Conditions for Deliveries of Software Using Agile Methods (EKT) are intended to be used together with the General Terms and Conditions (YSE), when the deliveries of software using agile methods are agreed. The terms may be used together with the agreement template drafted for the agile methods. In addition to the Special Terms and Conditions for Deliveries of Software Using Agile Methods (EKT) and General Terms and Conditions (YSE), the agreement usually also requires other appendices, e.g. price annex.

The Special Terms and Conditions for Deliveries of Software Using Agile Methods (EKT) are not intended to be used in software deliveries, which are based on binding requirements analysis (definitions) (so-called waterfall model). Special Terms and Conditions for Deliveries of Data Systems and Customised Software (EJT) are intended to be used in connection with such deliveries. The EKT special terms and conditions are neither intended to be used in connection with solely agreeing on the deliveries of standard software. Special Terms and Conditions for Deliveries of Standard Software (EVT) are intended to be used in the deliveries of standard software.

The delivery projects based on agile methods differ from each other. Due to their diversity, these projects usually contain more risks than the deliveries of standard products. For this reason, the parties to the agreement should pay specific attention to the parties’ roles and liability distribution. It might be necessary for the parties to the agreement to specify the terms concerning the acceptance process (see EKT 8).

Due to the unambiguousness of the object of delivery and terms applicable to it, it is very important for the parties to the agreement to define in the agreement which parts of the object of delivery are standard software (see EKT 2.8) or open source software (see YSE 2.1). The deliverables contain standard software or open source software only if such has been agreed in writing (see YSE 3.2).

Different terms may become applicable to the entity to be delivered (see YSE 3.3 and 3.4). The parties to the agreement should draft the agreement in a careful manner and seek to avoid situations in which different terms are applied in an overlapping manner. In case the deliverables contain standard software or open source software, it is advisable for the parties to the agreement to attach the terms concerning such to the agreement.
It is advisable for the parties to the agreement to pay attention to the selection of a suitable agile method. It has crucial importance as to the organization of the project (see EKT 5.1), roles and authorities of project personnel (see EKT 5.2), project documentation (see EKT 6.1), working methods (see EKT 6.5) and reporting (see EKT 7.1).

The parties to the agreement should take into consideration that it is often necessary to draft an agreement concerning support and maintenance at the same time with the delivery agreement. The matters relating to this have been described in section ‘Service, maintenance and support’.

When drafting an agreement the parties to the agreement should pay specific attention to the following terms and conditions:
- EKT 4.3 (prioritization of the backlog)
- EKT 5.2 (roles and authorities of the personnel resources)
- EKT 6.4 (carrying out of an iteration)
- EKT 6.5 (working methods)
- EKT 6.6 (customer’s right to end the project)
- EKT 7.1 (reporting on the progress of the project and iterations)
- EKT 9.1 (penalty for delay)
- EKT 10.1 (intellectual property rights)

Management of the prioritization of the backlog is the customer's task (see EKT 4.3). The roles and authorizations of the project's personnel resources are determined in accordance with the agile method project model agreed by the parties to the agreement (see EKT 5.2). However, it may be necessary on a case-by-case basis to deviate from such. The starting-point is that the iteration is carried out by using the supplier’s working methods (see EKT 6.5), in the agreed place of work and also the customer’s project personnel shall take part in the project meetings (see EKT 6.4). If the parties to the agreement wish to define the working methods or carrying out of the iteration in a more specific manner, such shall be agreed in writing. The customer may decide to end the project by informing the supplier of such in writing at least 14 days in advance (see EKT 6.6). If the supplier wishes to provide the customer with a shorter notice period or if the customer’s right to give notice is endeavoured to be restricted, such shall be agreed in writing. The supplier shall report on the progress of the project and iterations at least once a week in a manner pursuant to the agile method project model chosen by the parties to the agreement, as well as in the end of each iteration (see EKT 7.1). It is advisable for the parties to the agreement to consider the reporting practises. It is justified especially in short iterations to consider whether separate reporting is at all required in addition to the delivery of releases. The party to the agreement shall not as a starting-point have a right to obtain a penalty for delay (see EKT 9.1 and 9.2). If the parties wish to extend the scope of the penalty for delay to concern individual releases, it is usually necessary for the sake of clarity to, at the same time, agree on the acceptance process and date of individual releases. As regards to the rights to the object of delivery, the starting-point has been adopted that the intellectual property rights shall primarily belong to the manufacturer.
and the customer obtains a licence for its internal use and the internal use of the companies belonging to the same group (See EKT 10.1 and 10.2). The customer needs to ensure that the scope of the licence is sufficient and also that changes may in practise be made. It is not often possible for the customer to make changes to the software without the source code (EKT 7.4). On the other hand, the parties to the agreement may agree that the supplier shall undertake the software’s maintenance and future development.

