General Terms of Agreement for the Service for Businesses version 3.1 1 February 2025

1 General information

These general terms of Agreement are part of the agreement by which Visma Solutions Oy ("**Visma**" or "**Provider**") provides the Netvisor service and/or Fivaldi 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 price list that is in effect at any given time.

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

The Service is a financial management service provided by Visma using the SaaS service model, which the Client can access 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 the Service.

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.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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 complies with the Agreement. 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 service 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 related to the use of the Service.

The User is authorized and commits to using the Service solely for the financial management and operational control needs of the company or organization they represent, in accordance with the law, good practices, and the terms and conditions that are in effect at any given time. The Service may not be used in any manner that is unlawful, detrimental, offensive or harmful for the Service or its use, or to the Client, Visma, a third party or an outsider. The Service is intended exclusively for Users authorized by the Client and only for the use that is defined in this Agreement. The User must be of legal age and legally competent.

The access right is personal. For their part, the User shall be responsible for the safe storage of their username and password, and for ensuring that no personal identifiers are handed over for use by other parties. The User shall be responsible for the use of the Service conducted by using their identifiers. The User is obligated to immediately inform Visma if the username or password has been disclosed to a third party or of any suspected abuse of an identifier.

Without hearing the Client and/or the User, Visma has the right to prevent the Client and/or the User from accessing the Service, if there is good reason for Visma to suspect that the Service is being overloaded or used by the Client or the User against the terms of the Agreement, or in a manner which risks the provision of the Service to other clients or users. Visma must inform the User of the reasons for such prevention of access without undue delay.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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, such as 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. If the Client does not confirm their revenue category, Visma has the right to update the revenue class based on the Service's revenue information. 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

More detailed information on the data security of the Fivaldi service can be found on the Service's website.

The API allows different services and programs to exchange data with each other. The Provider 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 Provider 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 Provider is not liable

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

to the Client or its partner for any damages resulting from the use of the API. The Provider 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. Furthermore, the Provider is not liable for any inaccuracies or deficiencies in the information transferred from the Service through the API to an External Service Provider's service, a government service (e.g., income register), or any other service, along with any resulting direct or indirect damages caused to the Client thereof.

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 Provider of any disturbances or errors in the API interface that it detects.

Through the Netvisor Store and Market Place included in the Netvisor 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's 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 Netvisor Service can be found on the Service's website and/or in the Service and the Price List for the Fivaldi Service is provided separately. 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

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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 providing the price list to the Client or publishing the price list in the Service or on the Service's website or support channel. 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. The changes in pricing shall be reported to the Client by providing the price list to the Client or publishing the price list in the Service or on the Service's website or support channel.

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 Client'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

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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 intellectual property rights to the Services as well as their results, contents, the products, changes, updates, versions and enhancements are the sole property of Visma and/or third parties, including, but not limited to, source and other codes, instructions for use, documents, documentation, training material, and all other materials related to the Services, as well as the formatting, specifications and structures of the Service's data content, and any other similar materials.

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. Visma owns all intellectual property arising out of Visma's processing of Data. 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.

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.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

When using the Service, the Client, Users, and other third parties using the Service on behalf of the Client, will add Customer Data to the Service and generate Usage Data, collectively referred to as Data. Data may contain both Personal Data and non-Personal Data. Personal Data is processed in accordance with the data processing agreement attached.

Data consists of:

   a) *Technical information and traffic data (Usage Data)*, such as the type of operating system, browser type, device, browser language and IP address;
   b) *Client- or user- generated data (Usage Data)*, such as page views, clicks, inactivity, session durations, number of sent invoices, expenses filed, accounting years created, password resets, context and content of support tickets, chat boxes, security logs and similar; and
   c) *Production data (Client Data)*, such as images, files, invoices or any data included in the Service by the Client as part of using the Service.

