Rules of the TURMS innovation cluster

1 GENERAL INFORMATION ON THE INNOVATION CLUSTER

Tampere Urban Rail Mobility Services (TURMS) is a **globally open innovation cluster** (hereinafter TURMS) for city transport and mobility services that utilise trams as their core component and for related digital services.

2 PURPOSE

TURMS is intended to accelerate, in a user-centred manner, the creation of products and services and sustainable urban development through real-life, agile experiments, verifications and reference solutions. Data sharing and the development of data-based solutions play an important role in the activities. TURMS activities also include solving the goal-orientated challenges related to the development of the city's transport system. TURMS is part of the Testbed Finland network.

TURMS services are utilised by companies, public actors, research and education organisations, cities, foundations, sectoral organisations, etc. This applies to both domestic and international actors.

3 APPLICABILITY AND COVERAGE

By signing the TURMS partnership application (Appendix 1), the partner candidate commits to the valid TURMS innovation cluster rules and their appendices (TURMS rules).

The rules related to TURMS are as follows:

1) TURMS partnership application approved by the TURMS host organisation (Appendix 1),
2) Valid TURMS rules,
3) Annual partnership fees (Appendix 2),
4) Specified Dataset Terms of Use and their appendices and (Appendix 4)
5) General terms and conditions for data sharing in the TURMS innovation cluster (Appendix 3).

If there are any conflicts between these documents, they shall be resolved in the order of precedence described above.

4 DEFINITIONS

"**TURMS host organisation**" refers to the organisation responsible for the services provided by TURMS, i.e. Tampere Raitiotie Oy (hereinafter TRO)

"**Partner**" or "**TURMS Partner**" refers to an actor who has signed a TURMS partnership application and has been recognised by TRO as a member of the innovation cluster.

"**Lyyli development environment operator**" refers to an operator that provides TURMS with data system and other infrastructure services.

"**Party**" refers to a TURMS Partner, TURMS host organisation, or Lyyli development environment operator

5 OPERATING MODEL

Hosted by TRO, TURMS is a non-profit innovation cluster based on an agreement concluded by signing a partnership application. All proceeds from partnership fees go to the development of TURMS activities.

6 SERVICES AND INFRASTRUCTURE

TURMS offers Lyyli Living Lab as a platform for tram system experiments. The core of this Living Lab is the Lyyli tram, which operates in normal passenger traffic and is equipped for various technology and service experiments.

In addition, as part of the Lyyli Living Lab, applicable parts of the Tampere Tramway system (i.e. rail network, tram depot, stops, connecting traffic vehicles and other tram fleets) can be used more extensively. TRO decides on how to organise these opportunities for utilisation on a case-by-case basis.

The test tram has been equipped with an additional Lyyli Living Lab IT environment for Lyyli Living Lab users. At its core is the device rack and on-board Living Lab IT, which provides testers with software hosting, real-time data from the Lyyli Living Lab and test tram, as well as Internet communications. The device rack also makes it possible to easily add the testers' own devices to the tram environment. The Lyyli Living Lab IT also provides two additional displays for testing and passenger engagement.

In addition to the Lyyli Living Lab IT equipment on the tram, testers have access to the Lyyli development portal, its data platform and data portal, which provide services for managing and sharing data and supporting cooperation between TURMS Partners. It is also possible to create feedback channels for involving users and other actors through various online surveys as a separate cloud service.

The Lyyli development environment is formed by the Lyyli Living Lab IT and Lyyli cloud-based development portal, along with its data platforms, data portals and the feedback channel. As a subcontractor for TRO, the Lyyli development environment operator is responsible for operation of this entity.

In their trials, TURMS Partners can also utilise the TRO visual prototype model (Maketti), which complements the Lyyli Living Lab and the training simulator environment for tram drivers connected to it. Other implementation environments and conditions for their use may also be offered for testing.

More detailed information on the practical utilisation of both the Lyyli Living Lab and the Lyyli development environment can be found on the Lyyli Living Lab website (https://www.tampereenratikka.fi/en/lyyli-living-lab/).

Appendix 3 describes the general terms and conditions applicable to data sharing within TURMS. Appendix 4 presents a general template for describing the dataset to be shared and defining its terms of use (broad definition). For more information on the options available for the description of dataset sharing, see Appendix 3 and the Lyyli development portal.