**Equipment Maintenance Services (ELH)**

The Special Terms and Conditions for Equipment Maintenance (ELH) have been intended to be used together with the General Terms and Conditions (YSE), when the recurring maintenance services of IT sector equipment is agreed. The terms and conditions may be used together with the equipment maintenance agreement template. In addition to the Special Terms and Conditions for Equipment Maintenance (ELH) and the General Terms and Conditions (YSE), also the addition of other agreement annexes, which may include e.g. pricelist, service description, service level description or product and service summary, is usually required.

The terms and conditions offer the supplier with a fairly extensive freedom as regards to the selection of the practical working methods (see ELH 2.2). It may in some situations be necessary for the parties to the agreement to specify the working methods on a case-by-case basis.

It is advisable for the parties to the agreement to pay attention to the question of which measures are included in the fixed maintenance fee (recurring fee, monthly fee). Other than the services covered by the recurring fee are charged separately from the customer.

In connection with drafting the agreement, the parties should pay specific attention to the following terms and conditions and term entities:

- ELH 2.3 (performance of the maintenance service)
- ELH 5 (service levels)
- ELH 6.2 (validity period)

As a starting-point, the maintenance service shall be performed at the customer’s premises in Finland (see ELH 2.3). The parties to the agreement shall agree if the maintenance is performed via remote access or if it required that the customer delivers the equipment to service. The terms and conditions have adopted the starting-point that the parties define the content of the maintenance services and service levels in the body of the agreement or in its annex. Unless the definition has been undertaken, the terms and conditions contain minimum service level terms (see ELH 5). However, it may be necessary for the parties to the agreement to agree on the matter in a deviating or more detailed manner e.g. as regards to the service hours. It is recommended that the parties to the agreement ensure the applicability of the terms and conditions to the situation in question (see ELH 6.2).
Deliveries of Equipment (ELT)

The Special Terms and Conditions for Deliveries of Equipment (ELT) are intended to be used together with the General Terms and Conditions (YSE), when the deliveries in the IT sector are agreed. The terms may be used together with delivery agreement template. In addition to the Special Terms and Conditions for Deliveries of Equipment (ELT) and General Terms and Conditions (YSE), the addition of also other annexes to the agreement, such as a pricelist, is usually required.

The terms and conditions have been drafted for the sale of equipment, so when agreeing on e.g. the leasing or test use of equipment, the parties to the agreement should on a case-by-case basis draft the complementing terms.

It is advisable for the parties to the agreement to take into consideration that it is often necessary to draft a maintenance agreement at the same time with the delivery agreement. The matters relating to this have been described in section ‘Service, maintenance and support’.

When drafting an agreement, the parties should pay specific attention to the following terms and conditions and term entities:
- ELT 2.3 (delivery clause)
- ELT 2.4 (installation)

According to the terms, the customer installs the equipment (see ELT 2.4). The customer shall also be obliged to inspect the equipment. The delivery term of equipment delivery is delivered to the place in Finland specified in the agreement (see ELT 2.3).

Software Maintenance Services (EOY)

The Special Terms and Conditions for Software Maintenance (EOY) are intended to be used together with the General Terms and Conditions (YSE), when the recurring software maintenance services in the IT sector are agreed. The terms and conditions have been intended to be used in the maintenance of both, standard and customised software and they can also be used in the maintenance of open source software. Different software shall be specified in the agreement or in its annexes. The terms and conditions may be used together with the software maintenance agreement template. In addition to the Special Terms and Conditions for Software Maintenance (EOY) and General Terms and Conditions (YSE), also the addition of other annexes to the agreement, such as pricelist, service description, service level description or product and service summary, is usually required.

It is advisable that the parties to the agreement pay attention to the question of which measures are included in the fixed maintenance fee (recurring fee, e.g. monthly fee).
Other services than the services covered by the recurring fee shall be charged separately from the customer.

The parties to the agreement shall define the object of the maintenance service in the agreement (see EOY 5.1). The terms and conditions contain the definitions concerning the software's new versions and software maintenance releases (see EOY 2.1 and 2.2). There is reason to establish the applicability of the definitions especially in case the copyright to the software belongs to a third party.

