

1 General information

These general terms of contract are part of the agreement by which Visma Solutions Oy ("Visma" or "Provider") provides the Netvisor service to the client.

Unless otherwise agreed, these terms and conditions also apply, where applicable, to additional work ordered by the Client and to implementation, development, installation, training and other services provided to the Client by Visma.

2 Definitions

The following terms have the meanings defined below and singular terms also apply to plural terms and vice versa (unless the context otherwise requires):

Client is the organisation using the Service

Client's Data refers to the data and material transferred by the Client to the Service or belonging to the Client, such as the Client's databases, invoices and document formats.

The Price List is Visma's current price list, which can be found at <https://netvisor.fi/netvisor-pricelist.pdf>

User means designated users of the Service who, under the Client's authority and responsibility, use the Service after accepting its terms of use.

The Service is a Netvisor financial administration service provided by Visma using the SaaS service model, which the Client may acquire by accepting the terms and conditions on Visma's website or signing the Agreement separately, as well as other additional services provided in connection with or as part of Netvisor.

Service Section means a separate part of the Service, such as accounting, accounts payable, accounts receivable, or calculation of salaries.

Service Charges are monthly service and user fees invoiced in accordance with the Agreement, as well as transaction charges based on use. The pricing of the Service is based on services adopted and transactions used, in accordance with the valid Price List, as applicable.

Administrator means a natural person designated by the Client (i) who is provided with administrator rights for the Service that include the rights to establish new usernames, add or remove Service Sections and sign agreements within the Service, and (ii) who acts as the Client's representative.

The Agreement always includes at least these general terms and conditions with their appendices and the Price List, as well as any other agreement documents or any other terms and conditions indicated by Visma in connection with the online order.

External Service Provider means a third party that provides his own services to the Customer in connection with or under the Service, on the basis of an agreement entered into directly with the Customer.

3 Visma's rights and responsibilities

Visma is responsible for ensuring that the Service is provided in accordance with the Agreement, carefully, and with the professional expertise required by the provision of the Service. Visma has the right to provide the Service as it sees fit, and to develop and change the content of the Service.

Visma has the right to use subcontractors in the production of the Service, for the operations of which Visma is responsible as if they were its own. Companies belonging to the Visma Group are not considered subcontractors. Other companies belonging to the Visma Group may also act as a distributor of the Service, which sells the Service to the Client.

The Services are provided as is. Visma is constantly developing its service offering, and makes changes to the Services from time to time. The right to use the Services is not conditional or tied to a particular version or functionality of the Services at a particular time, but it allows access to the Services and the right to use the Services in the form in which they are provided at any given time. The services are delivered essentially as described in the service description (Appendix 1). The Client acknowledges that the Services and its delivery are not entirely error-free and that improving and developing the Services is an ongoing process.

Visma has the right to temporarily suspend the provision of the Service, for a reasonable time, if this is necessary for implementing changes to the Service, and such measures cannot be implemented, at reasonable costs, without suspending the provision of the Service. Visma shall inform the Client, well in advance, of any suspension of the Service referred to in this section, and of the duration of such a suspension.

Visma has the right to change the content of the Service without reporting this, in advance, if this is necessary due to, for example, amendments to legislation or for data security-related or other similar reasons. In such case, the aim is to report the amendments made, afterwards, as quickly as possible. The duty to report shall not apply to other changes such as technical changes and software updates.

Visma is not obliged to reimburse the Client for any possible damage incurred for a temporary suspension of the Service or for changes concerning the content of the Service, or to reduce or eliminate any Service Charges.

Without hearing the Client, Visma has the right to prevent access to the Service with the Client's username if there is good reason for Visma to suspect that the Service is being overloaded or used, with the username, against the terms of the Agreement, or in a manner which risks the provision of the Service.

Visma shall report any closure of an individual Service Section in electronic channels used by the company, no later than three (3) months before the Service Section is closed down.

Visma is not responsible, to any extent, for the identification service or any other services, related to the Service or provided together with the Service, provided to the Client by an External Service Provider.

If Visma suspects that the Client is acting in any way in violation of the Agreement (for example, issues related to access rights), the Client is obliged, upon request, to provide Visma with all necessary information to demonstrate compliance with the Agreement. If, in Visma's opinion, the information provided is not sufficient, Visma has the right to carry out an inspection at the Client's premises to the necessary extent separately agreed no later than within fourteen (14) days after Visma has requested the inspection. Visma may carry out the inspection itself or have it inspected by a third party who may not be a direct competitor of the Client.

4 Client's rights and responsibilities

The Client has the right to use the Service in accordance with Agreement, the law, and good practice. In return for the Service Charges paid by the Client, the Client receives a limited, non-exclusive, non-transferable and revocable right to use the Services for the agreed contract period, in accordance with the terms of the Agreement.

The Client is responsible for ensuring that the Client's tasks and responsibilities are conducted carefully, and according to the Agreement. The Service may only be used for the Client's internal business operations.

The Client is responsible for ensuring that the Client and any User using the Service has, before starting to use the Service, accepted the terms of use of the Service in use at the time and complies with them while using the Service. The Client is responsible for the rights, obligations, and limitations related to the use and maintenance of usernames and passwords created by means of user management tools. The Client must prevent unauthorised access to the Service and its unauthorised use. The Client is responsible for all transactions and actions in the Client's user accounts.

The Client is responsible for the use of the Service in accordance with the applicable terms of use for all Users established for the Service, including users created for integration purposes or similar use, as well as robotic users. The Client agrees to abide by the terms of this Agreement and the instructions provided by Visma and to ensure that Users are also aware of the terms of use of the Service.

The Client is obliged to add an Administrator to the Service whose rights are defined in section 2.

The Client must provide Visma with correct and sufficient details for the provision and invoicing of the Service (address, factors affecting pricing and other such factors) and immediately inform Visma of any changes to this information. The Client is responsible for the information and instructions it has provided to Visma. Visma has the right to change details affecting invoicing on the basis of information provided to the authorities.