7 TURMS PARTNERSHIP AND FEES

The use of TURMS services requires a TURMS partnership and payment of an annual partnership fee. Partners together form the TURMS innovation cluster. Partnering takes place by filling in the application form available on the TRO Lyyli Living Lab website, which is also accompanied by a valid price list for different partnership categories. If the partner candidate is part of a larger group, it is possible to choose whether to pay the partnership fee based solely on the key figures of the company or the group as a whole. A partnership fee in accordance with a given group's key figures enables the partner to redistribute the data obtained through TURMS to its Affiliates (Appendix 3, Data redistribution). However, if a group company wishes to utilise TURMS services other than data sharing, this will require each group company to establish its own TURMS partnership. TRO will process the application within two weeks and confirm the Partnership with its own signature.

The partnership fee entitles the user to conduct tests during the partnership period using the Lyyli Living Lab. Trials are included in the user's partnership fee if they do not incur costs for TRO and do not require specially priced support measures from TRO, tram/subsystem suppliers or the operator of the Lyyli development environment. Appendix 2 lists the TURMS partnership fees. Partnership fees are reviewed annually. For multi-year commitments, the amount of the partnership fee is determined by the price at the time of the commitment.

Familiarisation with TURMS activities, testing guidance and routine measurements related to testing are services included in the partnership fee for the Parties. The separately charged support measures include the organisation of an installation or planning service, security-related fee-based licensing measures for authorities, modification of the Lyyli development environment, etc.

8 TURMS ADMINISTRATION

TRO chairs the TURMS Steering Group and appoints a contact person responsible for TURMS activities. TRO is responsible for decision-making and financial transactions related to TURMS activities. The Steering Group may only make changes to the TURMS rules and/or the general terms and conditions of data sharing at the beginning of each annual fee period by indicating the amended terms and conditions at least two (2) months before amendment of the annual fee period. If a TURMS Partner does not agree to a given amendment of the TURMS rules and/or general terms and conditions of data sharing, the Partner shall be entitled to terminate the partnership in accordance with the termination procedure set out in section 11. TRO maintains an updated list of TURMS partnerships and their contact details.

The Steering Group consists of nine (9) members. The permanent members of the Steering Group are TRO, the City of Tampere, Business Tampere, ŠKODA Transtech, VTT Technical Research Centre of Finland and Tampere University (TUNI). In addition, the TURMS Advisory Board elects two (2) other members of the Steering Group from among the TURMS Partners who are not permanent members of the Steering Group to serve a term of two (2) years. A representative of Business Finland, which participates in the start-up phase of TURMS, also participates in the Steering Group as an external advisor.

The task of the Steering Group is to:

- monitor and guide implementation of innovation activities
- process the admission of new TURMS Partners
- suggest necessary changes to TURMS activities, infrastructure, TURMS rules and the general terms and conditions for data sharing
- process new datasets and/or dataset usage conditions for TURMS
- dismiss a given Partner in the event they materially violate TURMS rules

The Steering Group operates in accordance with the following principles:

- It endeavours to promote mutual trust, openness and friendly cooperation within TURMS.

- As a rule, Steering Group meetings are held twice a year, convened by TRO, or, if necessary, also on the initiative of other members of the Steering Group.

- Invitations to Steering Group meetings must be delivered to Steering Group members no later than fourteen (14) calendar days before the scheduled meeting.

- Decisions in the Steering group are made unanimously.

- Decisions may also be made without a meeting if the chair submits materials electronically to Steering Group members and holds a vote, such as via e-mail.

- A secretary shall be appointed for each meeting. The secretary shall be obligated to draw up and submit the draft minutes of the meeting to Steering Group members within two (2) weeks of the meeting, and the final minutes within four (4) weeks of the meeting at the latest.

- In matters concerning the dismissal of a member of the Steering Group, the member being considered for dismissal is not included in quorum.

The TURMS Advisory Board comprises all Parties and meets at the invitation of TRO in connection with the TURMS Cluster meetings, however, not less than once a year. The task of the TURMS Advisory Board is to promote cooperation and the exchange of information within TURMS as well as to produce feedback and inputs for the development of TURMS activities. The TURMS Advisory Board elects some of the Steering Group members from among its own members.

9 CONFIDENTIALITY

Each Party hereby undertakes to keep confidential all business secrets received from another Party in any form and marked as confidential (Confidential Information). If Confidential Information is disclosed orally, the Party disclosing said information must notify the receiving party of the confidentiality of the information upon disclosing it. Furthermore, the Confidential Information shall be submitted to the recipient in writing within fourteen (14) calendar days of its disclosure. A Party shall not be entitled to disclose Confidential Information received from another Party to a third party without the prior written consent of the disclosing Party or the right to use Confidential Information for purposes other than those for which Confidential Information has been provided.

The confidentiality obligation under this section shall be valid for five (5) years from the date that the Confidential Information in question is received.

With regard to an individual Dataset, the terms of use of the dataset may agree on confidentiality terms that differ from this section.