In drafting the agreement, the parties should pay specific attention to the following terms and conditions and term entities:
- EOY 4.5 (installation)
- EOY 5.2 (intellectual property rights)
- EOY 6 (content of the service and service levels)
- EOY 7.2 (validity period)
- EOY 8.1 (expiry of the termination assistance)

The customer shall be responsible for the installation of the software maintenance releases, unless otherwise is agreed (see EOY 4.5). The software maintenance does not alter the original agreement as regards to copyright or terms of use (see EOY 5.2). The starting-point of the terms is that the parties to the agreement shall define the content of the maintenance services, service hours and levels in the body of the agreement or its annex. Unless the definition has been undertaken, primarily the supplier's and secondarily the manufacturer's maintenance terms in force at each time shall be observed (see EOY 6.1). It is advisable for the parties to the agreement to ensure that the terms concerning the validity are applicable to the situation in question (see EOY 7.2). The parties to the agreement should also pay attention to the term of the notice period and termination assistance in order to ensure that the period of time required for the possible transfer of services is sufficient. As regards to the termination assistance, the starting-point is three (3) months from the expiration of the agreement (see EOY 8.1).

**Services Delivered Via Data Network (ETP)**

The Special Terms and Conditions for Services Delivered via Data Network (ETP) are intended to be used together with the General Terms and Conditions (YSE) when the services delivered via a data network are agreed. The terms and conditions apply to the delivery of SaaS (Software as a Service) and, in an applicable extent, also to the delivery of other cloud services. The terms and conditions may be used together with the agreement template for services delivered via data network. In addition to the Special Terms and Conditions for Services Delivered via Data Network (ETP) and General Terms and Conditions (YSE), also the addition of other annexes to the agreement, such as pricelist, service description or service level description (SLA), is usually required.
When drafting an agreement, the parties should pay specific attention to the following terms and conditions and term entities:
- ETP 2.1 (customer’s material)
- ETP 2.2 (software service)
- ETP 2.3 (supplier’s material)
- ETP 3.3 (support relating to the deployment of the software service)
- ETP 5 (content of software service and service level)
- ETP 7.1 (date of the services’ deployment)
- ETP 7.2 (supplier’s right to invoice for services)
- ETP 8.1 (right of use)
- ETP 10.6 (handing over of the customer’s material)
- ETP 11.1 (installation, change or maintenance work)
- ETP 12.1 (backup)
- ETP 15.2 (period of validity)
- ETP 16.1 (termination assistance)

The software service constituting the object of the agreement shall be defined in the agreement (see ETP 2.2). The general definitions of the customer’s material (see ETP 2.1) and supplier’s material (see ETP 2.3) are included in the terms and conditions, but it is advisable for the parties to the agreement to ensure that the definitions apply to the case in question and, when needed, define the material. The starting-point is that the parties to the agreement define the content of service and service levels in the actual agreement or its annex. Unless the definition of the service has been undertaken, the supplier’s terms in force at each time shall be observed (see ETP 5.1). The parties to the agreement may use the IT2015 Service Level Description as assistance when the service level is being defined. The parties to the agreement may at the same time agree on installation, change or maintenance work (see ETP 11.1). The software service does not include the tasks concerning the deployment (see ETP 3.3 and 5.3) or the training of the customer’s personnel (see ETP 5.3), unless such have been agreed in writing. Unless the parties to the agreement have agreed in more detail, the supplier shall commence the delivery of the service within a reasonable period from the signing of the agreement or order confirmation (see ETP 7.1). The supplier may invoice the service when it is available to the customer at the access point. It may due to these facts be important for the customer to agree on a specific deployment time for the service. The customer and third parties acting on behalf of the customer shall have the right to use the service as well as the supplier’s material in the customer’s business operation for the term of the agreement (see ETP 8.1). If this right of use is not suitable, the parties to the agreement shall agree on a right of use deviating from such. It may be necessary for the parties to the agreement to specify the terms concerning the handing over of the customer’s material (see ETP 10.6). As regards to the backups, it may be necessary for the parties to the agreement to deviate from the terms and conditions or agree in more detail e.g. on the date of taking backups and storage of backup copies (see ETP 12.1). If the agreement remains in force for the time being, it is advisable for the parties to the agreement to ensure that the terms concerning the validity are applicable to the situation in question (see ETP 15.2). It is advisable for the parties to
the agreement to pay attention to the term of the notice period and termination assistance for the purpose of ensuring that the terms concerning the validity apply to the situation in question. As regards to the termination assistance, the starting point shall be three (3) months from the expiry of the agreement (ETP 16.1).