The client-specific revenue categories are reviewed annually after the approval of the financial statements and changes in charges are made as soon as Visma has received information about the new confirmed Client's revenue. The Client is responsible for the correctness of the information, so if details provided by the

Client which affect pricing are deemed to be incorrect, Visma has the right to retroactively charge the Client for the Service Charges, based on the correct information. Visma is under no obligation to refund any Service Charges charged on the basis of insufficient or outdated details submitted by the Client. The Client is responsible for paying the Service Charges, even if the Service has been used on behalf of the Client by someone other than the Client themselves.

The Client is responsible for the content, accuracy and legality of the Customer's data and the fact that the material does not violate the rights of third parties.

The Client is responsible for the data security of its own information system and communications network. The Client is responsible for the acquisition and operating condition of the devices, connections, and software needed for using the Service, and for ensuring that these do not cause any detriment, disturbance or damage to Visma or the other users of the Service. The Client is responsible for the data communications and other similar costs connected to the use of the Service. The Client is responsible for ensuring that its devices, connections, and software meet the system requirements of the Service provided by Visma. More detailed information on the connections required for using the Service: <http://netvisor.fi/netvisor-ja-selain>

The User is responsible for the equipment they use, their functionality and safety. The Client is always responsible for ensuring that Users have up-to-date antivirus software on their computer and that the software they are using is up to date.

More detailed information on the data security of the service can be found in the data security policy <https://netvisor.fi/tietoturva>

The API allows different services and programs to exchange data with each other. The Supplier may, if it wishes, modify the API by notifying the Client separately in accordance with Visma's current policy or in a way separately agreed with the Client. The Supplier may also temporarily or permanently block access to the API if the Client violates the terms of the Agreement or causes harm to the Service or API by using the API. The Supplier is not liable to the Client or its partner for any damages resulting from the use of the API. The Supplier shall not be liable for any inaccuracies or omissions in the data contained in the services provided through the API, or for any interruptions in the service or any direct or indirect damages resulting therefrom.

The Client is responsible for disclosing data created through the API to its partners and enters into the necessary agreements with them. The Client is responsible for all its own and partners' activities, e.g. the acquisition and operation of their own hardware, software, and connections, and follows the instructions and rules of the API description. The Client shall immediately notify the Supplier of any disturbances or errors in the API interface that it detects.

Through the Netvisor Store and Market Place included in the Service, the Client has access to services provided by an External Service Provider that can be integrated into the Service. The Client can also implement the integrated service themselves or obtain it from their own subcontractor. All of these Services provided by an External Service Provider are subject to the respective terms and privacy policies of those

parties, and the Client agrees that Visma is not responsible for the use of such services.

If the Client decides to use a service provided by an External Service Provider and connects it to the Visma Service, the Client understands and agrees that Visma does not provide any warranty for these services and is not liable for any damages resulting from their implementation or use. Visma is not responsible for the provision of technical support or data transfer practices related to these services. The Client understands that it is responsible for the content that the integrated solution has created, updated, or removed from the Service. If the content gets corrupted, the party responsible for the problem must immediately take corrective action, such as fixing the errors and rectifying the data, as well as informing the Client about the situation.

The Client shall grant Visma the right to provide External Service Providers participating in the provision of the Service with a summary of the the transactions and measures on the Client's user accounts.

5 Price for the Service, and invoicing

Visma has the right to change the pricing, pricing model and payment grounds of the Service. The price for the Service shall be in line with the valid Price List, as applicable, unless otherwise agreed upon, in writing, between the parties. The valid Price List of the Services can be found at <https://netvisor.fi/netvisor-pricelist.pdf> . Visma has the right, at its discretion, to require a reasonable advance payment or collateral from the Client. Visma does not pay interest on the advance payment or security deposit.

The Service Charges shall include valid public fees imposed by the authorities, as applicable, except for value-added tax (VAT). VAT is added to the Service Charges in accordance with the provisions valid at the time. If the amounts or imposition grounds of public fees imposed by the authorities change because of an amendment to a provision or taxation practice, the Service Charges shall change accordingly.

The price for the Service shall not include travel expenses arising from the provision, implementation or similar of the Service, nor other costs and expenses caused by travel, such as accommodation expenses or compensation for the use of a vehicle or daily allowances; instead, the Client shall specifically reimburse Visma for these. The maximum amounts of these compensations shall be based on a valid decision by the Tax Administration, as applicable, on the compensation of tax-free travel costs. Invoicing for travel time shall be agreed on a case-specific basis.

Visma has the right to adjust the Price List and the Pricing Model by reporting this no later than two (2) months before the change takes effect. Any price increase shall be reported to the Client by publishing the amended Price List <https://netvisor.fi/netvisor-pricelist.pdf> . The change shall have no effect on the Service Charges of invoicing periods prior to its entry into force. Any cost increases arising from laws, decrees, or measures taken by the authorities shall increase the prices immediately, from the date when such regulations take effect.

If the Service includes services or access rights provided by a Third Party Service Provider that is a subcontractor or partner of Visma, and that third party changes its pricing, Visma may always change the price of the Service accordingly by notifying the Client at least one (1) month before the change takes effect.

If Visma increases the Service Charges or changes the pricing model, the Client has the right to terminate the Agreement on the effective date of the change by notification in writing at least fourteen (14) days before the effective date of the change. If the Client does not terminate the agreement, the changes will take effect on the date specified by Visma.

The Service shall be invoiced by a company in the Visma Group that acts as the distributor of the Service. The invoicing period is one calendar month. All invoices shall be sent as e-invoices and delivered to the Client to the invoicing address reported by the Client. Visma has the right to collect a surcharge according to the Price List for any invoices delivered in paper format.

The Service Charges shall be remitted based on an invoice. The term of payment is 14 days net, and any remarks on the invoice must be presented within eight days of the invoice date.

The Service may be closed if the Customer's Service Charges for two different periods are unpaid. The closed Service opens when the outstanding amounts with default interest and the fee for reopening the Service in accordance with the Price List have been registered.

Penalty interest is set according to the Interest Act in force at the time. Upon the remittance of any overdue payments, the Client is also obliged to pay reminder and collection fees for the receivables, according to the Price List. In the event of a dispute concerning an invoice, the undisputed portion of the invoice must be paid by the due date.