TRO treats the trial proposals it receives as Confidential Information and ensures that the subcontractors needed to conduct a trial (e.g. the operator of the Lyyli development environment as well as installation and other subcontractors) are also subject to this confidentiality obligation. If necessary, a separate confidentiality agreement may be concluded in connection with an individual trial.

10 INTELLECTUAL PROPERTY RIGHTS (IPR)

Commitment to these rules, trials or the sharing of data within TURMS does not lead to the transfer of intellectual property rights (IPR) from one Party to another. "Intellectual property rights (IPR)" are registered or unregistered patents, trademarks, trade names and trade names, design rights, utility models, copyrights (including copyrights to computer software) and database rights, including similar rights in any jurisdiction, as well as pending applications for registration or rights to apply for registration of rights.

When starting RDI work and projects using TURMS, the Parties agree in advance with the consortium in question on the rights to use IPR and other rights to IPR in writing by concluding separate agreements. These agreements take into account the terms and conditions of the funding in question.

11 TERMINATION AND VALIDITY

These rules shall enter into force for each Party once the application for a TURMS partnership has been signed by the applicant and TRO, and shall hereby establish a binding

multilateral contractual relationship between the Parties from the moment of signature. Upon signature, the TURMS partnership will be valid for the period indicated on the partnership application. It shall be possible to continue the partnership by renewing the application. When a TURMS Partner directly extends its ongoing partnership period with additional years, the original partnership period is credited to the Partner in determining the partnership fee for additional years. This practice is further explained in Appendix 2.

The TURMS Partner shall be entitled to terminate the partnership in the middle of a contract period by giving notice at least one month before the end of the annual fee period, stating that the contract will not continue for the following annual fee. The annual service fee paid or payable by the TURMS Partner shall not be refunded. If a Partner wishes to withdraw from TURMS activities completely or shorten the initial partnership period during a contract period, the TURMS Partner shall be obligated to retroactively pay the partnership fee for the full current partnership period (full calendar years). This practice is further explained in Appendix 2.

Both TRO and the TURMS Partner are entitled to terminate the partnership immediately if the other party has materially violated the rules and has not rectified their breach of contract within thirty (30) days of receiving written notification of said breach. The setting of partnership fees in the event of termination is explained in more detail in Appendix 2.

TRO is also entitled to terminate the partnership until the end of the annual TURMS innovation cluster's operating period if the cluster ceases its activities. The setting of partnership fees in cases such as this is explained in more detail in Appendix 2.

12 RESPONSIBILITY

The Parties shall carry out their duties related to conducting trials with due care and using professional personnel.

Each Party shall be responsible for any damage incurred to other Parties and third parties as well as for any insurance policies it may have taken out.

The maximum liability for each Party's activities in the TURMS innovation cluster is EUR 30,000 for all other Parties. However, limitations of liability shall not apply if the damage is caused intentionally or through gross negligence.

No Party shall be liable for any injury or damage caused by events or circumstances that cannot be reasonably foreseen or influenced (force majeure). If a Party is unable to fulfil its obligations due to cases of force majeure, it shall notify the other Parties of the hindrance without any undue delay. This ground for non-compliance shall cease immediately when a given case of force majeure ends.

13 APPLICABLE LAW AND RESOLUTION OF DISPUTES

TURMS rules are subject to Finnish law and any disputes that cannot be resolved through negotiation shall be brought before the Tampere District Court in the first instance.

14 OTHER TERMS

A Party may not transfer all or part of its TURM partnership to a third party.

Nothing in these TURMS rules shall prevent or restrict the Parties from participating in other data networks, platforms, ecosystems or other cooperation, and shall not prevent them from using the services provided by third parties. Furthermore, the sharing of Data in the TURMS innovation cluster does not prevent or restrict the Data Provider concerned from sharing this Data with third parties by its own decision.

APPENDICES

Appendix 1 TURMS partnership application

Annex 2 Annual partnership fees

Appendix 3 General terms of use for data sharing

Appendix 4 Template for dataset terms of use

  Appendix 4.1 Data description appendix

Tampere Tramway Ltd.
TURMS contact: Mika Luutikivi
Email: mika.luutikivi@tampereenraitiotie.fi

Organisational details

Organisation	Organisation full name (short name in brackets)
Organisation description	Brief description of the organisation business and its main areas, products, markets, number of employees and ownership base. Explain role as part of a larger group (if any).
Address	Visiting address
Web	Web address
Country	Organisation country of registration
VAT number	VAT number
Contact	Name, title, email, visiting address, phone number

Our priority areas in development, testing, validation and collaboration related to TURMS

Briefly describe your organisation's need for experimental development using TURMS

Commitment to partnering with the TURMS innovation cluster

The Tampere Urban Rail Mobility Services (TURMS) innovation cluster is a globally open development and validation environment (Living Lab) involving various interest groups for tram technology and city transport/mobility services related to the tram environment, including digital services. The innovation cluster is built around the City of Tampere tram system, including a test tram (Lyyli Living Lab), other tram cars (where applicable), depot, stops and their auxiliary systems, developer portal, the Lyyli development portal, data integration platform and end-user feedback system. The anticipated life cycle of TURMS is at least six years (2022–2027).