**Deliveries of Standard Software (EVT)**

The Special Terms and Conditions for Deliveries of Standard Software (EVT) are intended to be used together with the General Terms and Conditions (YSE), when the deliveries of standard software are agreed. The standard software refers to software or software component, which is marketed or licenced to several customers (see EVT 2.1). The terms and conditions may be used together with the delivery agreement template. In addition to The Special Terms and Conditions for Deliveries of Standard Software (EVT) and General Terms and Conditions (YSE), also the addition of other annexes to the agreement, such as pricelist, system description, acceptance process, operating environment or training plan, is usually required.

The Special Terms and Conditions for Deliveries of Standard Software (EVT) are not intended to be used when agreeing on the deliveries of customised software. Neither are the terms and conditions intended to be used as sole special terms when agreeing on the deliveries of data systems, even if the data systems would include standard software. The Special Terms and Conditions for Deliveries of Data Systems and Customised Software (EJT) are intended to be used in connection with such deliveries. However, the Special Terms and Conditions for Deliveries of Standard Software (EVT) may be utilised also as the delivery terms of standard software included in a data system, if no terms and conditions have been drafted for such standard software (see YSE 3.4).

The parties to the agreement should define the operating environment, because it may affect, among others, the installation (see EVT 3.6) and warranty (see EVT 7.2). The customer shall perform the so-called acceptance test (see EVT 3.8) to the standard software. If it is appropriate to specifically agree on an acceptance process or criteria, the parties to the agreement should draft such terms on a case-by-case basis.

It is advisable for the parties to the agreement to take into consideration that it is often necessary to draft a separate agreement on maintenance at the same time with the delivery agreement. The matters concerning this have been described in section ‘Service, maintenance and support’.

When drafting an agreement, the parties should pay specific attention to the following terms and conditions:
- EVT 3.3 (delivery clause)
- EVT 3.5 (installation)
- EVT 4.2 (right of use)
As regards to the delivery method, the starting-point is that the standard software is delivered as saved on media and to the place in Finland specified in the agreement (EVT 3.3). The parties to the agreement should agree on the matter otherwise e.g. if the standard software is available for the customer to download from the supplier’s website. The starting-point of the installation is that the customer installs the standard software (see EVT 3.5). If the licence has not otherwise been defined, the customer shall obtain a device-specific licence to the standard software that applies to its own internal use (see EVT 4.2). It is advisable for the parties to the agreement to ensure that the scope of the licence is sufficient with respect to the intended purpose of use.

**SERVICE DESCRIPTION AND AGREEMENT TEMPLATES**

The IT2015 terms and conditions compilation contains a service level description template and seven (7) different agreement templates:

- IT2015 Service Level Description on Measuring the Usability of the Service
- IT2015 Agreement on Consulting and Other Professional Services
- IT2015 Equipment Maintenance Agreement
- IT2015 Software Maintenance Agreement
- IT2015 Non-Disclosure Agreement
- IT2015 Agreement on Services Delivered via Data Network
- IT2015 Delivery Agreement

The agreement templates are general agreement templates and their purpose is to facilitate the drafting of agreements. Several sections of the agreement templates contain ready solutions of which the parties to the agreement may select the alternative that is best suitable for the situation in question. The solutions are usable in most typical situations, but the parties to the agreement shall consider their use on a case-by-case basis.

The applicable appendices are intended to be added to an agreement drafted with the help of the agreement templates. In addition to the General Terms and Conditions (YSE) and special terms and conditions annexes, also the addition of other annexes to the agreement, such as a pricelist, is often required.

It is important for the parties to the agreement to pay attention to the order of priority of the agreement documents. The agreement templates have adopted the starting-point that what is agreed in the documents shall be primarily applied in relation to the annexes of an agreement. As regards to the annexes, a term in an annex drafted by the parties to the agreement shall replace a term in the IT2015 special terms and conditions (EAP, EJT, EKT, ELH, ELT, EOY, ETP, EVT and YSE), if the annex drafted by the parties to the agreement and the IT2015 agreement terms and conditions annex contradict each other.

**Service Level Description on Measuring Usability of the Service (SLA)**
The Service Level Description on Measuring Usability of the Service template is intended to be utilized in connection with the drafting of a Service Level Agreement (SLA) for such service that can be measured by its usability. Such service may be eg. SaaS-service or other cloud service.

The Service Level Description template forms a frame for agreeing on a service level. The parties to the agreement shall negotiate and define, among others, the numerical values applicable to the Service Level Description.

The usability of the service shall act as the service level indicator in the Service Level Description template. An indicator suitable for the purpose shall depend on case-by-case factors, for which reason it may be necessary for the parties to the agreement to agree on other indicators in addition to or instead of usability. The matters concerning the service level have been addressed in the section ‘Service Level’.