The Client hereby grants Visma and its affiliates a non-exclusive and transferable right to access and use the Data for the following purposes:

a) *Service and user experience improvement,* typically by aggregating and analysing usage patterns and indicated needs brought by the Users and Clients, enabling individual or customised user experiences by, for instance, offering to enable relevant additional modules or services tied to the Service based on user patterns, suggest more efficient ways of making use of the Service by analysing the usage of the Service, or otherwise enhance the Service and features thereto. Visma may also use the Data for the development of new services and technologies, such as training artificial intelligence.

b) *Marketing and displaying relevant information,* for example for complimentary or value-adding Service or new features, seek to avoid providing marketing for Service the Client has already subscribed to and providing relevant market updates or information within the Service to educate Clients and Users.

c) *Security and related purposes,* for example by analysing session and login data, incident records and similar in order to prevent, investigate and document security issues and incidents and improve the security of the Service.

d) *Statistics and research,* typically by analysing the amount and trend of invoices, payments or expenses etc. going through our systems, including the Service, using such aggregated and anonymous statistics in general marketing and reporting, and as part of developing value-adding Service such as additional modules, features or services tied to the Service.

e) *Compliance.* Visma may use Data for compliance purposes, for example by logging when a Client accepts the terms of service, fulfilling KYC or credit check purposes according to legislation or as part of operating the Visma security program.

f) *Contractual obligations.* Visma may use the Data for the purpose of fulfilling its contractual obligations towards the Client.

Visma may also use relevant information from public or commercially available sources and registers, and combine such information with Data as outlined above.

To the extent the Data contains Personal Data, Visma undertakes to process such Personal Data in accordance with the data processing terms attached, if Visma is the Processor with respect to the relevant Personal Data. To the extent Personal Data is part of such Data processing, it shall primarily be anonymized, because identifying named individual users is seldom of any relevance for these purposes. If anonymization is not possible, due to technical or practical reasons, Visma shall take alternative compensating measures to enhance protection, taking into account the requirements brought by the data processing terms attached.

Visma may share Data with its affiliates, vendors and partners in order to deliver the Service and fulfill the purposes outlined in this section 7, including offering additional modules, services and add-ons, service improvements and comply with the rights and obligations according to the terms and conditions. The Data may be shared with third parties as a part of a commercial cooperation tied to the Service, typically to develop and offer additional modules or add-ons to the Service.

Visma is entitled to compile, collect, copy, modify, publish, assign, combine with other data, and otherwise use anonymous and aggregate data generated from or based on Data both during and after the termination of the agreement between the Client.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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 fulfill the obligations of the Agreement, unless otherwise agreed or otherwise described in these terms and conditions.

9 Compensation for damage, and limitation of liability

Visma's maximum amount of the total liability based on the 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

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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.

Additionally, Visma shall always have the right to terminate the Agreement with immediate effect if (i) the Client or its management has been sentenced or suspected to violate the local laws or (ii) the Client or its management is or becomes subject to, or operates in a country that is or becomes subject to, the sanctions imposed by the EU or United Nations from time to time.

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 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

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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, Service's website, or support channel 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.

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

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.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

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 Service's website, in the Service, support channel or on the Service's login page, or by informing the Client via email. An amendment shall enter into effect after it has been published, but no sooner than one (1) month after the message concerning the notification has been sent.

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 Helsinki 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.

Appendices:

  1.   Service descriptions
  2.   Data Processing Appendix

These general terms of agreement for the Service are available at website and/or in the Service, and they always indicate the last time they were amended.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

                  2.1   1 April 2022, service description updated

                  3.0   1 March 2024 General terms and conditions applicable to Fivaldi
                  3.1   1 February 2025 General terms and conditions updated

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Appendix 1 Service Description

Netvisor Service Description

1 Introduction

The Service Description describes the content of the Netvisor service in general.

2 Terms

The **Provider** refers to Visma Solutions Oy.

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

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

SaaS service refers to the software-as-a-service model, whereby software is used as an application service via the servers maintained by the Provider.