Testbed funding for the start-up phase of TURMS will be sought from Business Finland (BF). This is referred to as Innovation Cluster Funding, which requires an existing organisational group committed to Testbed activities (companies, universities and research institutes, the public sector, foundations, organisations, etc.). The commitment is demonstrated through annual TURMS partnership fees. The BF funding and partnership fees are used for the development and marketing of the innovation cluster. Operative development, testing, validation and other activities in TURMS are carried out by the operators themselves and at their own expense, making use of the paid services of the TURMS organisation (installation assistance and monitoring, security inspections and permits, etc.; see TURMS Rulebook).

*Our organization sees TURMS as a unique opportunity to accelerate and improve the development process of our products, and **we commit to partnering with the TURMS innovation cluster** within the next commitment period and associated partnership fee.*

Commitment period (tick the relevant years and complete the total duration in years; min. 1 year + 1 year's steps)						
2022	**2023**	**2024**	**2025**	**2026**	**2027**	
Total commitment period						years

Partnership fee (see APPENDIX 2 for the current annual fees)	Total [€]
Partnership fee for the entire commitment period	

The annual partnership fee varies depending on the commitment period and the size/type of the organisation. Please select the appropriate partnership fee category and multiply the indicated annual fee by the total duration of commitment.

The partnership fee is collected annually at the beginning of the partnership period. The partnership period may begin from the beginning of the agreed month in the middle of the calendar year.

In exchange for the partnership fee, the partners get:

- A real-life development and test environment for urban mobility products and services.
- A development environment involving different user groups with feedback systems.
- Visibility and access to references in a unique urban Living Lab.
- A networking environment for encounters with partners and new business openings.
- Access to mutually compatible urban transport information resources (test tram, tram fleet, feeder traffic, rail network, stops, depot, etc.).
- The TURMS partner days each year, and active communication about TURMS events and the opportunity to influence their content.
- TURMS annual fees and service charges are considered eligible costs in projects funded by Business Finland.

With this application, we register as a partner in the TURMS innovation cluster led by Tampere Tramway Ltd.

We have acquainted ourselves with the TURMS Rulebook and are committed to complying with the rules and principles outlined therein.

We are aware that all Testbed activities requiring access to the internal structure and/or subsystem details of the test tram require permission from Tampere Tramway Ltd. and the test tram manufacturer (Skoda-Transtech Oy).

The objective of the TURMS partnership is to launch development, testing, validation and collaboration activities within the innovation cluster. Should it happen that, for one reason or another, the activities do not commence, our organisation has no requirements for the TURMS host organisation Tampere Tramway Ltd.

Our application will take effect on the date below and with the signature of a person authorised to sign and will be valid for six (6) weeks from the date of signature or until Tampereen Raitiotie Oy confirms or rejects our application.

Best regards,

Place, date

_____

N.N.
Position
Organisation

ease fill in the sections indicated with colour grey only. Do not change any other content.

Approval of Tampere Tramway Ltd

_____has been approved as a partner in the TURMS innovation cluster,

effective_____

Place, date:

_____

Pekka Sirviö
CEO
Tampere Tramway Ltd.

Organisation categories and annual partnership fees

Companies					Innovation Cluster (IC) partners' annual access fee			
Company category	Personnel	Net sales / a [M€]	or	Balance sheet total [M€]	1 year commit-ment [€]	2 year commit-ment [€]	3 year commit-ment [€]	4 year commit-ment [€]
Large	≥ 250	> 300			15000	13500	12000	10000
Mid-cap	≥ 250	≤ 300			10000	8900	7800	6700
Mid-size	< 250	≤ 50		≤ 43	5000	4500	4000	3300
Small	< 50	≤ 10		≤ 10	2500	2250	2000	1700
Micro	< 10	≤ 2		≤ 2	1000	900	750	500
Start-up	Independet companies under 5-years of age				500	400	300	250
Other organizations								
University or University of Appleid Sciences					7500	6700	5900	5000
Research and Technology organization					10000	8900	7800	6700
City or city-owned company					15000	13500	12000	10000
Foundations, associations, trade associations etc.					10000	8900	7800	6700
Other public sector organizations					7500	6700	5900	5000

