



DEMOLA PARTNERSHIP AGREEMENT

1. Parties

Demola Global Oy (“Demola Global”)
Business ID: FI24087016
Address: Åkerlundinkatu 8, 33100 Tampere, FINLAND

and

Pirkanmaan hyvinvointialue (“Partner”)
Business ID: 3221308-6
Address: Biokatu 12, 33520 Tampere, FINLAND

Hereinafter jointly referred to as “Parties” or “Party”, depending on the context.

2. Purpose

This Agreement (“**Agreement**”) shall apply to the Demola Partnership (“**Demola Partnership**”) between Demola Global and the Partner, and any of its Affiliates.

Demola is an international innovation platform for businesses, public organisations, research institutions and higher-education institutes. Demola Global builds innovation teams and facilitates co-creation of participating students, experts, businesses, and other partners with the aim of enabling open innovation, recruitment opportunities for participating talents, and cross-industry networking.

The Parties agree that the Parties’ cooperation is mutually beneficial and therefore their intention is to establish a long-term strategic partnership. The purpose of cooperation is to support Partner’s innovation, talent engagement, and strategy processes.

This Agreement is subject to the General Conditions (“**General Conditions**”) for Demola partnerships, which is attached hereto as Appendix 1.

3. Business Contacts

Cooperation shall be coordinated via single contact person from each Party. The contact persons may be changed time to time with a written notice.

In the beginning of the cooperation the contact persons are:

- Demola Global: Ville Kairamo <ville@demola.net> and Janne Eskola <janne@demola.net>
- Partner: Kati Kristiansson <kati.kristiansson@pirha.fi>

4. Demola Partnership

This Demola Partnership applies to Demola Projects in all Demola locations in Finland (“**Location**”).



Demola Global facilitates a portfolio of Demola projects in the Location. All Demola projects are multidisciplinary and built based on open application process. Demola Global collaborates with regional universities and higher-education institutions to engage students and recent graduates to apply. The Partner may assist Demola Global in student and academic engagement.

Project portfolio is designed by Demola Global based on the interest areas of the partners companies and stakeholders as well as Demola Knowledge-Base and previous Demola project results.

Partnership elements and events for the Term of the Agreement are defined in Appendix 2 Demola Partnership description.

Demola Global shall grant to Partner, upon a due payment of the Service Fees, a license to all Results of the Demola projects that are facilitated in the Location during the Term of the Agreement. Terms of license and results are defined in Appendix 1 (the General Conditions).

5. Fees and terms of payment

For period 01 - 12 / 2025 ("Service Period"), the Partner shall pay to Demola Global a service fee ("Service Fee") of EUR 22 500 (VAT 0%).

The Service Fee for the Service Period shall be invoiced after signing the agreement.

Terms of payment are defined in Appendix 1 (the General Conditions).

6. Related documents

The following Appendices are hereby made part of this Agreement.

APPENDIX 1) General Conditions for Demola Partnership

APPENDIX 2) Demola Partnership description

Should this Agreement and its appendices be in contradiction with each other, such contradictions shall be resolved by applying, primarily, this Agreement and secondarily the appendices. The mutual order of application of the appendices shall be determined according to the number of the appendix (first, an appendix with a smaller number shall be applied).

7. Term of the Agreement

The Agreement shall enter into force when it has been executed by the Parties or, if the Parties have taken actions to implement the Service before signing the Agreement, on the starting date of such actions.

The Agreement shall remain in effect until 31.12.2025.

8. Signatures

In witness whereof the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date of last signature below.

This Agreement may be signed also by exchanging a signed copy by facsimile, email or in similar electronic manner and in counterparts and each such counterpart shall constitute an original document.



Appendix 1)

GENERAL CONDITIONS FOR DEMOLA PARTNERSHIP

1. Scope of the Agreement

- 1.1. Demola is a global innovation platform. The purpose of cooperation is to support Partner's innovation, foresight, talent engagement, and strategy processes.

2. Definitions

"**Affiliates**" of a Party shall mean an entity which is i) directly or indirectly controlling such Party, ii) under the same direct or indirect ownership or control as such Party; or iii) directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Agreement**" shall mean this Service Agreement, its Appendices and all related Purchase Order(s).

"**Background Material**" shall mean all kinds of material such as information, methods, solutions, devices, substances, inventions, software and the related intellectual property rights that are in the possession of a Party before signing this Agreement or that the Party has independently developed or acquired outside the scope of this Agreement during the validity of the Agreement.

"**Confidential Information**" shall mean all technical, financial or commercial information that is related to or influences the Results or the Partner's or its Affiliates' operations, including computer files, passwords and IT system details, regardless of the manner or format in which the information is disclosed to the recipient, or that has been marked as trade secrets with "Confidential" or other similar markings.

"**Results**" shall mean all materials in whatever form delivered by Demola Global (including but not limited to any report, document, data, design, invention, and software including source code), as well as all rights related to such materials (such as proprietary rights and intellectual property rights including but not limited to utility models, trade secrets, copyrights and patent rights).