3 General description of the service

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

The Netvisor service is provided to the Client to the extent agreed upon in the Agreement between the Provider and the Client. Additional services available at any given time can be added to the Agreement.

The Provider 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 24/7. The Provider 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

Users log in to the Service with their personal credentials.

Netvisor is divided into the following sections:

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

- Accounting and reporting
- Accounts receivable and payable
- Oma Netvisor
- Product and warehouse management
- Payroll, working hours and travel
- Data transfers to banks and regulatory reporting
- Sending and receiving e-invoices
- Invoice scanning and printing services

Payment transaction accounts can also be opened 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 packaged in: Light, Basic, Core, Professional, Premium and Netvisor Payroll. The contents of each package are maintained in the Netvisor price list valid at a time.

4 Service-specific description of the Service

4.1 Bookkeeping

Accounting has tools for managing entries, account statements, VAT calculations, accruals, reconciliation and locking. 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 of Finland.

Accounting is included in all Netvisor packages except the Netvisor Payroll -package.

4.2 Financial management and reporting

Financial management and reporting consist of budgeting and forecasting services, key figures, metrics, and a reporting service, which also includes chain and group processing. The latter two must be activated separately.

Reporting, budgeting, and forecasting are included in the Professional and Premium packages. Chain and group processing is a separate module.

The budgeting and forecasting service includes a review of the income statement and balance sheet by cost object and cost object heading.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Reporting consists of a profit and loss account and a balance sheet with monthly, quarterly and annual views of actual, budget and forecast data and comparisons. The key figure report includes growth, profitability and actual, budgeted and forecast data related to solvency.

The metrics consist of a set of key economic figure graphs that allow the user to switch from the company level to the cost object and view indicators at monthly, quarterly and annual levels, as well as make comparisons between actual, budget and forecast data.

Custom reports, key figures and metrics allow the user to create customised company reports or cost object reports and metrics from the income statement, the balance sheet, and their company's own key figures.

All reporting and metrics can be viewed at the company, group and cost object level.

Chain and group processing 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 Provider.

4.3 Sales

The sales section consists of the company's customer and product management, creating sales invoices and receivables management. The function includes software 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, both via the printing service and as email invoices through the channels selected by the Provider. Netvisor also supports external receivables management, collection and financing services with partners selected by the Provider.

The Sales section is included in all Netvisor packages except the Netvisor Salaries package. In the Light and Basic packages, sales are invoiced on the basis of transactions.

Order processing and inventory management features, as well as extended product management, are available for sale as additional services that require corresponding packages.

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. The 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 Provider.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

The Purchase section is included in all Netvisor packages except the Light and Palkat packages. In the Basic package, invoicing of purchase invoices is transaction-based.

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

4.5 Payroll, working hours and travel

Netvisor payroll handles the recording of working time, processing of travel and expense invoices, and payroll functions. Payroll functions include the creation, approval and payment of calculated salaries and the delivery of payrolls as online payrolls or via a print service. The service also includes payment transactions, reporting, holiday calculations and Incomes Register reporting.

Payroll can be selected for all Netvisor packages except the Light package. It is also possible to use the payroll function with a separate Netvisor Palkat package, without any other service sections.

4.6. Oma Netvisor

Oma Netvisor consists of different summary views (such as financial management, purchases, payroll, "nightmare accounts"), which are used to manage repetitive tasks for multiple customers.

Oma Netvisor is included in all Netvisor packages except the Netvisor Palkat package.

4.7 Netvisor Store

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

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 customer. Official declarations concerning the income register, VAT and income tax declarations are also included in the data transfers.

Data transfer from customers' systems has been implemented with the data transfer interfaces described by the Provider. The Netvisor service also contains a program for transfer control. This can be used to monitor transfers, their success and the data being transferred.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

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 Provider.