NON-DISCLOSURE AGREEMENT

The Non-Disclosure Agreement (NDA) template has been intended to be used when the parties to the agreement endeavour to agree separately that a certain matter (e.g. development project), material or information shall be confidential. The parties to the agreement should note that the General Terms and Conditions include provisions on confidentiality (see YSE 7). Depending on the case, these terms may be sufficient for the purposes of the parties to the agreement.

The object of confidentiality has been left for the parties to the agreement to define on a case-by-case basis, so that the Non-Disclosure Agreement template could be used flexibly in different situations. In order for the Non-Disclosure Agreement template to secure the confidentiality interest of the parties to the agreement in the most appropriate manner, the parties should define the object of confidentiality in a careful and clear-cut manner. As regards to group relations, it is advisable for the parties to the agreement to agree on the complementary, specifying or deviating terms.

The parties to the agreement may when necessary agree on liquidated damages for the purpose of promoting the observance of the confidentiality obligation. The necessity and drafting of the liquidated damages clause (among others, as regards to the amount of the liquidated damages and form of the clause) require case-by-case based consideration, which has been assigned with the parties to the agreement.

MODEL AS ETHICAL PRINCIPLES OBSERVED IN BUSINESS OPERATION

The IT2015 terms and conditions compilation includes a model as the ethical principles observed in the business operation. The purpose of the document is to act as a model for companies when their own ethical guidelines are being drafted. The model is not intended to be annexed to agreements.

MATTERS AGREED IN AGREEMENTS ON CASE-BY-CASE BASIS

Deliverables

The parties to the agreement shall define the deliverables in writing (see YSE 3.1).

The definition of the deliverables is essential with respect to the carrying out, interpretation and application of the agreement. Therefore, it is recommended to undertake the definitions with utmost care. The parties to the agreement may define the deliverables e.g. by using the IT2015 agreement template.

Validity period of the agreement and delivery schedule

The parties to the agreement shall agree on the validity period of the agreement or delivery schedule on a case-by-case basis in a manner applicable to the situation in question. The agreement may remain in force for a fixed period or for the time being. In case of an agreement in force for the time being, it is in addition necessary to agree on the notice period and process. In turn, it is necessary in a delivery agreement to agree on the delivery schedule. The IT2015 terms and conditions do contain terms and conditions concerning the phasing of the delivery (e.g. definition and carrying out phase or pilot and distribution phase), because the delivery projects differ from each other. The parties to the agreement may when necessary draft the terms and conditions concerning such matters on a case-by-case basis.

Certain special terms and conditions included in the IT2015 terms and conditions compilation contain, as regards to certain recurring services, terms concerning the validity period of the agreement (see EAP 6, ELH 6, EOY 7 and ETP 15). However, the terms and conditions in question shall only be applied if otherwise has not been agreed between the parties to the agreement. The parties to the agreement shall always on a case-by-case basis agree on the delivery schedule or whether the agreement is in force for a fixed term or for the time being.

Price and payment terms

The starting-point of the IT2015 terms and conditions is that the parties to the agreement shall agree on a case-by-case basis on the price or charging policy, as well as on the possible payment instalments. In addition, the starting-point is that the parties to the agreement shall on a case-by-case basis agree also on the payment terms.

It is advisable for the parties to the agreement to consider different pricing models. For example, a fixed or time charging-based (e.g. price per hour) pricing or ceiling or target price may be used in e.g. services including professional services or in project deliveries. In addition, the parties to the agreement may agree on a case-by-case basis e.g. on the price of additional and modification work or charging policy, the payment of the fees in instalments, as well as on how often and much the prices may be changed during an agreement period, unless the same prices remain force for the
entire term of the agreement. There may be a need for the parties to the agreement to agree on a delivery agreement e.g. that part of the price shall be paid only after the ending of the acceptance processes or expiration of warranty obligations. The parties to the agreement may also when needed agree in more detail on the process observed in connection with a change in prices or charging policy. The parties to the agreement may agree on a price by attaching an applicable pricelist or separately drafted price annex to the agreement.

The parties to the agreement should consider the payment term on a case-by-case basis. The processing and acceptance processes may in certain situations require more than 14 days and, in such situations, a longer payment term may be justified.

The General Terms and Conditions (YSE) contain terms concerning the pricing and payment terms in case the parties to the agreement do not agree on the matter. According to the terms and conditions, the price is in such case determined in accordance with the supplier’s pricelist in force at the time of the order and the payment term shall be 14 days (see YSE 4 and 5). However, the terms in question shall be applied only unless otherwise has been agreed between the parties.