6 Intellectual property rights and their infringements

Title, copyright, and all other intangible rights to the Services as well as their results, the products, changes, versions, enhancements and redistributions are the sole property of Visma and/or third parties, including, but not limited to, source and other codes, instructions for use, documents, training material, and all other materials related to the Services.

Visma owns the rights to Visma's data, such as data provided or made available to Client for the use of the Service, statistical information, service analyses and other anonymous information that Visma creates or compiles, based on how the Services are used. The Client owns the rights to the Client's material.

Visma is responsible for ensuring that the Service provided by Visma does not violate any valid intellectual property rights of third parties. Visma is not liable to the Client for any violations of the intellectual property rights of third parties arising from the Service being used for a purpose for which it was not designed or accepted, or for the Service being used in violation of the Agreement or valid legislation.

General Terms of Agreement for the Service for version 2.0
Businesses,

1 January
2021

Nor will Visma be responsible for any claim that

- i) is based on a demand made by a company that has control over the Client or over which the Client has control, or which is, together with the Client, under the control of the same exercising party,
- ii) is due to a change made by the Client to the Services; or
- iii) arises from the use of the Services, together with a product or Service that has not been provided by Visma.

The Client is obliged to inform Visma, without delay, if a third party claims that the Service violates its intellectual property rights.

If Visma finds that the Service or any part thereof infringes upon the aforementioned third-party right, Visma has the right, at its own expense, to:

- i) acquire for the Client the right to continue using the Service;
- ii) exchange the Service or a part thereof; or
- iii) change the Service, such that the infringement ceases.

If none of the alternatives listed above is viable for Visma on reasonable terms, the Client must stop using the Service or part thereof at Visma's request.

Visma defends the Client in any third-party demands and claims in which a third party claims that the Client's use of the Service in accordance with the terms of use of the Contract violates a third party's copyright or other intellectual property rights. The Client must notify Visma immediately of such claims. Visma will indemnify the Client for damages, including attorneys' fees, to a third party based on a violation of rights under an agreement or court order approved by a court, provided that the Client co-operates with Visma at Visma's expense and grants Visma the exclusive right to use defendant's power in legal proceedings or arbitration. Visma may, in its sole discretion, (i) modify the Service so that the infringement ceases, (ii) exchange the Service for functionally equivalent Services, or (iii) acquire the right for the Client to continue using the Service. In addition to the aforementioned, the Client cannot present any other claims due to infringement of third party rights.

There is no defence obligation described above if the Service has been used in violation of the Agreement or if the claim is based on the use, modification, integration or customisation of the Service by a party other than Visma.

The Client will defend Visma against such demands and claims in which a third party claims that the Client's data or Service use in violation of the Service Agreement is in conflict with a third-party copyright or other intellectual property rights or violates or is contrary to applicable law. Visma will immediately notify the Client of any such claims. The Client will indemnify Visma for damages, including attorneys' fees, under a contract or court order approved by a court, provided that Visma cooperates with the Client at the Client's expense

and grants the Client exclusive rights to use the defendant's power in legal proceedings or arbitration. In addition, the Client shall defend Visma against all claims, fines, sanctions and other allegations that result from the Client's breach of the Client's obligations regarding the processing of personal data.

7 Data protection and data processing

For the Client and every User, Visma shall register the details they report upon registration, the placement of an order, or use of the Service. Visma shall also collect information on the use of the Service and contacts between Visma and the Client. Some of these items of information comprise personal data.

For example, the Client's data may be processed in conjunction with the provision of the Service to (i) detect and prevent security threats, (ii) provide support, and (iii) perform error correction.

Personal data will be processed in accordance with the attached data processing agreement. All data stored in the Service shall also be processed in accordance with Visma's data security and privacy policy. The policies are available at www.netvisor.fi and on the Service.

Visma uses and utilises the data collected or created from the use of the Service to improve the Service and to develop other products. The User Data may be information compiled from the Client's data or other information related to the use of the Service from which the Client cannot be identified ("User Data"). If personal data is associated with the User Data and anonymisation is not possible due to technical or practical reasons, Visma will be the data controller for such personal data, taking care, among other things, to create adequate technical and organisational security measures.

For example, usage data will be processed for the following purposes: (i) improving the user experience to enable, among other things, user-specific choices, (ii) utilising anonymously aggregated indicators from financial data, (iii) training artificial intelligence, (iv) statistics and research such as industry specific summary reports and analysis and (v) accounting automation. In addition, usage data can be used to develop new technologies and products. Visma may share User Data with other companies in the Visma Group and partners within the limits set forth in the Terms of Service.

8 Confidentiality

The Parties agree to keep confidential and not to disclose the other party's confidential information to third parties without the written consent of the other party, unless specifically otherwise agreed in these terms, or mandatory laws or official regulations so require. The Parties must ensure that all of their employees and representatives abide by the confidentiality obligation. Confidential information means Visma's or companies belonging to the same group with Visma's business or trade secrets such as service descriptions, service implementation, technical descriptions of the service, plans, pricing information, party's financial status, suppliers, or other business partners.

Confidential information does not include: (a) information which the recipient can prove to have been in the possession or knowledge of the recipient before the conclusion of the Agreement and which was lawfully obtained by the recipient; (b) information which is or becomes public regardless of the recipient (c) information obtained by the recipient from a third party without an express or implied obligation of confidentiality; or (d) information which the recipient independently develops without the breach of this Agreement.

Visma may disclose confidential information to other companies, partners or subcontractors of the Visma Group to the extent necessary to provide the Service and fulfil the obligations of the Agreement, unless otherwise agreed or otherwise described in these terms and conditions.

9 Compensation for damage, and limitation of liability

The maximum amount of the total liability based on the Visma Agreement in all circumstances shall not exceed the tax-free Service Charges of the three (3) months preceding the breach, provided that there is no intent or gross negligence on the part of Visma.

This limitation of liability shall not depend on the amount of direct damage caused to the Client or its reason, including but not limited to damage caused by erroneous or incomplete payments or account transfers implemented in the Service.

