TAIGA PUBLIC SECTOR RIDER

Version: v1.0, effective 6 September 2026

1. WHEN THIS APPLIES

This Rider forms part of the Agreement where the Customer is a Finnish contracting authority (hankintayksikkö) or another public-sector body; no election is needed. It prevails over the Master Service Terms and Schedules on the matters it covers, ranks below the Order Form and, on personal data, below Schedule D, and where the DORA Add-on is also activated clause 1.1 of the Master Service Terms says which prevails on what. Terms defined in the Master Service Terms have the same meaning here. The version of the Master Service Terms, the Rate Card and this Rider in force at signature is attached to the contract as a dated annex; a new version applies only by written amendment, save for a change required by mandatory law or a security fix that does not reduce the Customer's rights.

Finnish public buyers procure on JIT 2025, need fixed fees, and cannot accept automatic changes or arbitration. This rider swaps those things in so that a tender does not reopen the whole contract.

2. GENERAL TERMS: JIT 2025

The general terms and conditions for public-sector IT procurement published by the Ministry of Finance as Valtiovarainministeriön julkaisuja 2025:2 on 7 February 2025 ("JIT 2025") apply as gap-filling terms, in that version, in this order: Liite 6 (Palvelut verkon kautta) for the Platform, Learn and Operate; Liite 2 (Tilaajan sovellukset, ei-avoin lähdekoodi) for Deliver and the delivered application; and Yleiset ehdot. Liite 1 (avoin lähdekoodi) and Liite 7 (Asiantuntijatyö) do not apply. Where the Customer requires it, the Ministry of Finance personal-data terms (Valtiovarainministeriön julkaisuja 2025:3) apply in place of Schedule D, with the description of processing completed and annexed; Schedule B continues to describe how the processing is carried out. JIT 2025 applies only where the Agreement is silent, as its own §1(1) provides.

JIT 2025 is the Finnish public-sector standard. It fills the gaps; the Agreement states its own position wherever it matters.

3. WHAT CHANGES FOR A PUBLIC BUYER

Fixed fees, no automatic step-up, 30 days from receipt of the invoice, the district court, and ownership of the application. Each one in a line.

Price. The fees and the step ladder are fixed for the contract term and attached as the price schedule; nothing is invoiced per Aurora, so the fee the Customer pays does not move during the term. Aurora measures actual consumption as clause 4.6 of the Master Service Terms provides, so what a given operation draws from the Pool moves with third-party prices in both directions. Automatic step-up is not available and may not be elected; the Account Cap governs alone, and a step change is made only by written amendment or under a review clause the procurement documents provided for. A 12-month committed term under clause 16.2 of the Master Service Terms is available; it expires at its end without notice and the Agreement then ends unless the procurement documents provide for continuation or extension.

Payment. 30 days net from the Customer's receipt of a contract-compliant invoice, by European-standard e-invoice with the Customer's purchase reference, as laki kaupallisten sopimusten maksuehdoista 30/2013 4 § permits. The recurring fees are billed per billing period without a written-acceptance precondition. Suspension for non-payment only where a clear and undisputed payment is more than 30 days overdue, and then on at least 15 days' prior written notice.

Disputes. Clause 19 of the Master Service Terms does not apply. The Parties negotiate for 30 days from a written notice of dispute; unresolved disputes go to the competent district court (käräjäoikeus) at the defendant's domicile. Expert determination applies only where both Parties agree in the individual case.

Ownership of the delivered application. Deviating from JIT 2025 Liite 2, the delivered application is assigned to the Customer as clause 8 of the Master Service Terms provides; Taiga's platform, models, prompts, scaffolding, templates, evaluation harnesses and control-plane records are supplier material outside the delivery. Liite 1 and any open-source licensing of Taiga's scaffolding are not accepted; a tender that requires them is a separately priced deliverable.

Delivery. Deliver is a consumption service against an agreed backlog with milestone-based acceptance, not a dated delivery, and no delay penalty attaches to a Build. Deemed acceptance of the software service follows JIT 2025 Liite 6; acceptance of a Build follows the acceptance criteria agreed for it. The warranty on a delivered application is six months from acceptance.

