

GENERAL TERMS AND CONDITIONS OF THE SMART WATER REMOTE MONITORING SERVICE

These general terms and conditions are applied to customer deliveries of Envera Oy's ("Envera") Smart Water remote monitoring services, unless otherwise specified or agreed.

Preconditions for deployment and installation of the equipment

The deployment of the Smart Water remote monitoring equipment required for the service requires that the water gauge can be easily read, the gauge space is dry and there is clearance of a minimum of 15 cm above the water gauge. There must be a socket outlet for powering the remote monitoring device in the gauge space a maximum of 5 metres from the water gauge.

Unless otherwise agreed, the customer is responsible for the installation of the equipment in accordance with Envera's installation instructions.

Content of the service and reporting

Envera's remote monitoring equipment digitalises the readings from the water gauge to Envera's systems and provides reports through the remote monitoring service as jointly agreed. Any more detailed analysis of data in case of problems or other situations is subject to a separate charge. Envera is not responsible for reporting errors caused by the reliability of the gauges read or their calibration or meter errors. Envera aims to ensure that the service is available to the customer continuously without interruption. However, Envera is not liable for the uninterrupted, timely or flawless operation of the service.

Envera may use the data provided by the equipment and its system and data exported to them as well as customer feedback and improvement proposals free of charge in order to e.g. develop its products and services and also otherwise, provided that the customer's name is not expressed or disclosed

Ownership of the equipment and service, transfer, changes and servicing

The remote monitoring equipment, service and the databases and material required to implement it, as well as associated rights, are the property of Envera. The customer is responsible for no damage being caused to the equipment and for the equipment not being changed or removed from its place of installation or installed in a place other than the agreed installation location without Envera's written permission.

Envera will make changes to the equipment and software where necessary to guarantee or improve the service. Envera is responsible for the normal functioning and servicing of the equipment as part of the service. The customer shall provide Envera and/or its subcontractors with the required access to the place of installation.

The service is implemented using public data networks. Envera shall inform the customer if the service is partially unavailable or does not work due to repairs, updates, maintenance or factors not attributable to Envera, such as the non-functioning of data networks. The customer accepts such interruptions of use. If there are problems with the service, Envera undertakes to repair the service as soon as possible and return it to use immediately once the problems allow.

Termination of agreement and returning of the equipment

The agreement is valid until further notice, and either party may terminate it subject to the agreed period of notice. The agreement shall be terminated by e-mail or otherwise in writing.

A party to the agreement is entitled to terminate this agreement with immediate effect if the other party is declared bankrupt, is placed in company administration or liquidation or is in breach of the agreement and does not rectify the breach within fourteen (14) days of the other party having notified the party of the breach.

If the customer wants to terminate the agreement, they should inform Envera's customer service of this and return the functional remote monitoring system to Envera as a customer return within the period of notice. If the remote monitoring system has not been returned as described above, the agreement shall remain in force.

Transfer of the agreement

Envera has the right to transfer the responsibilities and obligations pursuant to the agreement and the agreement in case Envera or its business operations are transferred to another company as the result of a transaction, business transfer, merger or demerger or other similar arrangement.

Limitation of liability

Neither party shall be liable for indirect or consequential losses. The parties' liability for damage is limited to the fees charged for the service during the past 12 months. These limitations shall not be applied if the party is guilty of gross negligence or has caused intentional damage.

Disputes

Any disputes arising from the agreement are to be solved amicably and in good faith. If this is not possible, disputes shall be settled by the Helsinki District Court in the first instance.