

# IWA LTD TERMS OF DELIVERY

This Terms of Delivery enters into force on June 10, 2019 and replaces the previous Terms of Delivery of IWA Ltd.

This Terms of Delivery is applied to all the services delivered by IWA Ltd to its Clients, unless otherwise agreed in writing between IWA Ltd and the Client.

A written Delivery Agreement concluded between IWA Ltd and a Client is the primary basis for interpretation and these Terms of Delivery are the secondary basis for interpretation. If not agreed otherwise in the Agreement or in these Terms of Delivery, the IT2018 Terms and Conditions named IT2018 EHK, IT2018 EKT, IT2018 EAP, IT2018 EJT, IT2018 EOY and IT2018 YSE are to be followed in the order given above. The agreement terms are enclosed with these Terms of Delivery.

## IWA

IWA Ltd  
Business ID: 2256591-8  
Ruoholahdenkatu 8  
00180 Helsinki  
Finland

[iwa.fi](http://iwa.fi)

## The premises where the work is performed

If not agreed otherwise, all the work done by IWA Ltd and its subsidiaries is performed in the premises of IWA Ltd and its subsidiaries or other premiseses indicated by IWA Ltd.

## **The responsibilities of IWA Ltd**

IWA Ltd is responsible for its part that the software development tasks and other work for which it is responsible is performed with care and in a way that supports the goals of the Client's business activities and according to the sound principles followed within the line of business.

## **The responsibilities of the Client**

If not otherwise agreed, all work shall be done under the supervision of the Client. The Client is responsible for supervising IWA's work. The Client must provide the necessary materials and support for IWA Ltd. Additionally, the Client undertakes to comment on and approve the plans, make the necessary tests and to accept without delay the outcome of the work performed by IWA Ltd.

During development work performed during a determined period, called a Sprint, the Client is responsible for taking care that a person authorized to accept the results of the performed development work and to order a new development period represents the Client at the Sprint Meeting held before and after each Sprint. The Client being represented at a Sprint Meeting constitutes a supposition of authority.

It is the Client's responsibility to ensure that the solution developed corresponds to its objectives, is suitable for its purpose and is finished on schedule.

## **Operating system, browser and terminal equipment support for web applications**

The web applications delivered by IWA Ltd are implemented and tested in such a way that they work faultlessly together with the newest and most commonly used versions of the most common browsers (MS Edge, Mozilla Firefox, Safari, Google Chrome) on the latest versions of the Microsoft Windows and Apple MacOS (OS/X) operating systems.

In case the application is delivered as a so-called mobile-optimized or responsive version, it is implemented and tested in such a way that it works together with the most common operating system versions (iOS and Android) of the most common mobile terminal equipment and with their newest most common default browsers (iOS = Safari, Android = Chrome) and the default settings of the operating system. The supported operating systems and devices are listed below in the section “Operating system and terminal equipment support for iOS and Android applications”.

It is also possible to agree, according to the Client’s needs, that the implementation is tested with other operating system and browser configurations, separately named browsers, or in other operating environments.

## **Operating system and terminal equipment support for iOS applications**

The iOS phone applications delivered by IWA Ltd are implemented and tested in such a way that they work together with the following terminal equipment acquired in Finland with the latest commonly available operating system versions: Apple iPhone Xs Max, Apple iPhone Xs, Apple iPhone Xr, Apple iPhone X, Apple iPhone 8 Plus, Apple iPhone 8.

The applications designed for the iPad tablet are implemented and tested in such a way that they work together with the following terminal equipment acquired in Finland with the latest commonly available operating system versions, with their default settings: Apple iPad Pro (11 tuumaa), Apple iPad Pro (10.5 inches), Apple iPad (9,7 inches 2018).

It is also possible to agree, according to the Client’s needs, about support for other terminal equipment, operating systems or configurations. In such a case the application is tested, for a separate fee, also for the other agreed-upon operating environments. For the purposes of such testing, the Client can deliver the necessary terminal equipment to be used by IWA Ltd, or IWA Ltd can acquire them at the Client’s expense.

## **Operating system and terminal equipment support for Android applications.**

The Android applications delivered by IWA Ltd are implemented and tested in such a way that they work together with the following terminal equipment acquired in Finland with the latest commonly available operating system versions, with their default settings: Honor 10, OnePlus 6T, Samsung Galaxy J6 (2018), Huawei P Smart (2019).

It is also possible to agree, according to the Client's needs, about support for other terminal equipment, operating systems or configurations. In such a case the application is tested, for a separate fee, also for the other agreed-upon operating environments. For the purposes of such testing, the Client can deliver the necessary terminal equipment to be used by IWA Ltd, or IWA Ltd can acquire them at the Client's expense.

## **Language support**

IWA Ltd implements the solutions delivered to the Client in such a way that the user interface language is either English or Finnish, if not otherwise agreed. It can be agreed separately, according to the Client's needs, that the implementation supports more user interface languages.