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 mobile services consist of separately downloadable apps from Google Play (Android) or the App Store (iOS). The apps that are currently available are Netvisor Mobile, Visma Manager, and Visma Scanner.

- In the Netvisor mobile version, users can log in to the Netvisor browser version and Visma Manager. In addition, the application includes the most useful functions for the user to facilitate daily routines.
- With Visma Manager, you can manage Netvisor's purchase invoice process for invoice verification, approval and payment.
- With Visma Scanner, you can digitise expense receipts and transfer receipt information to either Netvisor's accounting or travel expense reports.
- New functionalities are continuously being added to the service.

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 User ID management

The Clinet will 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 user credentials.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Strong authentication must always be used to identify the user. Payment authorisation can only be granted to a natural person who is authorised to access the bank account of the company concerned. 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 authentication of non-natural users (e.g. robot users) should be done with interface keys or the Netvisor mobile application. In addition, a non-natural user's setup information must make it clear that the user is a non-natural user. 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 Deployment

During deployment, the user IDs and the access rights to be attached to them are defined for the Client. In addition, training and other services related to deployment can be agreed on. The parties agree together upon the deployment phase and the tasks it consists of.

-   The Client places an order on the Netvisor service with a personal identifier. The person making the order will become the Administrator. The Service identifies the Administrator based on the Administrator's ID.
-   The Client issues a power of attorney to the provider authorising it to retrieve and send bank data on behalf of the Client. The Client can only make an authorisation for their own transactions.
-   The Client provides their own bank with the power of attorney. The Provider does not need to be informed of the delivery of the power of attorney.
-   Client data and the services used are defined in the system.

8 Maintenance and monitoring of the Service

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

The Provider monitors and analyses the service level and quality regularly. The Provider conducts customer satisfaction surveys for the Clients and the end customers of the Netvisor Service.

9 Data security

The Provider 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 Provider's systems and the banks is protected, depending on what Finance Finland 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.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

Deployment of the services requires:

- A terminal device with an internet connection
- Bank service key or other personal certificate
- Browser
- Adobe Reader software for printing invoices and reports

For the best user experience, Visma recommends that users always use the latest version of their internet browser. The browsers supported by Netvisor are listed on our support website https://support.netvisor.fi/

11 Documentation

The Provider is responsible for providing the required product documentation and descriptions. The Client is responsible for the operating instructions within its own organisation.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Fivaldi Service Description

1 Introduction

The Service Description describes the content of the Fivaldi service in general.

2 Terms

The **Provider** refers to Visma Solutions Oy.

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

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

The **Service** refers to the software provided by the provider, which is used as a SaaS (Software as a Service) service.

SaaS service refers to the software-as-a-service model, whereby software is used as an application service via the servers maintained by the Provider.

3 General description of the service

Visma Fivaldi is a national browser-based system intended for companies operating in Finland which the Client acquires as a SaaS application service. In the SaaS service, the software is used via the servers designated by the Provider, and the Culient always has the most recent software version in use.

Visma Fivaldi service is provided to the Client to the extent agreed upon in the Agreement between the Provider and the Client.

4 Service Package

The Visma Fivaldi service includes, in accordance with the Agreement between the Client and the Provider, the right to use Visma Fivaldi from the Provider's offered SaaS service. Additional services that are available, at any given time, can be attached to the Agreement.

The Provider maintains the technical environment of the Service, manages version updates, takes backups, monitors the Service's usability, and ensures the security of the technical environment.

The provider is responsible for the functional and technical design, maintenance, and development of the information system and the application included in it.

The Client is responsible for the suitability of the Service for the needs of the Client's business.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

4.1 Requirements for the use of SaaS Service

In the SaaS service, each User needs an Internet connection and a browser. A more detailed description of the currently valid device environment is provided in the Visma Fivaldi Service.

The Provider manages the server hardware and firmware (e.g., database management system, security software, etc.) of the SaaS Service's production environment, required by the information system and its application software.