Setting the partnership fee in connection with extension of the partnership period

When a TURMS Partner directly extends its ongoing partnership period with additional years, the original partnership period is credited to the Partner in determining the partnership fee for additional years. For example, a small company originally committed to a 1-year partnership wants to extend the partnership by two years. In this case, the partnership fee for the two-year extension is considered for the total commitment period, i.e. 3 years. The annual partnership fees shall be as follows:

1st year: EUR 2,500; 2nd year EUR 2,000 and 3rd year EUR 2,000

If the same company wants to extend the partnership period by a further 2 years, the partnership fees shall be as follows:

4th year: EUR 1,700 and 5th year EUR 1,700

Setting the partnership fee in connection with a voluntary withdrawal (not due to breach of contract) / shortening of the partnership period

If a Partner wishes to withdraw from TURMS activities completely or shorten the initial partnership period during a contract period, the TURMS Partner shall be obligated to retroactively pay the partnership fee for the full current partnership period (full calendar years). For example, a small company originally committed to a 4-year partnership wants to withdraw after two years. Assuming that the fee for the first two years (as per the commitment period of the four years) has already been paid, the following additional fee shall be paid to the company upon exit: A two-year commitment partnership fee minus the two-year commitment amount already paid, i.e.:

Additional fee: (2 x EUR 2,250 – 2 x EUR 1,700) = EUR 1,100
(Previously paid, i.e. EUR 2 x 1,700 = EUR 3,400)

Setting the partnership fee in the event of withdrawal due to a breach of contract:

If the infringing party is TRO, the partnership fee and any additional fees will be set in accordance with the current partnership period by the annual fees set for the original commitment period. For example, a small company originally committed to a 4-year partnership wants to withdraw during the second year due to a breach of contract committed by TRO. Assuming that the fee for the first two years (as per the commitment period of 4 years) has already been paid, the company shall not be charged any additional fees upon withdrawal. If the 2nd year fee has not yet been paid, the company will pay an annual fee of 1,700 euros for this one year of partnership.

If the infringing party is a Partner being terminated, the same terms and conditions as described above shall apply to partnership fees as in the case of voluntary withdrawal.

Setting the partnership fee if the TURMS innovation cluster ceases its activities

If a decision is made to shut down the TURMS innovation cluster, it will be phased out in a controlled manner from the middle of the last calendar year. The amount of partnership fees shall be adjusted to reflect the remaining partnership period. In other words, if TURMS ceases activities at the end of 2025 and the annual billing period begins in mid-2025, a partnership fee for only six months will be charged.

General terms and conditions for data sharing in the TURMS innovation cluster

Acknowledgements

The Sitra Fair Data Economy Rulebook (Sitra (2022), Fair Data Economy Rulebook 2.0) has been a great help in preparing the general terms and conditions for data sharing.

Definitions

"**Data**" refers to any information disseminated, transmitted, shared or otherwise made available by Data Providers to TURMS Parties as described in the relevant Dataset Terms of Use.

"**Data Provider**" refers to any natural person or organisation that provides Data for use by the Parties through TURMS.

"**Dataset**" refers to a collection of Data to which the Data Provider has granted access through TURMS. Datasets and their terms and conditions are specified in more detail in the relevant Dataset Terms of Use.

"**Dataset Terms of Use**" refers to the terms and conditions under which a Data Provider grants Users access to the Dataset.

"**Affiliate**" refers to any individual, company, corporation, partnership or other entity that, directly or indirectly, controls, is controlled by, or is under shared control with Party.

"**Derived Material**" refers to information derived from Data or information that has been created by combining, refining and/or processing Data in conjunction with other data. The difference between Data and Derived Material can be specified in the applicable Dataset Terms of Use.

"**Third Party**" refers to any entity other than the TURMS host organisation, Lyyli development environment operator or TURMS Partner.

"**User**" refers to any Party processing Data made available by the Data Provider in accordance with these General terms and conditions for data sharing in the TURMS innovation cluster.

"**Metadata**" refers to information describing the Data, such as what and where it is, who produced it, who owns or controls it, who can be asked for additional information, when it was produced and how it is to be read and used.

"**Party**" refers to the TURMS host organisation, Lyyli development environment operator or TURMS Partner.

"**Data Processing Agreement**" refers to a written agreement between the controller and the processor that processes personal data on behalf of the controller, which specifies the subject, duration, nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of the controller.