## **Mobile and web applications that utilise geographic information, wireless data transmission and background systems**

The quality of the geographic information and the data transmission provided by the terminal equipment may vary for example due to the time and location, the equipment itself, the equipment's settings and the connection provider's service.

The mobile and web applications delivered by IWA Ltd that utilise geographic information, wireless data transmission and background systems are implemented and tested in such a way that they operate without fault in situations where geographic information based on

real-time GPS, satellite or mobile network information, is available, together with continuous 5G, 4G or WLAN data transmission and the background system and the input it produces and receives are flawless and work according to the definitions the Client has provided IWA with. Both the Client and IWA acknowledge that possible disruptions and errors in the geographic information or data transmission, as well as in the possible background systems and their inputs will show as disruptions and errors in the functioning of the flawlessly working application.

The approval testing performed during development work and by the Client are both done in the central city area of Helsinki. It can be separately agreed, according to the Client's needs, that the implementation is tested, for a separate fee, also in other user environments.

## **The publishing of mobile applications in Application Stores**

The term Application Store refers to the Apple and Google application stores, if not otherwise agreed. The Client is responsible for publishing the mobile applications in the Application Stores. IWA Ltd can help, for a separate fee, the Client in the publishing of applications. Helping the Client in the publishing does not transfer the responsibility for the launching, or for its timetable, to IWA Ltd. IWA Ltd cannot guarantee on behalf of third parties that they approve the publishing of an implemented application in an Application Store.

## **Compatibility with third party software or solutions**

The solutions delivered by IWA Ltd do not support the Client's or third parties' systems, if not otherwise agreed in writing. The solutions delivered by IWA Ltd do not include any connections to the Client's, or to third parties', systems, if not otherwise agreed in writing. It can be agreed in writing, according to the Client's needs, that the implementations support, utilize or offer such connections or interfaces.

IWA Ltd is not responsible for the compatibility or functionality of a delivered service or solution with the software, software components or solutions of the Client, or of third parties, if not otherwise agreed in writing. Additionally, IWA Ltd is not responsible for any problems in the systems

delivered by IWA Ltd that result from errors, or actions contrary to designations, arising from the input from systems implemented by the Client or by third parties. In situations in which software, a software component or solution, implemented by the Client or by a third party, is suspected to cause a malfunction in a system delivered, or still being developed, by IWA Ltd, IWA Ltd can, for a separate fee, help the Client to find out the cause of the problem and to correct the malfunction.

The Client is responsible for ensuring that the software, software components, interfaces and solutions delivered by the Client, and by third parties, have been documented and that they function in an appropriate manner. The fixing and documenting, or other detection or additional work caused by undocumented systems, or by systems that function contrary to the definition documents, is separately charged for from the Client, and such work is not included in the work or cost estimates or fixed offer prices.

## **Materials coming under the copyright of third parties**

Commercial software, so-called open-code software, software components, or other comparable material coming under a copyright, may be used as a part of an implementation.

The Client is responsible for having the right to deliver and use the software, software components, documents, interfaces, files, determinations, tools, images, text contents and other production material delivered by the Client, or used in a Client's project for the necessary purposes according to the Delivery Agreement. The Client is also responsible for this material delivered by the Client, or used in a Client's project, not infringing any existing patent rights, copyrights, other intellectual property rights, or other third party rights.

The licensing and use of the above-mentioned materials is the Client's responsibility, if not otherwise agreed. Additionally, the Client's responsibility is to license the images and letter fonts used, together with any other material possibly belonging under the copyright of third parties.

In case a third party presents a claim or brings suit due to a possible infringement of third party rights, the Client is responsible to defend itself and IWA Ltd against such claims or suits using its own means and in all applicable ways. The Client is responsible, for its own part and for IWA Ltd, for all the legal and arbitration expenses and compensations arising from

an alleged infringement of third party rights, notwithstanding the result of a possible trial or arbitration procedure.

## Reference rights

IWA Ltd has the right to use the Client's name and logo, together with a description and images of the implementation in question, as a public reference for IWA Ltd and the employees who took part in the project, and has the right to use them in all its communication. The Client has the right to use IWA Ltd's name, logo and other necessary material in its communication, if they are presented in connection with the implementation in question.

## Delivery

Unless otherwise agreed, the results of the work performed are delivered to the Client via email, or by another applicable method, or they are installed to the production environment arranged by the Client. The Client is responsible for all the expenses related to the delivery and installation.

A possible warranty period is deemed to start on the day of delivery.

IWA Ltd invoices the Client separately for setting up the server environment, and for ordering, installation, configuration, name service changes and other similar tasks, if not otherwise agreed.