The server hardware is located in a data center under 24/7 surveillance, which meets the official requirements related to security and the environment (including air conditioning, temperature and humidity control, smoke and heat alarm systems, and fire protection). The server hardware is connected to the Supplier's centralized, around-the-clock monitoring.

4.2 Updates

The provider ensures the continuous development and updates of the Service. An update refers to upgrading the application of the information system with new features. Updates are announced in advance in the Visma Fivaldi service.

4.3 Service Availability

The Service is available 24 hours a day, seven days a week (24/7). The Provider aims to perform possible maintenance and similar operations in the evenings, nights, and weekends. Backup, antivirus, maintenance, and update operations do not significantly affect the service's availability. The Provider is responsible for monitoring availability.

4.4 User Management

The Client is responsible for the application-level user management and administrator functions of the information system, including adding Users, deleting Users, maintaining access rights, and changes to user information.

5 Implementation

The delivery consists of granting usage rights as well as implementation training and service. The parties will agree together on the implementation phase and the tasks to be performed during it.

6 Service Maintenance

The Provider is responsible for ensuring that the service operates in accordance with current legislation and regulatory requirements.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Maintenance service includes software development, changes required by legislation and regulations, bug fixes, user instructions, materials, and communication about issues.

In addition to maintenance service, Visma and Visma partners offer broader support services, which also include support for application usage and advice. The support service is a separately ordered, payable service.

7 Service Level Monitoring

The Provider regularly monitors and analyzes the service level and quality. The Provider conducts customer satisfaction surveys among Clients and End Users of the Service.

8 Documentation

The Provider is responsible for producing the necessary product documentation and descriptions. The Client is responsible for internal operating instructions within their organization.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

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

Data Processing Agreement

This Appendix is an integral part of 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, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Controller and Processor is equivalent to how the terms are used and interpreted in applicable privacy legislation, including the EU 2016/679 General Data Protection Regulation ("GDPR").

The Client acts as the Controller with respect to the information stored in the Service. On Visma's Trust Centre website, information is available on how Visma processes Personal Data in the Service. The Trust Centre website also provides up-to-date information about the Service, such as the locations of server centers and which subcontractors Visma uses. Additionally, the Trust Centre website offers information on Visma's data security programs and goals related to personal data and privacy. The Trust Centre website is available at: https://www.visma.com/trust-centre/.

Scope

The Appendix regulates the Processor's Processing of Personal Data on behalf of the Controller, and outlines how the Processor shall contribute to ensure privacy on behalf of the Controller and its registered Data Subjects, through technical and organisational measures according to applicable privacy legislation, including the GDPR.

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

This Appendix takes precedence over any conflicting provisions regarding the Processing of Personal Data in the Agreement or in other former agreements or written communication between the Parties. This Appendix is valid for as long as agreed in Section A.

The Processor's rights and obligations

The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's written instructions. By entering into this Appendix, the Controller instructs the Processor to process Personal Data in the following manner; i) only in accordance with applicable law, ii) to fulfill all obligations according to the Agreement,

iii) as further specified via the Controller's ordinary use of the Processor's services and iv) as specified in this Appendix. The cost implications of any other instructions are always agreed upon in writing separately.

The Processor has no reason to believe that legislation applicable to it prevents the Processor from fulfilling the instructions mentioned above. The Processor shall, upon becoming aware of it, notify the Controller of instructions or other Processing activities by the Controller which in the opinion of the Processor, infringes applicable privacy legislation.

The categories of Data Subject's and Personal Data subject to Processing according to this Appendix are outlined in Section A.

The Processor shall ensure the confidentiality, integrity and availability of Personal Data are according to the privacy legislation applicable to The Processor. The Processor shall implement systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and cost of implementation in relation to the risk represented by the Processing, and the nature of the Personal Data to be protected.

The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to the Processor, in fulfilling the Controller's obligations under applicable privacy legislation with regards to request from Data Subjects, and general privacy compliance under the GDPR article 32 to 36.