"**Demola Project Portfolio**" shall mean all Demola Projects taking place at the Location during the term of the Agreement. Number of projects in one cohort or year depends on amount of quality applicants Demola Global in cooperation with regional universities and higher-education institutions are able to engage. Demola Global does not guarantee any definite number of projects.

4. Background Material

- 4.1. Partner shall not have any obligation to deliver any Background Material to Demola Global. If Partner delivers Background Material, no rights (including property and/or intellectual property) pertaining to the Background Material shall be transferred to or granted to Demola Global. Such Background Material may only be used during the implementation of the services specified in this Agreement. Any other use must be agreed separately in writing. The Background Material shall be returned to Partner or destroyed at the end of the term of the Agreement or earlier upon Partner's request.

5. License to Results and transfer of Rights to Results

- 5.1. Demola Global shall grant to Partner, upon a due payment of the Service Fees, a royalty-free, perpetual, irrevocable, non-exclusive, and global license to the Results to use and exploit the Results in all operations as Partner deems suitable, including research and development as well as commercial activities ("License"). The License shall include the right to further develop, modify, create derivative works, and complement the Results and to use the outcomes so achieved. The License shall also include the right to copy the Results and to manufacture, have manufactured,



sell, offer to sell and otherwise distribute to third parties any products or provide any services that utilize the Results or have been developed on the basis of the Results.

6. Terms of Payment

- 6.1. Partner shall not be obligated to pay any other fees or other compensation than the fees specified in this Agreement to Demola Global.
- 6.2. Any change in the service fee shall be made only upon written approval by the Partner.
- 6.3. All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. If any such tax is or will be chargeable, Partner shall pay the tax to Demola Global and Demola Global shall provide Partner with a tax invoice that meets all Terms necessary to allow Partner to reclaim such tax.
- 6.4. The Partner shall pay the fees within 21 days after receiving the invoice. If Partner is overdue with any payment due under this Agreement, the Demola Global is entitled to charge interest on delayed payments and reasonable collection costs per the interest act in Finland.
- 6.5. The Partner can pay the fees with credit card if agreed by the Parties.

7. Confidentiality

- 7.1. In connection with the Demola Partnership, The Parties may disclose Confidential Information. The Parties shall undertake to restrict the use and further disclosure of such Confidential Information. The Parties agree not to disclose Parties' Confidential Information to third parties as well as to take all necessary precautions to preserve the confidentiality of such Confidential Information and not to use Confidential Information for any purposes other than fulfilling the obligations under the Agreement.
- 7.2. The Demola Global shall have the right to provide Partner's Confidential Information to its personnel only to the extent necessary for carrying out the tasks agreed by the Parties.
- 7.3. The confidentiality obligations set forth in this Agreement shall bind the Parties for a period of five (5) years from the date of receipt of Confidential Information.
- 7.4. The Parties agree not to disclose Appendix 2 of this Agreement to third parties.
- 7.5. The confidentiality obligations shall not apply to any information which
 - a) has been publicly available before the beginning of the negotiations or later becomes publicly available in manner other than due to negligence or neglect or other action in violation of this Agreement on the part of the receiving Party or its personnel; or
 - b) the receiving Party can demonstrate to have been in its possession before receiving such information from the disclosing Party; or
 - c) has been received from third parties who have had a right to disclose such information; or
 - d) the receiving Party has independently developed; or
 - e) the Party must make public on the grounds of an act, decree or other judicial or governmental order.

8. Limitations of Liability

- 8.1. Neither Party shall under any circumstances be liable towards each other for any indirect, incidental, consequential, special or punitive damages, including but not limited to loss of profits, benefits and/or revenue, whether in contract, tort, or otherwise, except for injury to persons, breach by the Section 7 Confidentiality or in cases of intentional misconduct or gross negligence.

9. Term

- 9.1. The Parties shall have the right to terminate the Agreement with immediate effect if the other Party commits a material breach of the terms and Terms of the Agreement or, where applicable, the confidentiality agreement, and fails to remedy such material breach within thirty (30) days after receiving a written notice in respect of the matter.
- 9.2. The licenses granted to Partner based on this Agreement shall remain in force even if the Agreement is terminated according to section 9.1. by the material breach of other Party than the Partner.
- 9.3. Terms of the Agreement, which by their nature should survive the termination or expiration of the Agreement, shall continue to apply following such termination or expiration.

10. Miscellaneous

- 10.1. Any changes to the Agreement shall be agreed in writing, and the Parties shall approve the changes with their signatures to become valid and binding on the Parties.
- 10.2. A failure of a Party to insist upon the performance of any or more of the terms or Terms of the Agreement or a waiver of any term or Term of the Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

11. Governing Law and Disputes

- 11.1. This Agreement shall be governed by and construed in accordance with Finnish law without giving effect to its choice of law provisions.
- 11.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be primarily settled in good-faith negotiations between the Parties. If a dispute cannot be resolved through negotiation, it will be submitted for resolution to the court of first instance at the Partner's registered office.