Role-specific responsibilities

Possible roles for the Parties are (1) Data Provider, (2) User, (3) Lyyli development environment operator, and (4) TURMS host organisation. A party may have several roles at the same time. In this case, the Party shall comply with all obligations related to its roles and the Data concerned when acting in that role.

Data Provider

The Data Provider is responsible for defining the Dataset Terms of Use for the Data that the Data Provider makes available in TURMS. This includes, among others, the right to define the purposes for which the Data in question may be processed, the right to allow the redistribution of Data, the right to prohibit unauthorised use of the Data and the right to discontinue the sharing of Data with the Parties. The Data Provider shall notify the Parties to which the Data Provider makes the Dataset available of any new Dataset Terms of Use. Unless otherwise specified in the applicable Dataset Terms of Use, the amendments made by the Data Provider to the Dataset Terms of Use shall be binding on the Parties within

ninety (90) days of the notifying the Parties concerned of such amendments. Amendments to the Dataset Terms of Use shall not have retroactive effect.

The Data Provider shall make available Data to the Parties in a machine-readable format specified by the Data Provider in the Dataset Terms of Use (e.g. API, as a downloadable package, etc.)

For the sake of clarity, it shall be noted that these rules do not prevent the Data Provider from also using or sharing its own Data with third parties or in bilateral agreements between Parties.

<u>User</u>

The User must use Data in accordance with these general terms and conditions for data sharing in the TURMS innovation cluster, applicable Dataset Terms of Use and TURMS rules.

<u>Lyyli development environment operator</u>

The Lyyli development environment operator provides services that support TURMS activities, such as guidance, verification, authentication, data security, data management and processing services, in accordance with the applicable service agreement between the TURMS host organisation and the Lyyli development environment operator.

General restrictions on the use of Data and Dataset Terms of Use

Unless otherwise specified in the Dataset Terms of Use, the User has the right to use the Data only in their own research, development and innovation activities, including the right to develop products and services intended for commercial use. The use of Data for operative commercial use is prohibited. For the sake of clarity, this prohibition on operative commercial use does not apply to Derivative Material developed by the User.

Appendix 4 presents a general Dataset Terms of Use template for describing the dataset to be shared and defining its terms of use (broad definition). This template is intended for situations where the Data Provider wants to define all the Dataset Terms of Use separately from the outset. To facilitate data sharing, TURMS has prepared pre-filled templates for some data sharing type situations, where there are fewer items to be specified on a case-by-case basis. Information on these templates, the terms and conditions included in them, and the recommended uses and uses can be found in the Lyyli development portal.

Redistribution of Data and Derived Material

<u>Data redistribution</u>

The Parties have the right to redistribute Data to other Parties, unless expressly prohibited in the applicable Dataset Terms of Use. In this case, the original Dataset Terms of U shall apply to redistribution.

Users may not share Data to a Third Party unless the applicable Dataset Terms of Use explicitly allow this.

If the Data Provider permits the redistribution of Data to a Third Party, the Data Provider shall be responsible for defining the terms and conditions for redistributing Data in the applicable Dataset Terms of Use. The User shall be obligated to include such terms and conditions in the Data redistribution agreements they enter into with a third party.

Unless otherwise specified in the Dataset Terms of Use, the Data User shall not be entitled to redistribute Data to its Affiliates unless the Data User has paid a partnership fee in accordance with Appendix 2 based on the entire Group's key figures.

Subcontractors and service providers

The Parties shall be entitled to use subcontractors and service providers, and may give them access to Data to the extent required by the outsourced functions. Restrictions on Users are directly applicable to subcontractors and service providers. The Parties are responsible for the work they outsource to subcontractors in the same way they are responsible for their own work.

Derived Material and its redistribution

Rights to the Derived Material belong to the Party that has produced the Derived Material in question. The original Dataset Terms of Use shall not apply to the Derived Material. The Dataset Terms of Use may impose restrictions on the use and/or redistribution of Derived Material.

The Parties have the right to redistribute Derived Material to other Parties and any Third Party, unless expressly prohibited in the applicable Dataset Terms of Use.

Fees and costs

Data shall be shared free of charge in TURMS, unless otherwise specified in the applicable Dataset Terms of Use. The TURMS host organisation or the Lyyli development environment operator do not provide support for collecting fees - this is handled by the Data Provider.

Each Party shall cover its own costs arising from the use of the Lyyli development environment and the utilisation of Data obtained through it.

Data security, protection and management

Each Party shall strive to ensure the secure processing of Data in accordance with applicable data security standards and data protection legislation. Each Party shall be able to fulfil its obligations under the TURMS rules and applicable Dataset Terms of Use. Furthermore, each Party shall suspend processing operations for an essential reason without any undue delay wherever necessary.

