

Agreement for using Netvisor API

Term	Definition
Visma	Visma Solutions Oy
Customer	Company that develops, owns or operates the integrated Solution.
Data Controller Data Processor Data Processing Data Subject Personal Data	These terms shall have the same meaning and interpretation as in applicable privacy legislation and are referenced here for convenience.
Sensitive Personal Data	<p>Sensitive Personal Data is any Personal Data related to:</p> <ul style="list-style-type: none"> - Racial or ethnic background - Political opinions and affiliations - Religious beliefs and other beliefs of a similar nature - Trade union membership - Mental and physical health - Health - Criminal records - Genetic and biometric data <p>These terms shall have the same meaning and interpretation as in applicable privacy legislation and are referenced here for convenience.</p>
Interface(s)	Interface to a Solution means any human or system-provided service that utilizes the Visma's Solution through an API or other integration technology, or utilizes user interface with software robotics.
Solution(s)	A solution can be a mobile application, integration between two solutions, licensed software, cloud application etc including its services like data storage and modules, and related actions such as versions, changes, updates, customer and technical support.
Netvisor	Within the scope of this Agreement Our Solution is Netvisor.
Customer's Solution(s)	The Solution Customer is using with an Interface to Visma's Solution.
Netvisor API	Programmatic API's and associated tools and documentation Visma makes available. This covers also keys, usernames etc. needed to authenticate identity, obtain access and to use API of Netvisor.
Visma's Trust Centre	<p>Visma's principles for security, privacy, transparency and compliance are described in</p> <p>https://www.visma.com/trust-centre/</p>
Visma's Data Protection Policy	<p>Details of Visma's Data Protection Policy including internal practices and tools and used subcontractors are listed in</p> <p>https://privacy.vismasolutions.com</p>

1. Context

This Agreement applies to co-operation between Visma and Customer for using Netvisor for financial services with an Interface to Customer's Solutions.

This Agreement governs Customer's or Customer's subcontractors rights to use and access content in Netvisor through Netvisor API for purposes of developing, implementing and operating for Customer's own usage. This Agreement does not authorize the Customer or Customer's subcontractors neither to resell or re-license Visma's Solutions nor to commercialize the Interface with Visma's Solutions to other Customers.

2. Validity, Termination, Transfer and Modification of this Agreement

This Agreement shall commence on the effective date when both parties have signed this Agreement using Visma Sign and will remain in effect until Customership is terminated.

Neither party is entitled to assign the Agreement brought about by its rights or obligations to a third party without the prior consent of the other party's prior written permission.

Parties have the right to transfer the Agreement with the parties to the contract to a company in the same group as well as in connection with the business transfer of business to the receiving party. This transfer shall be communicated to the other Party in advance in writing.

This Agreement may be terminated at any time by either Party at any time. The notice period is 90 days. Either Contracting Party may terminate this Agreement upon discovery of a material breach of any term of this Agreement, with immediate effect. Termination must be effected by e-mail notification to the other Contracting Party, in the case of Visma this notification will be sent to isv.solutions@visma.com. The notice shall be governed by the terms of this Agreement.

Any changes to this Agreement must be made in writing.

3. Cost sharing

Unless otherwise agreed, the Parties shall be responsible for their own costs of co-operation under this Agreement and other business related expenses covered by this Agreement.

4. Intellectual Property Rights

Under this Agreement all intellectual rights, including but not limited to copyrights, patents, trade marks, design rights, utility models, domain names, trade secrets, computer software source code, binary code, databases, etc. remain the property of the contracting Party who owned it prior to the entry in force of this Agreement or developed it during the validity of this Agreement. For the avoidance of doubt, Visma or its licensors owns all intellectual property rights to Netvisor and Visma's other Solutions.

5. Responsibilities of the Parties

Both Contracting Parties are responsible for ensuring that the Solution and Partners subcontractors used for development and use of the Solution comply with the applicable laws and regulations governing e-commerce and personal data and other applicable laws and regulations. Both Parties shall independently monitor any changes in laws and regulations and adapt its own policies and services and those of its subcontractors to those changes.

6. Disposition

Customer is granted a limited, non-exclusive, non-transferable, and terminable right during the term of this Agreement to use the Visma's Solution Interface. More specifically, this includes the right to retrieve, add and update content of Visma's Solution using the Interface and display the requested content in the Customer's Solution. Subject to separate agreement, Customer may use the Visma's Solution's user interface using a software robot following the instructions provided separately; Visma reserves the right to approve and reject the use of software robotics on a case-by-case basis.

- All development and testing work must be done in a separate development environment.
- Customer declares that it is responsible for the development, deployment, operation, maintenance and support of its Solution and its Interfaces, including all Customer's employees and subcontractors, who are required to perform all activities throughout the lifecycle of your solution.
- Customer's and its subcontractors use of Visma's Solutions must not violate any law or regulation or the individual's individual rights, such as privacy and intellectual property.
- Customer accepts that neither Visma nor Visma's subcontractors are responsible for the operation Customer's Solution and its Interfaces, but Customer is solely responsible for the content created, updated or removed by the Customer's Solution. If the content of Visma's Solution gets corrupted, the responsible solutions to the problems contracting party must immediately take corrective action, such as error correction and data repair.