Neither Party shall be liable for indirect or consequential damages, such as loss of profit, revenue or business, loss, alteration, destruction, damage or re-creation costs of data, loss of goodwill, or damage that cannot be reasonably foreseen.

Visma is not liable for any direct or indirect damage caused to the Client based on the use of the identification service provided to the Client by an External Service Provider, or the use of the other services related to the Service.

10 Validity and termination of the Agreement

Unless otherwise agreed upon in writing, the Agreement shall enter into effect when the Client has ordered the Service, and the Service has been opened. The Agreement shall remain in force until further notice. Unless otherwise agreed upon in writing, each Party has the right to terminate the Agreement in writing with a three-month (3) period of notice. The period of notice is calculated from the last day of the calendar month during which the termination was performed. The Service is invoiced until the end of the period of notice.

The Services that are active for the Client will be charged for the notice period. Visma has the right to invoice the Client after the notice period, if the Service has to be kept open for reasons attributable to the Client, such as when the Client has not terminated the payment service agreement entered into with the bank.

Visma has the right to terminate the Agreement with immediate effect, without a period of notice, if the Client has Service Charges outstanding for three calendar months after the due date of the most recent invoice. The Client has the right to obtain the material in the Service by paying for the overdue receivables, an opening fee for the Service, according to the Price List, and a fee for a copy of the material.

Visma may close the Service or terminate the Agreement immediately without notice if the Customer becomes insolvent or files for bankruptcy, liquidation or corporate reorganisation, or otherwise terminates its business.

Visma has the right to cancel the Agreement with immediate effect or, depending on the situation, at its discretion to suspend the Service if the Service is used substantively in violation of the Agreement or the terms of use of the Service, for unlawful activity, or in a way that may cause damage to the Service, Visma, Visma's contract partner, the Client, a third party, or an outsider.

Upon termination of the Agreement and after receiving the Client's written request, Visma will return the Client's data to the Client. The data shall be restored in commonly used electronic format on physical media or by any other conventional means. Visma has the right to charge for the collection and return of the Client's data in accordance with the valid Price List. The request for return of data must be submitted within 30 days of the termination of the Agreement, after which the Client's data may be permanently deleted. Visma will remove the Client's Data from its systems within a reasonable time after the termination of the Agreement, unless mandatory legislation requires the retention of data or Visma has a legal basis for processing certain

data. For the sake of clarity, it is stated that the Customer's accounting material is material that is returned and destroyed from the Service as described above.

11 Force majeure

Should it be impossible or unreasonably difficult for Visma to fulfil its obligations due to an unanticipated circumstance that is beyond Visma's control, Visma is entitled to extend the delivery time without any liability for damages, contractual penalty, elimination or reduction of the fees, or any other consequence. If the provision of the Service is, to a considerable extent, impossible or unreasonably difficult for more than one (1) month, Visma has the right to cancel the Agreement with immediate effect, without any liability to pay damages or return service charges to the Client.

Force majeure includes, unless otherwise shown, for example, a war or rebellion, earthquake, flood or other catastrophe of similar scale, an interruption of public transportation, common data communications or distribution of electricity, import or export prohibition, strike, lock-out, boycott or other industrial action of similar scale. A strike, lock-out, boycott or other industrial action of a similar scale is considered, unless otherwise shown, as force majeure, also when the Party to the Agreement is the target of the action in question or involved in it. The list is not exhaustive.

Force majeure encountered by Visma's subcontractor is also regarded as Visma's force majeure.

12 Use of references

Visma has the right to use the name and logo of the Client's company as a reference.

13 Notifications

General notifications and information are published in the Service, on the login page, or on the www.netvisor.fi site, and these are deemed to have been served after such a notification has been submitted. General notifications include, for example, information on new functionalities and scheduled maintenance. The Client agrees to the use of 'balls' in Netvisor's internal communications.

Any notifications on the amendment of the terms of agreement shall be submitted in accordance with Section 18 (Amendments to the Agreement).

Visma has the right to send the User bulletins concerning the Service, including ones on new features of the Service. Visma has the right to direct marketing campaigns to the End Client.

The Client may send Visma notices through the Service (Create new / Contact request), or by post to Visma Solutions Oy, Villimiehenkatu 10, 53100 Lappeenranta.

14 Claims

All claims towards Visma, based on the Agreement, must be submitted, in writing, no later than after three (3) months have passed since the grounds for the claim were established.

15 Assignment of the Agreement

The parties may not assign the Agreement nor their rights or obligations based on it. However, Visma has the right to freely assign the Agreement within the same group, by reporting this to the Client in writing.

16 Other contracts

The Agreement contains everything that the parties have agreed upon in this matter, and it supersedes all previous oral and written offers, materials and contracts concerning the Service.

17 Interpretation of the Agreement

If the terms and conditions of the Agreement and its appendices are in conflict with each other, the following order of precedence shall be applied:

- a. Contract document or equivalent order form;
- b. General Terms of Agreement for the Service for Businesses with appendices
- c. Terms of Use for the Netvisor Service

18 Amendments to the Agreement

Visma has the right to amend these terms of agreement unilaterally. An amendment to the Service and its service description or changes to the terms of access rights granted by third parties shall not be deemed an amendment to the agreement.

Visma shall report any amendments to the terms of the Agreement by publishing the amended terms on the www.netvisor.fi site, in the Service, or on the Service's login page, if the change is made due to an amendment to a law or official decision or at Visma's initiative, provided that the change does not materially increase the User's obligations or reduce his rights under the Agreement. An amendment shall enter into effect after it has been published on the www.netvisor.fi site and in the Service.

If the change is not made due to an amendment to a law or an official decision, and is made at Visma's initiative and materially increases the Client's obligations or reduces the Client's rights under the Agreement, Visma shall report the change to the Client, in advance, through the Service or by email. The amendment shall enter into effect on the date according to the notification, but no sooner than one (1) month after the message concerning the notification has been sent to the Client.