The Parties must also be able to identify the Data and delete it if the grounds for processing the Data cease to exist. Unless otherwise specified in the Dataset Terms of Use, the right of a Party voluntarily withdrawing from the TURMS partnership to use Data already in its possession shall remain in effect. The obligation to delete Data does not apply to Derived Material.

Identified breaches of data security shall be duly documented, corrected and reported to the Parties concerned without any undue delay. All Affiliates have an obligation to provide reasonable assistance in investigating TURMS data breaches concerning the Party.

Intellectual property rights (IPR)

Data sharing and granting the use of Data in TURMS does not lead to the transfer of Intellectual Property Rights (IPR) from one Party to another. Any more specific terms and conditions regarding IPR related to specific Datasets are included in the applicable Dataset Terms of Use.

The Data Provider shall be responsible for ensuring that it has sufficient rights and authority to make the Data accessible and available to other Parties in accordance with all applicable contractual terms.

Parties shall be entitled to use software robots or other forms and applications of robotised process automation, machine learning or artificial intelligence when processing Data, unless

this is specifically prohibited in the Dataset Terms of Use. In accordance with the above and the applicable Dataset Terms of Use, the User shall be entitled to learn from the Data and to use the professional competence and experience accumulated during the processing of Data.

Privacy

Personal data processed in TURMS must be processed in accordance with applicable data protection laws and regulations.

Terms that are not defined here, have the meaning stated in the GDPR or other applicable data protection laws.

With regard to the processing of personal data in TURM, Parties that disclose or receive Data are assumed to be individually and separately controllers under the GDPR. It is also assumed that the Parties concerned shall process Data on their own behalf, unless the Parties have concluded a written Data Processing Agreement specifying the subject matter, duration, nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of the controller and the processor. In addition, the terms and conditions of the Data Processing Agreements shall apply to the activities between processors and controllers.

The Parties shall prevent unauthorised and unlawful use of personal data by taking appropriate technical and organisational measures. The Parties shall ensure that persons who are allowed to process personal data undertake to keep such data confidential or that they are bound by the appropriate statutory confidentiality obligation.

Personal data shared in TURMS may be transferred within the European Union and European Economic Area. Such personal data may also be transferred outside the EU and the EEA in accordance with applicable law and case law, unless otherwise provided in the applicable Dataset Terms of Use.

Each Party undertakes to provide reasonable assistance to the other Parties if assistance is necessary for compliance with the obligations arising from the data protection legislation of the Party acting as controller.

Each Party acting as the controller is responsible for the lawful use of the Derived Material it has independently developed.

The Parties may also separately agree on obligations related to the processing of personal data as part of the Dataset Terms of Use and their approval.

Utilisation of Data at the end of the TURMS partnership

The Parties shall have the right to continue using the Data received through TURMS if such Data was obtained before the end of the Data sharing or TURMS partnership, unless otherwise specified in the applicable Dataset Terms of Use, and with the exception of a material breach of contract mentioned below. The General Terms and Conditions of Data Sharing and the terms and individual Dataset Terms of Use shall remain in force for as long as the Data is used.

If a Party's partnership in TURMS is terminated due to a material breach of contract, the right of the Party committing said breach to use the Data shall simultaneously be terminated at the end of the partnership. The Party committing said breach shall be obligated to discontinue the use of the Data and, upon separate request, document destruction of the Data. This also applies to any Data received before the breach of contract.

TURMS innovation cluster Dataset Terms of Use

template

27.9.2024

Please fill in the sections indicated with colour grey only. Do not change any other content.

DATASET TERMS OF USE

DATA PROVIDER

[name of organisation]   acts as a data provider.

DATA DESCRIPTION APPENDICES

Data description appendix	Description
1	Description of the data set [No 1],
2	Description of the data set [No 2],
N	Description of the data set [No N],

BACKGROUND INFORMATION

The purpose of these Dataset Terms of Use is to define the Data that the Data Provider makes available in the TURMS innovation cluster and to specify the conditions for the use of said Data.

DEFINITIONS

The following terms and expressions have the following meanings in these Dataset Terms of Use and Data description appendices:

"Data Provider"   refers to the entity specified in "Data Provider" above.

"User"   refers to any Party in the TURMS innovation cluster that processes Data that is made available by the Data Provider in accordance with these Dataset Terms of Use.

"[specify term]"   means...

The definitions of other terms and expressions are defined in the rules of the TURMS innovation cluster and its appendices.

APPLICABILITY AND COVERAGE

These Dataset Terms of Use shall apply to Datasets offered by the Data Provider under the rules of the TURMS innovation cluster and specified in more detail in the appendices to the Data description appendices.

