IT2022 EDH – SPECIAL TERMS AND CONDITIONS FOR THE UTILISATION OF DATA

1. SCOPE OF APPLICATION

1.1. These special terms and conditions shall apply when the parties have agreed on the utilisation of data based on an agreement between the parties.

1.2. These special terms and conditions supplement the IT2022 YSE general terms and conditions. In case of any discrepancy between these special terms and conditions and the IT2022 YSE general terms and conditions, these special terms and conditions shall take precedence.

2. DEFINITIONS

2.1. "Data" means information that is received, created, generated, recorded, or transmitted by hardware and software environments or services agreed to be related to the utilisation of data, or by entities formed by such hardware and software environments or services, as specified in more detail in an agreement between the parties. Data does not mean personal data or other data or material belonging to a party, unless otherwise specified in the agreement.

3. UTILISATION OF DATA

3.1. In these special terms and conditions, the utilisation of data means all measures that a party takes or may take concerning data, such as collecting, recording, copying, combining, compiling, structuring, modifying, analysing, comparing, using, transferring, or publishing of data as it is and partly or fully in connection with other information.

3.2. Each party may utilise the data in all its current or future business.

3.3. Neither party shall have any rights to any data, information, or materials that the other party has developed, derived or otherwise created independently or with the assistance of a third party utilising data in accordance with these special terms and conditions, unless otherwise specifically agreed by the parties. Nothing in these special terms and conditions shall limit said party's utilisation of the data, information or material referred to in this section 3.3.

3.4. Unless the parties specifically agree otherwise, the rights and the related restrictions agreed in this section 3 concerning the use of data shall be of a permanent nature and they shall remain in force after the termination of the agreement.

4. LIABILITY

4.1. Each party utilises data at its own risk. Neither party shall be responsible for the accuracy, correctness, or inviolability of data or for any loss or damage resulting from the use of the data by the party using the data.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. No rights to the other party's patents, utility models, trademarks, industrial designs, databases or catalogues, works or matters enjoying copyright protection (including related rights), or other registered or unregistered intellectual property rights are transferred or granted to the other party pursuant to these special terms and conditions.

6. ACCESS TO DATA

6.1. The parties shall agree in the agreement on the technical requirements for implementing the utilisation of data and access to data. As far as the utilisation of data requires access to the equipment, software, services, or other technical environments of the other party or a third party, the related interfaces, data security requirements and other technical issues shall be agreed separately in the agreement between the parties.