The Client accepts the delivery, either in writing or by taking the delivered system into use. A delivery is also deemed as being accepted in case the Client has not within 14 days of the delivery made a written complaint about the delivery.

For the development periods, or so-called Sprints, the Client accepts in the Sprint Meeting held at the end of each period the delivery of the results of each development period. The ordering of the next development period is deemed as an acceptance of the delivery of the previous development periods. Diverging from IT2018 EAP section 4.6, all communication related to the project and done during the project is verbal, if not otherwise agreed.

## Documentation and reporting

Documentation practises will be agreed on Delivery Agreement. Unless otherwise agreed, the delivery will include no written documentation. If the basis for invoicing is used or reserved working hours, IWA shall provide the Client with an overview of the used total working hours together with the invoice. By default, delivery does not include any other reporting.

## Delays or interruptions of the service delivery not caused by IWA Ltd

In case the delivery of the service is delayed or interrupted due to a reason pertaining to the Client, or due to another reason not pertaining to IWA Ltd, such as a delay caused by a third party, and the Client is unable to correct the situation immediately after receiving notice of the situation, IWA Ltd has the right to interrupt the deliveries of the service to the Client until an agreement about the continuation of the development work and the timetable has been made. In a situation as described above the previously agreed timetables, and the possible sanctions related to delays, shall no longer be in force. In a situation as described above IWA Ltd has the right to immediately invoice the Client for all the work that has already been done, together with the other expenses due from the projects in question.

## Support and maintenance

IWA Ltd shall offer support services to its Clients for the solutions it has delivered. The support service is available via e-mail on business days at 09.00-16.00 (EET). IWA Ltd shall give a reply to the requests for support at the latest the next business day and according to the best-effort principle. The support services are invoiced according to the basic hourly price mentioned in IWA Ltd's Price List in force at any given time.

For a separate fee, a Client may make an agreement about extended support services or about phone support and a separate maintenance service.



## **Rights to the results of the work**

The ownership of the program code and the results of other consultant work is transferred to the Client after the Client has paid in full all the development work it ordered from IWA Ltd and other agreed expenses. For clarification, this also includes expenses which have come from other agreed consultant work than the one related to the before mentioned rights. The third party programs being a part of the delivery are licensed to the Client according to the license terms of the third party, or the Client concludes a license agreement directly with the party in question.

## **The use and assigning of confidential information**

IWA Ltd and the Client shall assign to each other, and receive from each other, confidential information concerning their business activities.

Confidential Information means all the information that a Party to this Agreement, or a subsidiary, affiliated company or subcontractor of the said Party, has handed out, directly or indirectly, to the other Party to this Agreement, or to a subsidiary or affiliated company or subcontractor of the other Party. Such information includes the information that concerns the business activities, plans, goals, products, technology or other matters of a Party to this Agreement, or of its Clients or suppliers, that are handed out to the other Party to this Agreement, whether it is in a spoken, written or electronic form.

The receiver of the said information must preserve and handle confidential information at least as carefully as it handles its own confidential information. The received confidential information must not be utilized or copied for other purposes than those meant by this Agreement. Excluding specified subcontractors, confidential information must not be handed out to third parties. The confidential information is the assignor's property, if not otherwise agreed in writing. Neither Party to this Agreement shall by this Agreement grant any rights of use, or other rights, to the assigned information, or for its later utilization.

After a request from the assignor of the information the assignee of the confidential information must return, or destroy, within fourteen days all the confidential information meant in this Agreement. The assignee of the information must not preserve copies, notes or passages of the confidential information in any form. The assignee of the confidential information shall also not have the right at a later stage to use, utilize or copy the confidential information, or any part of it, as meant in this Agreement.

## **Prohibition of recruiting**

IWA Ltd and the Client undertake not to hire each other's employees, including the consultants, subcontractors and employees of a subsidiary owned by a Party, or any former employees, during the terms of validity of their cooperation agreements, and during 12 months after the termination of the last agreement, without written permission from the other Party. In case the other Party to this Agreement nevertheless hires an employee of the other Party, or suggest hiring the Employee either for a work or other contractual agreement, the Party violating this Agreement must pay to the other Party a sum equivalent to the six-month's gross salary of the employee. The gross salary used for this is the greater of the gross salaries received by the employee either from IWA or the Client.

## **Work, cost and schedule estimates**

The work estimates and cost estimates IWA gives to Clients are not binding. If not otherwise agreed, all work is invoiced based on actual work hours used.

The Client and IWA acknowledge that it is common with IT system deliveries that the initially given work estimates are not accurate in the end regardless of best effort and professionalism. Due to this, the cost estimates and initial schedule estimates based on the work estimates are not always accurate either. Work estimates become more accurate as the work progresses when the assumptions made beforehand are replaced with facts from the project. IWA is obliged to inform the Client without delay of any choices, changes or other factors affecting the work estimates, cost estimates or schedule estimates that IWA expects to affect the final work

amount by more than twenty-five percent at which time the Client can guide the progress of the work with their own choices. The Client is aware and understands that if the initial schedule estimate is exceeded, it is possible that the resources appointed for the work may not be available anymore and that the work estimate, cost estimate and schedule estimate for the project shall be redefined to correspond to the new situation.