By using Data, the User agrees to these Dataset Terms of Use.

The role of the Dataset Terms of Use in the TURMS innovation cluster rules order of application is defined in the TURMS rules. In addition, if there is a conflict between the Dataset Terms of Use and its Data description appendices, these Dataset Terms of Use shall take precedence.

DATA

Data, its location and its method of sharing are defined in the Dataset descriptions found in the Data description appendices. Note! If different Datasets have different terms and conditions, the Data Provider must specify separate Dataset Terms of Use for each such Dataset.

The Data Provider shall be responsible for ensuring that it has sufficient rights and authority to make the Data accessible and available to other Parties in accordance with all applicable contractual terms.

INTENDED USE OF DATA

Under these Dataset Terms of Use, the Data Provider grants the User a non-exclusive right to use Data for the following purposes:

(1) [specify e.g. receive, process, duplicate]

(2) [specify e.g. refine, modify, produce Derived Material]

(3) [specify intended use]

And redistribute Data as follows:

(4) [specify, e.g., redistribute Data to other Parties in the TURMS innovation cluster and their Affiliates]

(5) [specify, e.g., redistribute the Data to Third Parties (provided that the Party redistributing Data includes the terms of use specified in this Terms of Use document in the agreements concluded with a given Third Party]

(6) [specify method of redistribution]

In the following geographical area

[specify e.g. Finland, EU and EEA, globally].

The User reserves the right to use software robots or other forms and applications of robotised process automation, machine learning or artificial intelligence when processing Data. In accordance with the above, the User shall be entitled to learn from the Data and to use the professional competence and experience accumulated during the processing of Data.

RESTRICTIONS ON DATA PROCESSING AND REDISTRIBUTION

Data shall not be processed for the following purposes:

[specify e.g. Data may not be processed for .... purposes].

DERIVED MATERIAL

The following are not considered to be Derived Material and the Data Terms of Use shall apply in these cases:

[For example, consider the following specifications:

(i) Data can be easily generated from the Derived Material by means of conversion, translation or inference;

(ii) Derived Material may be used as a substitute for Data;

(iii) Individual Data Providers can be identified from the Derived Material;

(iv) Derived Material contains Confidential information from Data Providers; or

(v) The Dataset has only been modified to a minor extent

(vi) ...]

RESTRICTIONS ON THE PROCESSING AND REDISTRIBUTION OF DERIVED MATERIAL

Derived Material shall not be processed for the following purposes:

[specify e.g. Derived Material may not be processed for .... purposes].

[specify other purpose]

Please fill in the sections indicated with colour grey only. Do not change any other content.

PAYMENTS AND TERMS OF PAYMENT

The use of Data involves the following fees and charges:

[specify Data-related fees and charges]

REPORTING

The following reporting obligations apply to the use of Data:

[specify reporting obligations]

DATA SECURITY

The following data security obligations apply to the use of Data:

[specify data security obligations]

CONFIDENTIAL INFORMATION

[The Parties agree that the Datasets specified in the Data Description appendices section contain Confidential information, and the following Terms of Use shall apply to its use and processing in addition to the terms of the access restriction:]

PRIVACY

[The Datasets referred to in the Data Description appendices contain personal data, and the following conditions shall apply to the receiving and processing of said data:]

INTANGIBLE RIGHTS

[specify]

DISCLAIMER AND LIMITATION OF LIABILITY

Unless otherwise stated in these Terms of Use, the Data Provider shall provide Data "as it is available" without guarantees of any kind. The User bears the full risk of whether Data is suitable for their purposes.

SPECIFIC CONDITIONS FOR THE TERMINATION OF DATA SHARING

[specify]

ENTRY INTO FORCE AND APPLICATION

The right to use Data takes effect when the User opens access to Data and shall remain in effect until the User stops processing the Data.

AMENDMENTS

The Data Provider may stop sharing the Data or change these terms at any time by notifying the other Parties within the TURMS innovation cluster in writing. Data sharing shall end or the amended Terms Of Use shall take effect ninety (90) days after the Data Provider has notified the other Parties of the discontinuation of the data sharing or amendments made to the Terms of Use. However, discontinuing or amending the data sharing shall not affect any Data that Users have received before said changes enter into force.

OTHER TERMS

[specify]

Please fill in the sections indicated with colour grey only. Do not change any other content.

Instructions: A description of the data (metadata description or equivalent) including a more detailed breakdown of the dataset, its location and method of sharing. The number of these appendices to be appended to the Dataset Terms of Use shall equal the number specified in the section Data Description appendices of these Dataset Terms of Use.