The Agreement shall remain in force, with the amended content, unless the Client reports their rejection of the amendment within one (1) month of the sending of the notification on the amendment. If the Client does not accept the amendment, the Parties have the right to terminate the Agreement by the effective date of the change. The Client shall be deemed to have accepted the amendment once they have been informed of the change and continues to use the Service after the amendment has taken effect.

19 Applicable law and disputes

Finnish law shall be applied for the Agreement, excluding its provisions on the choice of international law.

The Parties undertake to settle the dispute primarily by seeking an amicable settlement. The dispute arising from this Agreement shall be finally settled in arbitration proceedings in Finnish in accordance with the rules of the Arbitration Board of the Central Chamber of Commerce, in which case the arbitral tribunal shall consist of one (1) arbitrator appointed by the Arbitration Board of the Central Chamber of Commerce. The dispute may also be submitted to amicable settlement in a conciliation procedure in accordance with the conciliation procedure rules of the Finnish Bar Association, if the Parties agree to this in writing.

Enclosures

1. Service description
2. Privacy Appendix

These general terms of agreement and the terms of use for the Netvisor service are available at www.netvisor.fi, and in the Service, and they always indicate the last time they were amended.

Version Log:	1.0	1 January 2017
	1.1	1 May 2018 Privacy Appendix added
	2.0	1 January 2021 Terms and conditions of the agreement updated, service description added

Appendix 1 to Netvisor's Terms and Conditions:

Netvisor Service Description

1 Introduction

The Service Description describes the content of the Netvisor service on a general level.

2 Terms

The **Supplier** means Visma Solutions Oy.

The **Orderer** means the organisation that has entered into a service agreement with Visma Solutions Oy.

The **User** means the person using the Service.

SaaS service means that the software is used as an application service via the servers maintained by the Supplier.

3 General description of the service

Netvisor is a national browser-based system intended for companies operating in Finland which the Orderer acquires as a SaaS application service. In the SaaS service, the software is used via the servers designated by the Supplier, and the Orderer always has the most recent software version in use. The critical parts of the service have been duplicated (telecommunications, servers).

The Netvisor service is provided to the orderer to the extent agreed upon in the agreement between the Supplier and the Orderer. Additional service available at any given time can be added to the service agreement.

The Supplier maintains the service's technical environment, manages version updates, makes backup copies, monitors the service's usability, and ensures the security of the technical environment. New versions will be announced on the services pages.

The Service is available 24 hours every day of the week (24/7). The Supplier aims to perform maintenance and other measures that cause service interruptions in the evenings, at night and at weekends. Backup, virus protection, maintenance, and upgrade procedures have no significant effect on the availability of the Service.

CORE PRODUCT SERVICES

- Accounting and reporting
- Accounts receivable and payable
- Product and warehouse management
- HR management and payroll computation
- Data transfers to banks and regulatory reporting
- Sending and receiving e-invoices
- Invoice scanning and printing services

You login to the service with the service keys of supported banks, a mobile certificate, or a Netvisor ID (hereinafter personal identifiers). Payment accounts can also be located in banks other than those that support login. Data transfers from the authority service take place in accordance with the instructions of Suomi.fi authorisations.

Netvisor's services are delivered in five separate packages: Basic, Core, Professional, Premium and Salary. The contents of the packages are maintained in the Netvisor price list. Clients can also use services on a modular basis in accordance with the old pricing.

4 Service-specific description of the service

4.1 Bookkeeping

Accounting has tools for managing entries, account statements, VAT calculations, accruals, reconciliations, and lockings. The service section includes financial reporting tools, the financial period archive, and the electronic regulatory notification tool. The storage and archiving of data in the electronic archive is handled in accordance with the general guidelines of the Accounting Board of the Ministry of Economic Affairs and Employment in Finland.

Accounting is included in all Netvisor packages except the payroll package.

4.2 Financial management and reporting

Financial management and reporting consists of the Financial Overview service, the budgeting service, and the key figures and reporting service, which also includes chain and group reporting, which is activated separately.

The Financial Overview service includes reporting, forecasting and budgeting features. The Financial Overview is included in the professional and premium packages.

The budgeting service includes a budgeting section.

The key ratios and reporting consist of the income statement, balance sheet and key ratio combinations, which provide a monthly outlook for earnings and capital structure and growth, profitability and financing key ratios, as well as cash flow realisations and forecasts. The reporting tool includes properties for user-generated key ratios and views.

Chain and group reporting can be used to calculate and make eliminations for group reporting. Chain reporting allows legal companies belonging to a chain to be reported in parallel in the income statement format.

The Netvisor Store service includes reporting services selected by the Supplier.

4.3 Sales

The sales section consists of the company's customer and product management, creating sales invoices and receivables management. The function includes tools for reporting and tracking sales invoices and receivables. Netvisor seeks to automate receivables management through its own and Netvisor Store's selected services. Sales functionality includes the forwarding of invoices as e-invoices, via the printing service and as email invoices through the channels selected by the Supplier. Netvisor also supports external receivables management, collection and financing services with partners selected by the Supplier.

The sales section is included in all Netvisor packages. In the Basic package, the invoicing basis for sales invoices is transaction-based.

Order processing and inventory management features as well as extended product management are available as additional services for sales.

4.4 Purchase

The purchase section consists of managing the company's supplier register, receiving purchase invoices, and the purchase invoice approval and payment process. Purchase invoices are received by the Netvisor service as e-invoices or as scanned. Netvisor seeks to automate purchase invoice management through its own and Netvisor Store's selected services. Purchasing functionality includes receiving invoices as e-invoices as well as through the scanning service and paying purchase invoices through the channels selected by the Supplier.

The purchase section is included in all Netvisor packages. In the Basic package, the invoicing basis for purchase invoices is transaction-based.

A purchase order function is available as an additional service for the purchase functionality.

4.5 HR management and payroll computation

Netvisor's human resources and payroll computation services include services for recording working time, travel invoice management and payroll computation. The service includes payment transactions, delivery of payroll messages as online payroll and through the printing service through channels selected by the Supplier. The service includes incomes register reporting.

Human resources and payroll computation can be selected for all Netvisor packages. You can also choose to use HR management with the separate Salary Package.