If the Controller requires information or assistance regarding security measures, documentation or other forms of information regarding how the Processor processes Personal Data, and such requests exceed the standard information provided by the Processor to comply with applicable privacy legislation as Processor, the Processor may charge the Controller for such request for additional services.

The Processor and its staff shall ensure confidentiality concerning the Personal Data subject to Processing in accordance with the Appendix. This provision also applies after the termination of the Appendix.

The Processor shall ensure that persons that have the right to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with the legal requirements regarding notification to data authorities or Data Subjects about privacy incidents.

Further, the Processor will to the extent it is appropriate and lawful notify the Controller of;

> i) requests for the disclosure of Personal Data received from a Data Subject,

> ii) requests for the disclosure of Personal Data by governmental authorities, such as the police.

The Processor will not respond directly to requests from Data Subjects unless authorised by the Controller to do so. The Processor will not disclose information tied to the Agreement to governmental authorities such as the police, hereunder Personal Data, except as obligated by law, such as through a court order or similar warrant.

The Processor does not control if and how the Controller uses third party integrations through the Processor's API or similar, and thus the Processor has no ownership to risk in this regard. The Controller is solely responsible for third party integrations.

The Processor might Process Personal data about users and the Controllers use of the service when it is necessary to obtain feedback and improve the service. The Controller grants the Processor the right to use and analyze aggregated system activity data associated with your use of the Services for the purposes of optimizing, improving or enhancing the way the Processor provides the services and to enable the Processor to create new features and functionality in connection with the services. Visma shall be considered the Controller for such processing and the processing is therefore not subject to this Appendix.

When using the service, the Controller will add data to the Software ("Customer Data"). The Controller acknowledges and does not object to the Processor using Customer Data in an aggregated and anonymized format for improving the services delivered to customers, research, training, educational and/or statistical purposes.

The Controller's rights and obligations

The Controller confirms by the approving of this Appendix that:

- The Controller has legal authority to process and disclose to the Processor (including any subprocessors used by the Processor) the Personal Data in question.
- The Controller has the responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to the Processor.
- The Controller has fulfilled its duties to provide relevant information to Data Subjects and authorities regarding processing of Personal Data according to mandatory data protection legislation.
- The Controller shall, when using the services provided by the Processor under the Agreement, not communicate any Sensitive Personal Data to the Processor, unless this is explicitly agreed in Section A to this Appendix.

Use of subprocessors and transfer of data

As part of the delivery of services to the Controller according to the Agreement and this Appendix, the Processor will make use of subprocessors and the Controller gives its general consent to usage of subprocessors. Such subprocessors can be other companies within the Visma group or external third party subprocessors. All subprocessors are included in Section B. The Processor shall ensure that subprocessors agree to undertake responsibilities corresponding to the obligations set out in this Appendix.

An overview of the current subprocessors with access to Personal Data can be found in the Visma Trust Centre on this web site: https://www.visma.com/trust-centre/product-search/ or at https://privacy.vismasolutions.com.

The Processor may engage other EU/EEA located companies in the Visma Group as subprocessors without the Visma company being listed at Trust Center and without prior approval or notification to the Controller. This is usually for the purposes of development, support, operations etc. The Controller may request more detailed information about subprocessors.

If the subprocessors are located outside the EU or the EEA, the Controller gives the Processor authorisation to ensure proper legal grounds for the transfer of Personal Data out of the EU/EEA on behalf of the Controller,

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

hereunder by entering into EU Standard Contractual Clauses (SCCs).

The Controller shall be notified in advance of any changes of subprocessors that Process Personal Data. If the Controller objects to a new subprocessor within 30 days after a notification is given, the Processor and Controller shall review the documentation of the subprocessors compliance efforts in order to ensure fulfillment of applicable privacy legislation. If the Controller still objects and has reasonable grounds for this, the Controller can not reserve themselves against the use of such a subprocessor (due to the nature of online standard Service in particular), but the Customer may terminate the Agreement for which the subprocessor in dispute is being used for.