**Liability for damages and limitation of liability**

The starting-point of the IT2015 terms and conditions is that the parties to the agreement agree on the liability for damages and limitation of liability on a case-by-case basis. When agreeing on the liability for damages and limitation of liability, the parties to the agreement may take into consideration e.g. the value and significance of the delivery, as well as other case-sensitive factors.

The limitations of liability are common in the IT-sector. For this reason, the General Terms and Conditions (see YSE 12) contain certain limitation of liability terms for the eventuality that the parties to the agreement do not agree on the matter. It is advisable for the parties to the agreement to pay attention to the fact that that the matter is concerned with the so-called limitation of overall liability. The parties to the agreement may also agree on a limitation of liability of a different kind. It is advisable for the parties to the agreement to agree on deviating terms especially in connection with the complete deliveries containing several products and services. The limitation of liability terms in IT2015 terms and conditions are to be applied only unless otherwise has been agreed between the parties to the agreement.

**Service description**

The service description is a document usually drafted by the supplier which describes the content of the service. The service description is usually drafted on a case-by-case basis.

It may be necessary for the parties to the agreement to include the service descriptions possibly drafted for the services covered by the agreement in order to
avoid later dispute as to the content of the service constituting the object of the agreement.

Service level

The starting-point of IT2015 terms and conditions is that the parties to the agreement shall agree on the service level on a case-by-case basis. The parties to the agreement may agree on the service level e.g. in the text of the agreement or in its annex, such as in a service level description or a corresponding service level agreement or as part of the service description.

When agreeing on the service level, the parties to the agreement should pay attention to the following matters:

1) Service level indicators. The object selected as a service level indicator is to a great extent dependent on the nature of the service. For example, usability, number of interruptions of use or period of time required for replying to an error notice or commencement of the repair measures, may be used as an indicator. Such object whose realization may be monitored in a credible manner should be chosen as the indicator. In case usability is chosen as the indicator, the parties to the agreement may agree on the usability of the service e.g. as a percentage figure or by defining the times and dates when the service shall be available to the customer. The service may be available for continuous use (24/7) or at certain times. The service may be available for use during weekdays at different times than during weekends. For the purpose of avoiding future disputes, it is advisable for the parties to the agreement to pay special attention to the definition, monitoring and reporting of the indicator and its calculation principle.

2) Maintenance interruptions. The parties to the agreement may agree that the supplier shall have the right to interrupt the provision of the service for maintenance, software update or other corresponding measures. The parties to the agreement may also agree that the supplier shall carry out the measures regularly at a certain time (so-called maintenance window) or always when needed. It is advisable for the parties to the agreement to agree also on e.g. the process observed in connection with the notification of maintenance measures, contact persons and manner in which the maintenance interruptions affect the evaluation of the service’s usability.

3) Compensation and penalties. The parties to the agreement may agree that the supplier shall be liable to pay compensation or penalties to the customer, if the service has not corresponded to the agreed service level. If the payment of the compensation or penalty is agreed, the parties to the agreement shall define e.g. the situations in which the supplier is obliged to pay compensation or penalty and the manner in which the amount of the compensation or penalty shall be determined.

The ELH annex (see ELH 5) contains terms and conditions concerning the service level for the eventuality that the parties to the agreement do not agree on the matter.
However, the terms and conditions in question shall only be applied, unless otherwise has been agreed between the parties to the agreement. When agreeing on the service level, the parties to the agreement may when necessary utilize the IT2015 Service Level Description in connection with services delivered via data network or other such services whose service level indicator may be the usability of the service.

Service, maintenance and support

The IT2015 terms and conditions have been drafted in such manner that the agreement types concerning the delivery and recurring services are considered separately. Although delivery and maintenance are tightly connected to each other, they are different as agreement types. Delivery is non-recurring as to its nature, whereas maintenance is a recurring service. Therefore, it is often appropriate that an agreement is drafted for delivery and separate agreement or an annex is drafted for service, maintenance and support phase following the delivery phase.

It may be essential for the parties to the agreement to ensure that service, support and maintenance is available for the object of delivery, e.g. equipment, software or data system, for a sufficiently long period following the acceptance of the delivery. This may be ensured by drafting a service agreement concerning service, support and maintenance or an agreement annex at the same time with the delivery agreement.

As regards to the support, it is advisable for the parties to the agreement to agree e.g. on what is covered by the support, at what time and on which dates it is available and what channels are utilized as regards to the support (e.g. support offered via telephone or email). In addition, it is advisable to agree on the languages in which support is available and the manner in which the support has been priced, if it is subject to charges.