4.6 Netvisor Store

The Netvisor Store includes a collection of third-party services selected by Visma Solutions for use in business automation. These are purchased and implemented from the Netvisor Store, and the customer always enters into a separate agreement with the service provider.

4.7 Enterprise resource management

Enterprise resource management consists of customer and sales management and task and project management. Enterprise resource management can no longer be enabled.

4.8 Data Transfers

Data transfers cover searches and retrieval of payment transaction data to banks on the basis of account

numbers provided by the client. Official declarations concerning the income register, VAT and income tax declarations are also included in the data transfers.

Data transfer from clients' systems has been implemented with the data transfer interfaces described by the Supplier. A tool for transfer control can be found inside the Netvisor service. This can be used to monitor transfers, their success and the data being transferred.

A partnership agreement is always required between the Supplier and the integration partner. The Supplier approves and has the right to choose the partner to be integrated into Netvisor at all times.

4.9 Receiving and sending invoices

Both sending and receiving of purchase and sales invoices take place electronically through a service provider selected by the Supplier.

Sending e-invoices and forwarding to the printing service is done in XML format as follows:

- Finvoice format through Maventa
- Printing service Finvoice format through Strålfors
- E-invoices and scanned invoices are received in XML format as follows:
 - Finvoice format through banks and Maventa
 - Scanning - Scanning and transferring incoming purchase invoices to the system in XML and PDF format (in case invoices are not received in electronic format). The scan is performed by a subcontractor selected by Visma Solutions (Maventa)

5 Netvisor's mobile services

Netvisor's mobile services consist of four separately downloadable applications from Google Play or the Apple Store - Netvisor mobile, Visma Manager, Netvisor ID and Visma Scanner.

- Netvisor mobile includes the most useful functions for the user to facilitate daily routines. The service is constantly being developed for new functionalities.
- With Visma Manager, you can manage Netvisor's purchase invoice process for invoice verification, approval and payment.
- The Netvisor ID is used to log in to the Netvisor application and Visma Manager via mobile.
- With Visma Scanner, you can digitise expense receipts and transfer receipt information to either Netvisor's accounting or travel expense reports.

Netvisor's mobile services are free of charge, with the exception of Visma Scanner. Visma Scanner is free of charge for employees using Netvisor travel expense reports. For others, the basis of charging for Visma Scanner is the eScan fee according to the price list.

6 Management of user IDs

The Orderer shall be responsible for the application-level user management and administrator functions of the data system, such as adding or removing users, maintenance of access rights, and changes in user data. Logging into the services is based on personal identifiers.

The identification of a natural user when logging into the service must be done either with a strong identification provided by banks, a Mobile Certificate or a Netvisor ID. Strong identification should always be used to identify the user if the user has payment rights or rights to official declarations, such as the Incomes Register. The right to pay can only be granted to a natural person who has access to the bank account of the company in question. The User Administrator is responsible for ensuring that Netvisor's payment rights are in line with the payment agreement with the company's bank.

The identification of a non-natural user should be done with interface keys or Netvisor ID. When using non-natural users, a natural person must be appointed for each of these, who is responsible for all operations performed by the non-natural person in the service.

7 Implementation

During implementation, the user IDs and the access rights to be attached to them are defined for the Subscriber. In addition, it is possible to agree on implementation training and services. The Contracting Parties agree together upon the implementation phase and the tasks to be performed during the phase.

- The Orderer places an order on the Netvisor service with a personal identifier. The author of the order will become the Administrator. The Service identifies the Administrator based on its ID.
- The Orderer issues a mandate to the Supplier authorising it to retrieve and send bank data on behalf of the Orderer. The Orderer can only make an authorisation for their own transactions.
- The Orderer takes the mandate to their own bank. The Supplier does not need to be informed of the delivery of the mandate.
- Client data and the services used are defined in the system.

8 Maintenance and monitoring of the service

The Supplier shall be responsible for ensuring that the Service operates in accordance with valid legislation and official regulations.

The Supplier monitors and analyses the service level and quality regularly. The Supplier conducts customer-satisfaction surveys for the Orderers and the End-clients of the Netvisor service.

9 Data security

The Supplier provides services in a certified environment to which unauthorised access is prevented both electronically (firewalls) and physically (guarded and controlled data centres). All Netvisor communications (mobile, integrations, browser usage, etc.) are SSL encrypted.

The traffic between the Supplier's systems and the banks is protected, depending on what the Banking Association or the bank has defined for each data item. Connections to invoicing operators, authorities and other third parties are also secure. The systems are protected from external attacks and the system is also actively monitored.

Users of the Services are identified on the basis of personal identifiers. An individual user has exactly the rights assigned to each company and can only see the information for those companies. The designated holder of a personal identifier is responsible for the actions taken with their own identifiers, regardless of who has used the identifier.

10 Technical requirements

Technically, the implementation of the services requires the use of:

- Terminal with Internet connection
- Netvisor ID, Bank service keys or other personal certificate
- Browser software
- Adobe Reader software for printing invoices and reports

For the best user experience, Visma Solutions recommends that you always use the latest version of your current Internet browser. The internet browsers supported by the Netvisor service are listed on our support website <https://support.netvisor.fi/>

11 Documentation

The Supplier shall be responsible for providing the required product documentation and descriptions. The Orderer shall be responsible for the terms of reference within its organisation.

Appendix 2 to Netvisor's General Terms of Agreement for the Service for Businesses:

Data processing agreement

This Annex is an integral part of Netvisor's General Terms of Agreement for the Service for Businesses and governs the processing of personal data related to it, which is Section 7 of the Terms and Conditions (Data Protection and Data Processing).

Definitions

The definition of personal data, specific categories of personal data (e.g. sensitive personal data), processing of personal data, registered person (Data subject), data controller (Controller) and data handler (Processor) corresponds to the use and interpretation of terms in data protection law, including EU's General Data Protection Regulation (GDPR) from 25 May 2018.

The Client acts as the Controller with respect to the information stored in the Netvisor service. Visma Solutions Oy acts as a Processor and complies with the Visma Group's data protection guidelines, which are available at <https://www.visma.fi/yksityisytydensuoja/etusivu/>, and which apply to all Visma Group companies.