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- Customer implements a bidirectional Interface between the Visma's Solution and Customer's Solution, and is sanctioned by a level of error handling common to the industry, transaction logging of transactions and monitoring of the Solution.
 - Each Customer's Solution associated with Visma's Solutions must have a unique identifier ("name") and the required API identifiers / keys. These tags and IDs must be used with all transactions delivered through the Visma Solutions Interfaces.
 - If an API key is stored in the Customer's Solution, special attention must be paid to security and integrity of the API keys. Under no circumstances should API IDs be transferred to a third party. The Customer must contact Visma immediately if the Affiliate suspects that a third party may be using the Affiliate API Key or Client API Key or if the API Key is stolen or lost. Visma shall not be liable for any unauthorized access to our Solutions or unauthorized use of our Solutions resulting from the misuse of the Customer's API keys or your Client API keys.
 - Customer may not use or attempt to use any part of Visma's Solutions to monitor the availability, performance or functionality of the Visma Solution for any comparative, illegal or harmful purposes.

7. Security and protection practices

At minimum, Visma expects Customer to take the following steps to ensure an appropriate level of security

- Customer has in use general industry practices, security mechanisms and countermeasures against external threats, attacks, and vulnerabilities, or any action that may cause harm to any environment required to develop, deploy, operate, maintain, and support the Customer's Solution and its Interfaces.
- The aforementioned security mechanisms must cover all systems required by the Customer to develop and provide the Service, such as web servers, databases, and associated data network connections, such mechanisms providing appropriate organizational, technical, and physical security safeguards and ensuring the confidentiality, integrity,
- Visma further recommends that Customer use encryption techniques to protect the data stored in the Solution and the data transferred to the Subscription from time to time from unauthorized and unauthorized access.
- Customer will immediately notify Visma of any threats, attacks, and vulnerabilities that it has detected by email to isv.solutions@visma.com and promptly initiate any corrective action required.
- All necessary security practices and Visma's current subcontractors, including their access to the Controller's Personal Information, are listed in the Visma's Trust Center and Visma's Privacy Policy.

8. Warranty

Use of the Visma's Solution is at the Customer's sole risk. Interfaces or other materials that Visma may provide are provided "as is" without warranty of availability, accuracy or fitness for any particular use by the Customer or its subcontractors.

9. Limitation of Liability

Neither Party shall be liable to the other Party or any third party for any direct, indirect, exemplary, special, indirect, incidental, consequential, loss of income, profits, information, use or goodwill, or for any replacement products or services, was due to the loss or loss of use of, or inability to services provided by one of the parties to the contract to use them, unless it has been committed intentionally or as a result of gross negligence.

If either Party has breached this Agreement and has not remedied the error without delay, the Party shall be liable for any consequential damages. Party's maximum liability is, however, a maximum of ten thousand (10,000) euros.

The above-mentioned limitations of liability do not apply to damages caused by the Party's intentional or grossly negligent actions. In the event that the data subject suffers damage due to a Party's breach of the Data Protection Regulation, both Contracting Parties shall be liable for any damage suffered by the data subject in accordance with Article 82 of the Data Protection Regulation. Both Contracting Parties shall also be liable for any administrative fines imposed on it by the Supervisory Authority pursuant to Article 83 of the Data Protection Regulation.

10. Modification of the Netvisor API

Visma is constantly improving and developing its services, including Solution Interfaces, Logic and APIs. The functionality, interfaces and content of our solutions may be modified, added or removed at Visma's sole discretion. Visma strives to minimize the negative impact of such changes. We may occasionally change our solutions, but we try to keep them compatible with previous solutions. Visma will use reasonable endeavors to give 30 days' notice of planned changes to Visma's Solutions that affect the compatibility of previous Solutions.

11. Force Majeure

Either Party is relieved from its obligations under this Agreement if fulfillment of the agreement is prevented due to circumstances for which Parties cannot affect on. These include, for example, fire, war, public transport, communication suppression, strike, blockage, lockout and those with similar situations. The Parties shall not be entitled to compensation from the other Party for that period.

12. Confidentiality

The Parties hereby agree to keep the contents of this Agreement and the information obtained under this Agreement confidential and not to disclose confidential information to third parties. Confidential information does not include a) information the recipient can demonstrate was in the recipient's possession or knowledge prior to entering into this Agreement, and which the recipient lawfully acquired; b) information that is or becomes publicly available through no fault, action, omission or intervention of the recipient; c) information that is received by the recipient from a third party without a duty of confidentiality (express or implied); or d) information that is independently developed by the recipient without breach of the Agreement.

13. Governing Law and Disputes

Any and all disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be finally settled in arbitration by a sole arbitrator in accordance with the Rules of the Arbitration Committee of the Finnish Central Chamber of Commerce pursuant to the regulations in force. The arbitration shall be conducted in Lappeenranta, Finland, in the Finnish language. Any arbitration award shall be final and binding and may, if necessary, be enforced by any court or authority having jurisdiction.

This Agreement and the Settlement of Disputes shall be governed by and construed in accordance with the laws of Finland, excluding its conflict of laws provisions and the UN International Trade Law. Any dispute, ambiguity or matter between the parties relating to any matter arising out of or in connection with this Agreement shall be settled by a single arbitrator in accordance with the rules and regulations of the Arbitration Board of the Central Chamber of Commerce. The place of arbitration shall be Lappeenranta and the language shall be Finnish. Any result of the arbitration shall be final and, where appropriate, enforced by any competent court or authority.