The parties to the agreement may utilize the Special Terms and Conditions for Software Maintenance (EOY) and the Special Terms and Conditions for Equipment Maintenance (ELH) included in the IT2015 terms and conditions when agreeing on service or maintenance services.

Instructions and training

The parties to the agreement may agree that the supplier provides the customer with instructions or training concerning the service or equipment. This may be important for the purpose of ensuring the ease of use.

As regards to the instructions, it may be necessary for the parties to the agreement to agree in more detail e.g. on the extent of the instructions and where and in which languages the instructions are available and how often they are revised. As regards to the training, it is advisable for the parties to the agreement to agree e.g. on its extent, content and date. It may also be important for the parties to the agreement to
agree on what kind of knowhow and other abilities are expected from the users of the equipment or software, because it contributes to the appropriateness of the instructions, training and also user support.

Processing of personal data and data security

Personal data is often processed in connection with IT deliveries and services. When processing personal data, the party to the agreement shall observe the legislation binding it, such as Personal Data Act (523/1999) and Information Society Code (917/2014), as well as other possibly applicable special regulations, authority regulations and good data processing practise. In addition, a party to the agreement shall also observe the arrangements agreed by the parties to the agreement, which are not in conflict with the binding legislation or authority regulations.

The General Terms and Conditions (YSE) and Special Terms and Conditions for Services Delivered via Data Network (ETP) contain the minimum terms and conditions for the processing of personal data and data security for the eventuality that the parties to the agreement do not agree on the matter in more detail (see YSE 8 and ETP 13). In addition, the ETP annex contains terms and conditions concerning the processing of personal data and data security (See ETP 14). It is usually necessary for the parties to the agreement to agree on the matter in more detail than the minimum terms and conditions by taking into consideration the special characteristics and other case-specific factors concerning the delivery or service in question. When agreeing on the matter, it is advisable for the parties to the agreement to pay attention to the following issues:

1) Controller. According to the Personal Data Act, the controller refers to one or more persons, corporation, institution or foundation for the use of whom the personal data file is set up and who is entitled to determine the use of the file, or who has been designated as a controller by the act (see section 3 of the Personal Data Act). The controller shall, in addition to other obligations, ensure that the data systems to be taken into use observe the requirements set by the legislation. This concerns, among others, the acquisition of data processing services, use of subcontractors and transfer of personal data abroad. Usually the customer shall act as the controller and the supplier acts on behalf of the customer, but there is reason for the parties to the agreement to clarify this on a case-by-case basis.

2) Data security. According to the Personal Data Act, the controller shall, among others, carry out the technical and organisational measures necessary for securing personal data against unauthorised access, accidental or unlawful destruction, manipulation, disclosure, transfer and other unlawful processing (see section 32, subsection 1 of Personal Data Act). On the other hand, anyone who operates on the behalf of the controller shall, before starting the processing of data, provide the controller with appropriate accounts and assurances, as well as other adequate guarantees of the security of the data as provided in the legislation (see section 32, subsection 2 of Personal Data Act). Therefore, the
parties to the agreement should define the service’s data security requirements in sufficient detail in the agreement. For example, the written data security practices observed by the parties to the agreement may be annexed to the agreement.

3) Transfer of personal data information abroad and facilitating access to the personal data from abroad. The General Terms and Conditions (see YSE 8.3) contain fairly strict terms regarding the transfer of and access to personal data. If the parties to the agreement need to process personal data in an extent exceeding such scope, the parties should consider and agree on the processes concerning the processing of personal data on a case-by-case basis and take into consideration the requirements set by the regulations.

Instructions and additional information concerning the processing of personal information can be found e.g. on the website of the Data security Ombudsman www.tietosuoja.fi/en/.

Auditing

It might be necessary for the parties to the agreement to agree on an audit or inspection right concerning the delivery or service. Auditing may be used before entering into an agreement for the purpose of ensuring that the supplier’s operation fulfils the data security requirements or other requirements subject to the audit or after entering into an agreement for the purpose of ascertaining a defect, flaw, disruption or omission in e.g. delivery, service or reporting. The auditing may be undertaken either by a party to the agreement or, as is often agreed, an outside expert who is independent from the parties. Depending on the audit term in the agreement or the agreement between the parties, the audit may either be ordered by the supplier or customer.

Situations concerning the auditing are diverse, so the necessity of terms and conditions concerning them has been left for the parties to the agreement to consider on a case-by-case basis. If the parties to the agreement decide to agree on auditing, it is advisable for them to agree e.g. on the party carrying out the auditing or selection method, as well as the scope, time and costs of the audit.