Content of the Annex to the Agreement

This Annex regulates the processing of personal data by the Processor on behalf of the Controller and defines how the Processor contributes to ensuring privacy by technical and organisational measures on behalf of the Controller and its Data subjects. It is not the intention of the Parties in this Annex to transfer any of the legal obligations of the Controller to the Processor.

The purpose of the processing of personal data by the Processor on behalf of the Controller is to comply with the service agreement and this Annex.

In the event of any conflict, this Annex shall prevail over any other service agreement or agreement between the parties. This Annex is valid for the duration of any service agreement between the parties involving the processing of personal data.

Duties of the Processor

The Processor processes personal data only on behalf of the Controller and in accordance with the documented instructions of the Controller. By accepting this Annex, the Controller instructs the Processor to process personal data as follows:

- (i) only in accordance with applicable law,
- (ii) to comply with any obligations under the service contract;
- (iii) in the manner specifically determined by the Controller in connection with the normal use of the Processor's services and
- (iv) as defined in this Annex.

The Processor shall notify the Controller when receiving information about any instructions or other processing measures of the Controller which, in the Processor's opinion, violate the applicable data protection regulations.

The categories of data subjects to be processed in accordance with this Annex and the types of personal data to be processed are listed in section A.

The Processor shall assist the Controller by appropriate technical and organisational measures, taking into account, where possible, the nature of the processing and the data available to the Controller, to fulfil the Controller's obligation to respond to requests by the Data subjects under Section 3 of the GDPR and to ensure privacy as required by Articles 32-36 of the GDPR.

If the Controller requests information or assistance on security measures, documentation or other information related to the Processor's processing of personal data, and the content of the requests deviates from the standard information or assistance provided by the Processor under the applicable data protection regulations and results in additional work for the Processor, the Processor may charge the Controller for additional services.

The Processor shall ensure that the persons entitled to process personal data are bound by an obligation of professional secrecy or are subject to an appropriate legal obligation of professional secrecy.

The Processor shall, without undue delay, notify the Controller of data breaches so that the Controller can fulfil its statutory obligation to report data security breaches to the Data Protection Authorities and the Data subjects.

In addition, the Processor shall notify the Controller of the following matters to the extent appropriate and lawful;

- (i) Requests by the Data subject for access to personal data,
- (ii) requests for access to personal data by public authorities, such as the police

The Processor will not respond directly to the Data subjects' requests unless the Controller has authorized the Processor to do so. The Processor shall not grant access to personal data processed under this Annex to authorities, such as the police, other than in accordance with the law, such as a court decision or other similar order.

The Processor does not manage and is not responsible for the way in which the Controller uses the API or similar to integrate a third-party software to the processor's service. The Controller is fully responsible for these integrations.

Responsibilities of the Controller

When approving this Annex, the Controller shall confirm the following:

- This Annex meets the requirements of the Data Protection Law of the Controller's country of establishment regarding the Controller's written agreement on the processing of personal data.
- The Controller processes personal data in accordance with the applicable data protection regulations when using the services provided by the Processor in accordance with the service agreement.
- The Controller has a statutory right to process and transfer the personal data in question to the Processor (including subcontractors used by the Processor).
- The Controller is solely responsible for the accuracy, integrity, content, reliability and legality of the personal data provided to the Processor.
- The Controller has complied with all mandatory notifications to authorities regarding the processing of personal data and with the obligations and requirements for obtaining authorisations.
- The Controller has fulfilled his obligation to provide relevant information related to the processing of the Data subjects' personal data in accordance with the mandatory data protection regulations applicable to the Data subjects.

- The Controller has accepted that the technical and organisational security measures required by the Processor in this Annex for the protection of the privacy of the Data subjects and their personal data are adequate.
- The Controller shall use the services provided by the Processor in accordance with the service agreement and shall not transmit sensitive personal data to the Processor except in the cases explicitly specified in Section A of this Annex.
- The Controller shall maintain an up-to-date register of the types and categories of personal data which it processes which differ from the types and categories of personal data referred to in Section A of this Annex.

Use of subcontractors and data transfer

The Processor has the right to transfer personal data for the purpose of carrying out the service within the European Union, the European Economic Area, or other countries identified by the European Commission as guaranteeing an adequate level of data protection. In order to implement the service, the Processor also has the right to transfer personal data outside the European Union or the European Economic Area, in accordance with the data protection legislation. At any time, the Client has the right to receive information on the location of the processing of personal data from the Processor <https://privacy.vismasolutions.com>. If personal data is processed outside the European Union or the European Economic Area, each Party shall contribute to ensuring compliance with data protection law with regard to the processing of personal data.

The Processor may use subcontractors to provide services to the Controller in accordance with the Service Agreement and this Annex. Such subcontractors may be other Visma Group companies or external subcontractors located inside or outside the EU. The Processor shall ensure that subcontractors undertake to comply with obligations equivalent to those set out in this Annex. The Visma Group's data protection guidelines apply to all use of subcontractors.

Section B of this Annex lists the current subcontractors of the Processor who have access to personal data. The Controller may also, at any time, request a full overview and more detailed information on the subcontractors involved in the service contract. This review may be submitted to the Controller via a website dedicated to the data protection of the Processor.

The Processor has the right to change subcontractors during the term of the service contract. The Processor shall notify the Controller in advance of any changes in the subcontractors processing personal data. The Controller shall have the right to object to such changes for a justified reason. The Controller shall notify the objection without undue delay after receiving information from the Processor. If the Controller does not accept the change or addition of a subcontractor, the Processor shall have the right to terminate the service agreement with 30 days' notice.

By accepting this Annex, the Controller agrees to the use of the Processor's subcontractors as described above.

Safety

The Processor is committed to providing high quality products and services with regards to safety. The Processor shall ensure appropriate security through organisational, technical and physical security measures equivalent to those under Article 32 of the GDPR, taking into account state-of-the-art technology and implementation costs in relation to the processing risks and the nature of the personal data to be protected.