Security

The Processor is committed to provide a high level of security in its products and services. The Processor provides its security level through organisational, technical and physical security measures, according to the requirements on information security measures outlined in the GDPR article 32.

The Parties shall, in the 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.

Audit rights

The Controller may audit the Processor's compliance with this Appendix up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently. To request an audit, the Controller must submit a detailed audit plan at least four weeks in advance of the proposed audit date to the Processor, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must as a main rule be mutually agreed between the parties. However, if the processing environment is a multitenant environment or similar, the Controller gives the Processor authority to decide, due to security reasons, that audits shall be performed by a neutral third party auditor of the Processor's choosing.

If the requested audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior twelve months, and the Processor confirms that there are no known material changes in the measures audited, the Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

In any case, audits must be conducted during regular business hours at the applicable facility, subject to the Processors policies, and may not unreasonably interfere with the Processors business activities.

The Controller shall be responsible for any costs arising from the Controller's requested audits. Requests for assistance from the Processor may be subject to fees.

Term and termination

This Appendix is valid for as long as the Processor processes Personal Data on behalf of the Controller after the Agreement or as otherwise agreed in Section A.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

This Appendix is automatically terminated upon termination of the Agreement. Upon termination of this Appendix, the Processor will delete or return Personal Data processed on behalf of the Controller, according to the applicable clauses in the Agreement. Such deletion will take place as soon as reasonably practicable, unless EU or local law requires further storage. Unless otherwise agreed in writing, the cost of such actions shall be based on; i) hourly rates for the time spent by the Processor and ii) the complexity of the requested process.

Changes and amendments

Amendments to the Annex shall follow the procedure set out in General Terms of Agreement for the Service For Businesses, Section 18 Amendments to the Agreement.

If any provisions in this Appendix become void, this shall not affect the remaining provisions. The Parties shall replace the void provision with a lawful provision that reflects the purpose of the void provision.

Liability

For the avoidance of doubt, the Parties agree and acknowledge that each Party shall be liable for and held accountable to pay administrative fines and damages directly to data subjects which the Party has been imposed to pay by the data protection authorities or authorized courts according to applicable privacy legislation. Liability matters between the Parties shall be governed by the liability clauses in section 9 of the Agreement between the Parties. The condition also applies to violations by the Processor's subcontractors.

Governing law and legal venue

This Appendix is subject to the governing law and legal venue as set out in the General Terms of Agreement for the Service For Businesses section 19.

****

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Section A

Data subjects, Types of personal data, Purpose, Nature, Duration

A.1 Categories of Data Subjects
- client/partner end customers
- client/partner employees
- client/partner contacts
- personal information in the customer data of the client/partner

A.2 Categories of Personal Data
- contact information
- user log information and IP addresses
- Personal ID code
- bank account information
- calculation of salaries information

A.3 Special categories of Personal Data (Sensitive Personal Data)

In order for the Processor to process such data on behalf of the Controller, the types of Sensitive Personal Data in question must be specified below by the Controller.

The Controller is also responsible for informing the Processor of, and specifying below, any additional types of sensitive Personal Data according to applicable privacy legislation.

The Processor shall on behalf of the Controller, process information regarding:	Yes	No
racial or ethnic origin, or political, philosophical or religious beliefs,		●
health information,	●	
sexual orientation,		●

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

trade union membership	●	
genetic or biometric data		●
The person's conviction for a crime or suspicion or charge of a crime against the person		●
Personal Data of children		●

A.4 Purpose of the processing
The purpose of the data processor's processing of personal data on behalf of the data controller is:

Delivering of services in accordance with the Agreement.

A.5 Nature of the processing
The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

Receiving, storing, recording, reporting, transmitting, anonymizing, and deleting data.