Escrow

It might be necessary for the parties to the agreement to agree on escrow, that is a deposit service, in relation to the delivery or service. Escrow refers to a service in which a neutral service provider (escrow agent) holds the deposited material (e.g. source code of software or documentation) in escrow and releases it to the use of a party to the agreement in accordance with the terms agreed in the escrow agreement. Typically the condition for release is e.g. the supplier’s bankruptcy or the cessation of the maintenance of the product subject to escrow.
Taking the escrow service into use requires, in addition to an agreement between the parties to the agreement, an agreement with an escrow agent. The operating practises and terms and conditions of different escrow agents differ from each other, so the necessity of the terms concerning the escrow, selection of an escrow agent and terms and conditions concerning escrow have been left for the parties to consider.

**Continuity of the operation and ensuring of such**

The products and services are often produced in networks consisting of different operators. The capacity of the entire network may be improved by developing the capacity of an organisation that is part of the network and by demanding such from others.

The society’s increased information intensity, mutual integration of information and communication systems, as well as the use of data networks open to all, have set new requirements to the securing of various functions. In connection with the escalation of the digitalisation, the information processes relating to the operation of the organisation shall be increasingly important in the management of the continuity of the operation. Each operator shall for its part take care of the operation reliability of the information processes.

The operation reliability may be improved e.g. by requiring in the acquisition or cooperation agreements the observance of the recommendations concerning the management of the continuity of operation from all partners belonging to the network. It is advisable for the parties to the agreement to add clauses concerning the continuity of the operation to the agreement that have the purpose of including the courses of action aiming at securing the continuity of the operation as part of the agreement.

In order to facilitate the agreeing, National Emergency Supply Agency and the Finnish Communications Regulatory Authority maintain the recommendations and ready model agreement clauses concerning the management of the continuity of the operation that may be amended to fit the situation in question. The recommendations and model agreement clauses may be found on the websites of National Emergency Supply Agency and the Finnish Communications Regulatory Authority, [www.huoltovarmuus.fi](http://www.huoltovarmuus.fi) and [www.viestintavirasto.fi/sopiva](http://www.viestintavirasto.fi/sopiva).

**DEVIAITION FROM THE TERMS AND CONDITIONS**

IT2015 terms and conditions are the IT-sector’s general terms and conditions and it is not possible to take all special characteristics relating to an individual delivery or service into consideration. As a rule, the parties to the agreement enjoy a freedom of contract in connection with the IT deliveries and services. The parties to the agreement may freely agree on deviations to the content of the IT2015 terms and conditions. It is advisable that the parties to the agreement consider the need to
agree of possible complementing, specifying or deviating terms and conditions on a case-by-case basis, even if the agreement would be drafted by using the IT2015 terms and conditions.

In the drafting of the IT2015 terms and conditions, certain terms and conditions necessary in a contractual relationship have been left for the parties to agree on case-by-case basis. These matters to be agreed on a case-by-case basis have been described in section ‘Matters agreed in agreements on case-by-case basis’. In case of an individual agreement, it may also in other respects be justified to deviate from the general solutions presented in the IT2015 terms and conditions or agree on some matter in more detail than in the IT2015 terms and conditions. Especially as regards to the company- or service-specific methods of operation and group relations, as well as in connection with more demanding deliveries, it is advisable for the parties to the agreement to agree on complementing, specifying or deviating terms and conditions.

Such term entities, which are intended to be agreed between the parties to the agreement on a case-by-case basis, have been highlighted in the IT2015 terms and conditions by the mention “parties shall agree in writing”. The minimum terms and conditions regarding such in the IT2015 terms and conditions have been drafted for the eventuality that the parties to the agreement do not agree on the matter. This has been aimed at preventing possible later disputes as to the interpretation, which could arise in case the matter would not be agreed at all. In addition, the mention “unless otherwise has been agreed in writing” in the IT2015 terms and conditions highlights such individual terms and conditions whose appropriate content is recommended for the parties to the agreement to consider.

The documents included in the IT2015 terms and conditions shall be applied in accordance with their terms of use. It is recommended that the parties to the agreement shall agree on the deviations from the content of the IT2015 terms and conditions by a different document, e.g. by annexing a document “deviations from the IT2015 terms and conditions” to the agreement.

OBTAINING A LICENCE

The use of the IT2015 terms and conditions requires the obtaining of a licence. More information concerning the obtaining of a licence is available at the website www.it-ehdot.fi.