## Invoicing

All IWA Ltd's invoices have been assigned absolutely to OP Corporate Bank plc (OP), P.O.BOX 308, FIN-00013 OP. Only a payment in the invoiced currency to OP Corporate Bank plc, Helsinki, Finland, into OP account no IBAN FI09 5000 0120 0022 57 BIC OKOYFIHH is to be recognized as a payment of an invoice. If there are any claims of disputes against an invoice, please contact OP, [recoursefactoring@op.fi](mailto:recoursefactoring@op.fi)

The principles for invoicing are as follows, if not otherwise agreed:

- Work done under the supervision of the Client is invoiced based on the time that the Consultant has been agreed to be at the disposal of the Client.
- Work done under the supervision of IWA is invoiced based on the time that the Consultant spends on doing the work and possible trips or other tasks closely related to the work.
- Projects with a fixed price are invoiced based on the price agreed upon in writing. If such does not exist, all work is invoiced either as work done under the supervision of the Client or IWA as per IWA Ltd's Price List valid at any given time.
- IWA is responsible for tracking the hours spent and for the systems and methods used for that. If the invoicing is based on work time, standby time or availability, IWA shall inform the Client of the total work time spent during the invoicing period at the time of invoicing.
- Projects with a fixed price are invoiced as two installments: 75% in connection with the order and 25% when the Client has accepted the delivery, or at the latest 14 days after the delivery if the Client has not during this time made a written note about a defect that prevents acceptance, or after the defects preventing acceptance have been corrected and the delivery has been made.
- Additional work connected to the fixed-price projects is invoiced according to IWA Ltd's Price List valid at any given time and according to the actual work hours performed during each month.

- The work priced by the hour, or by the day, is invoiced as one installment in connection with the delivery in case the work is performed in under three days.
- The work priced by the hour, or by the day, that lasts for more than three days, is invoiced as two installments. 75% of the estimated maximum amount of work is invoiced prior to the start of the work, and the rest is invoiced in connection with the delivery according to the actual amount of work. The same principle for invoicing is followed for the work during the development periods, or the so-called sprints, which are invoiced one development period or sprint at a time.
- Services that continue until further notice, or for a fixed period of time, that have a determined monthly or yearly price, such as operating, support and maintenance services, are invoiced beforehand for each 12-month period. The orders in force until further notice are continued as 12-month periods unless they are terminated in writing 60 days before the end of the agreement period in force, unless otherwise agreed.
- Daily allowances, travel and lodging expenses and other eventual expenses are invoiced according to actual expenses added with a 10% invoicing supplement. IWA Ltd shall request from the Client a written acceptance of the above-mentioned expenses before the expenses are realized.
- The VAT (24%) in force at any given time is added to the above-mentioned prices.

## Terms of payment and penalty interest rate

Terms of payment: 14 days net price.

The penalty interest rate 14 percentages.

## Validity and termination of contracts

Unless otherwise agreed in writing, the following applies to the validity and termination of all Agreements.

Fixed-term Agreements are valid from their date of commencement to end date and expire on expiration date without notice.

Agreements valid until further notice are valid until the other contracting party terminates the Agreement. Agreements can be terminated at the end of each billing period, and the termination must be made in writing 60 days before the end of the current contract period.

Some of the contractual obligations will be binding on the contracting parties once the Agreement expires. These include contractual obligations relating to confidentiality and the prohibition of recruitment.

## **Applicable law and legal venue**

The laws of Finland are applied to the agreements between IWA Ltd and the Client, unless otherwise agreed. Any disputes arising from the Agreements shall primarily be solved through negotiations between the two Parties. However, if such negotiations are not successful, the disputes shall be definitely solved by arbitration using one arbitrator. The arbitrator shall be named by the Arbitration Institute of the Chamber of Commerce and the process shall be done following its rules. The procedure shall be done in Finnish in Helsinki.

## Enclosures

The following enclosures are an integral part of these Terms of Agreement:

1. IT2018 EHK - Special Terms and Conditions for The Processing of Personal Data
2. IT2018 EKT - Special Terms and Conditions for Deliveries of Software Using Agile Methods
3. IT2018 EAP - Special Terms and Conditions for Consulting and Other Professional Services
4. IT2018 EJT - Special Terms and Conditions for Deliveries of Data Systems and Customised Software
5. IT2018 EOY - Special Terms and Conditions for Software Maintenance
6. IT2018 YSE - General Terms and Conditions

The enclosure with a smaller number is the primary source for interpreting the Agreement.