A.6 Duration of the processing:
The duration of the processing of personal data is

For as long as the Agreement is in force and applies to Personal Data Processing.

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Section B - Overview of subprocessors

The following Sub-processors of the Processor have access to the Controller's Personal Data (21 November 2024).

Subprocessors of Netvisor Service			
Name	**Location**	**Subprocessors has access to personal data from countries outside the EU/EEA**	**Assisting the Processor with**
Elisa Oyj	EU/EEA	Not applicable within EU/EEA	Hosting Provider
Amazon Web Services EMEA SARL (AWS Europe)	EU/EEA	Not applicable within EU/EEA	Hosting Provider
Google Ireland Limited (Google Cloud Platform)	EU/EEA	Not applicable within EU/EEA	Hosting Provider
Accode Oy	EU/EEA	Not applicable within EU/EEA	Automation platform for accounting offices (optional)
Azets Document Solutions Oy	EU/EEA	Not applicable within EU/EEA	Purchase invoice scanning services
DBPro Oy	EU/EEA	Not applicable within EU/EEA	Database optimization
Freshworks Inc	EU/EEA	Not applicable within EU/EEA	Customer support system provider
LINK Mobility Oy	EU/EEA	Not applicable within EU/EEA	SMS provider
MMD Networks Oy	EU/EEA	Not applicable within EU/EEA	Email provider
Posti Group Oyj	EU/EEA	Not applicable within EU/EEA	Printing/mailing service provider

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Postnord Strålfors Oy	EU/EEA	Not applicable within EU/EEA	Printing/mailing service provider
Signicat AS	EU/EEA	Not applicable within EU/EEA	Authentication services
Telia Finland Oyj	EU/EEA	Not applicable within EU/EEA	Authentication services
Visma Software International AS	EU/EEA	Not applicable within EU/EEA	Orca Security, security monitoring and scanning
Visma Software International AS	EU/EEA	Not applicable within EU/EEA	Visma Connect, login services
Visma Solutions Oy	EU/EEA	Not applicable within EU/EEA	FabricAI, purchase invoice automation, optional
Visma Solutions Oy (as of 1.2.2025 Maventa Oy)	EU/EEA	Not applicable within EU/EEA	Maventa, E-invoice operator

In the future the up-to-date list can be found at https://www.visma.com/trust-centre-products/netvisor

Subprocessors of Fivaldi Service			
Name	**Location**	**Subprocessors has access to personal data from countries outside the EU/EEA**	**Assisting the Processor with**
Amazon Web Services EMEA SARL (AWS Europe)	EU/EEA	Not applicable within EU/EEA	Hosting provider
Oracle	EU/EEA	Not applicable within EU/EEA	Hosting provider
Visma data centers	EU/EEA	Not applicable within EU/EEA	Hosting provider

General Terms of Agreement for the Service for Businesses   version 3.1   1 February 2025

Visma Spcs AB	EU/EEA	Not applicable within EU/EEA	Scanner integration
LINK Mobility Oy	EU/EEA	Not applicable within EU/EEA	SMS service
MongoDB Inc.	EU/EEA	Not applicable within EU/EEA	Database
Posti Messaging Oy	EU/EEA	Not applicable within EU/EEA	Mail service
Freshworks Inc	EU/EEA	Not applicable within EU/EEA	Customer support system provider
Visma Software International AS	EU/EEA	Not applicable within EU/EEA	AutoSuggest
Visma Software International AS	EU/EEA	Not applicable within EU/EEA	Orca Security, security monitoring and scanning
Visma Software International AS	EU/EEA	Not applicable within EU/EEA	Visma Connect, login services
Visma Solutions Oy (as of 1.2.2025 Maventa Oy)	EU/EEA	Not applicable within EU/EEA	Maventa, E-invoice operator

In the future the up-to-date list can be found at https://www.visma.com/trust-centre-products/visma-fivaldi