The Parties shall, in the service agreement, separately agree on the measures or other data security procedures that the Processor shall implement with regard to the processing of personal data. The Controller shall be responsible for the appropriate and adequate security of the necessary equipment and the IT operating environment under his responsibility.

Inspection rights

The Controller may audit the Processor's compliance with this Annex no more than once a year. The Controller may request more frequent audits if required by the legislation applicable to the Controller. When requesting an audit, the Controller shall submit to the Processor a detailed audit plan indicating the planned scope, duration and start date of the audit, at least four (4) weeks before the planned start date of the audit. If the audit is carried out by a third party, this must be agreed between the two parties. If the processing of data takes place in an environment used by the Processor's other clients or other third parties, the Processor may require that, for security reasons, the audit is performed by a neutral third party chosen by the Processor.

If the content of the requested audit has been addressed in an ISAE, ISO or similar report prepared by a third auditor during the previous 12 months, and the Processor confirms that no material changes have occurred in the audited activities, the Controller undertakes to accept the results of the report and does not require a re-audit for the activities included in the report.

In any case, the audits shall be carried out during normal business hours in the Processor's location in accordance with the Processor's own practices and shall not unduly interfere with the Processor's business operations.

The Controller shall be responsible for all costs of the audits it requests. The Processor has the right to charge the Controller for assistance provided in compliance with the applicable data protection regulations that exceeds the service provided by the Processor and/or the Visma Group to the Controller in accordance with the Annex or Service agreement.

Duration and termination of the contract

This Annex is valid as long as the Processor processes personal data on behalf of the Controller in accordance with the service agreement.

This Annex terminates automatically upon termination of the service agreement. Upon expiration of this Annex, the Processor shall delete or return the personal data it has processed on behalf of the Controller in

accordance with the applicable terms of the service agreement. Unless otherwise agreed in writing, the cost of this shall be calculated based on;

- (i) the hourly rate of the Processor and the number of hours spent on this work and
- (ii) the complexity of the action required.

The Processor may retain personal data after the termination of the service contract to the extent required by law and subject to the corresponding technical and organisational security measures set out in this Annex.

Changes and additions

Amendments to the Annex shall follow the procedure set out in Netvisor's General Terms and Conditions, Section 19 Amendments to the Agreement.

If any terms of this Annex are held to be invalid, this will not affect the validity of the other terms of this Annex. The parties shall replace the invalid term with a legal term, the purpose of which corresponds to the invalid term.

Liability

The Parties have agreed as follows:

If the Data subject suffers damage as a result of a breach of the GDPR, each party shall be personally liable for the damage caused to the Data subject in accordance with Article 82 of the GDPR. Each party is also responsible for any administrative fines imposed on it by a supervisory authority under Article 83 of the GDPR.

In other respects, liability for breach of the General Terms and Conditions or any other claim related to the GDPR is defined in Section 8 of the Netvisor General Terms and Conditions Compensation for damage, and limitation of liability. The condition also applies to violations by the Processor's subcontractors.

A - Categories of Data subjects and types of personal data processed

1. *The categories of Data subjects to be processed in accordance with this Annex and types of personal data to be processed*
 - a. Groups of registered persons
 - i. client/partner end customers

- ii. client/partner employees
- iii. client/partner contacts
- iv. personal information in the customer data of the client/partner

- b. Types of personal data processed
 - i. contact information
 - ii. user log information and IP addresses
 - iii. Personal ID code
 - iv. bank account information
 - v. calculation of salaries information

2. Types of Sensitive Personal Information Processed Under This Agreement

Visma processes the sensitive personal data described below on behalf of the Client as part of the service agreement. The Client is obliged to notify Visma in writing in accordance with the applicable data protection laws, if the Client also requires Visma to process, in addition to the described, sensitive types of personal data.

Visma Processes the following information on behalf of the Client:	Yes	No
racial or ethnic origin or political, philosophical or religious beliefs,		x
the person has been suspected or accused or convicted of a criminal offense,		x
health information,	x	
sexual orientation,		x
trade union membership	x	
genetic or biometric data		x

B - Information on existing subcontractors

Visma's current subcontractors who participate in the provision of the Netvisor service and thus process the personal data stored by the Client on the Visma service after the approval of this Annex are listed below (situation 1 January 2021). In the future, an up-to-date list shall be found at <https://privacy.vismasolutions.com> :

Name	Location/country	Legal means of transfer if the subcontractor has access to personal data from a non-EU country	Role in producing the Netvisor service
Elisa Oyj	Finland	Not necessary within the EU	Server centre infrastructure and services
Amazon Web Services EMEA SARL (AWS Europe)	EU	Not necessary within the EU	Server centre infrastructure and services
Google Ireland Limited (Google Cloud Platform)	EU	Not necessary within the EU	Server centre infrastructure and services, email services
Aktia Pankki Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
AppDynamics	EU/USA	EU Standard Contractual Clauses	Service monitoring
Danske Bank Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
Datadog	EU	Not necessary within the EU	Service monitoring

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DB Pro Oy	Finland	Not necessary within the EU	Database optimisation
Handelsbanken Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
Itella Oyj	Finland	Not necessary within the EU	Printing service
Kollektor Oy	Finland	Not necessary within the EU	Invoice scanning service
Link Mobility Oy	Finland	Not necessary within the EU	SMS services
Verimatrix Inc (formerly Meontrust Oy)	Finland	Not necessary within the EU	Electronic Identification Service (Netvisor ID)
MMD Networks Oy	Finland	Not necessary within the EU	email services
Nooa Säästöpankki Oyj	Finland	Not necessary within the	Electronic Identification

		EU	Service (TUPAS)
Nordea Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
POP Pankki Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
Postnord Strålfors Oy	Finland	Not necessary within the EU	Printing services
Oma Säästöpankki Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
OP Yrityspankki Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
S-Pankki Oy	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
Signicat AS	Norway	Not required within the EU/EEA	Electronic Identification Service (Sweden, Norway, Estonia)
Säästöpankki Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
Ålandsbanken Oyj	Finland	Not necessary within the EU	Electronic Identification Service (TUPAS)
Freshdesk	EU	Not necessary within the EU	Customer service system