Subcontractors. Described in the service description with role and location. Taiga gives three months' written notice of a change and the Customer may terminate the affected Service; this operates alongside Schedule D, which continues to apply, and Schedule D governs if the two cannot both be complied with on a personal-data matter.

References. Taiga uses the Customer's name or the contract as a reference only with the Customer's written permission.

Data export. In addition to Schedule C, every delivered application is designed so the Customer can export all stored data by automated means in an openness-compliant form, and ships with a description of its stored data structure and metadata (datakuvaus) as part of its documentation, free of charge; Taiga delivers the Customer's platform data and its datakuvaus annually and at exit.

Non-solicitation. No non-solicitation clause applies.

4. LIABILITY AND IP INFRINGEMENT

Clause 14 of the Master Service Terms applies in place of JIT 2025 Yleiset ehdot §11. Service credits are the sole financial remedy for availability shortfalls and count toward the cap.

The intellectual property infringement indemnity follows the mechanics of JIT 2025 Yleiset ehdot §6: Taiga warrants that the delivery, used in accordance with the Agreement, does not infringe a third party's intellectual property right in Finland, defends the Customer, pays sums awarded or agreed, and procures, replaces or modifies. By written agreement under §1(1), and notwithstanding §6(6) and §11(5), that liability is subject to the super-cap in clause 14.2 of the Master Service Terms and the ceiling in clause 9, and the exclusion of indirect loss applies to it, exactly as for any other Customer. Only where the procurement documents expressly refuse a limitation of this liability does §6 apply as written, uncapped and with indirect loss recoverable; whether to contract on those terms is a decision Taiga takes before it submits a tender. A claim traceable to the Customer's own specifications or instructions, or to output relied on without the review clause 5.1 of the Master Service Terms requires, falls outside the indemnity. Open-source components are governed by their own licences.

Taiga maintains the insurance in clause 15 of the Master Service Terms, including its run-off, and supplies evidence at signature and annually.

Twelve months of fees paid, as for anyone. JIT lets the parties agree the IP indemnity is capped, so we do; only a tender that refuses that in terms changes it, and then we decide whether to bid.

5. AUDIT, SECURITY AND SECTOR RULES

We accept the JIT audit right rather than negotiate it, and we say which public-sector laws we can help with and which are yours.

Audit. The audit right in JIT 2025 Yleiset ehdot §22 applies in place of clause 12 of the Master Service Terms: up to two audits a year on two weeks' written notice with a twelve-month look-back, costs on the Customer unless a material defect is found, and Taiga may refuse a direct competitor as third-party auditor. Taiga keeps an audit pack covering invoicing accuracy, monitoring, personal-data processing, information security and reporting.

Security annex. Schedule B is the security annex, supplemented by the continuity and preparedness requirements the Customer's own instruments impose on a security-of-supply-critical organisation. Taiga cooperates with personnel security clearances under turvallisuusselvityslaki 726/2014 where the Customer requires them, at the Customer's cost. Nothing in the Agreement asserts a control that Schedule B records as not held.

Openness and information management. The Customer decides, subject to review, which parts of the Agreement and pricing are trade secrets under laki viranomaisten toiminnan julkisuudesta 621/1999; Taiga identifies the parts it asserts. Schedule B is the evidence of information security measures the Customer needs under laki julkisen hallinnon tiedonhallinnasta 906/2019, and the fault-tolerance and availability testing of systems essential to the Customer's tasks is the Customer's, supported by Schedule A. Accessibility of a delivered application under laki digitaalisten palvelujen tarjoamisesta 306/2019 is the Customer's responsibility as service owner; the factory verifies what the Service Description says it verifies and nothing more.

Security-classified material. The Services are not approved for security-classified (turvallisuusluokiteltu) material and no such work starts without a separate written agreement. The factory must read the code it builds, so material that must stay encrypted end to end from the provider cannot be processed; that is a product limit, not a hosting choice.

Procurement. This Rider does not itself satisfy procurement law. The value, duration and award route of a public contract, and any review clause under laki julkisista hankinnoista ja käyttöoikeussopimuksista 1397/2016, are the contracting authority's to determine in the procurement documents.