

01.07.2026

1. Special Terms for On-premise Software

- 1.1. These Special Terms for On-premise Software apply to the extent and when the Software specified in the Service Description is a software version downloaded for use on the Customer's own server. If these special terms conflict with Finago's General Terms and Conditions (Terms and Conditions), the provisions agreed in these special terms shall apply.
- 1.2. On-premise Software means software or a software component that is marketed or licensed to several customers for local installation by the Customer instead of delivery over a data network, as well as the related user manual or other documentation and any storage medium. A new version of the On-premise Software means On-premise Software extended with new functional features. Manufacturer means the supplier or a third party to whom the intellectual property rights in the subject matter of the delivery belong.
- 1.3. The On-premise Software has an error if it does not operate in all material respects as set out in the specifications or otherwise does not correspond to what the contracting parties have agreed in writing.
- 1.4. The Customer shall download the On-premise Software from the server designated by the Supplier. Unless otherwise agreed, the Customer is responsible for installing the software.
- 1.5. The Customer is responsible for bringing the operating environment into compliance with the operating environment requirements provided by the Supplier.
- 1.6. The intellectual property rights in the On-premise Software belong to the manufacturer. The Customer receives the right to use the On-premise Software in accordance with the agreement. Unless otherwise agreed in writing, the Customer receives a device-specific right to use the On-premise Software for its own internal operations. The Customer has no right to use the On-premise Software to provide service center or operating services concerning the use of that On-premise Software to a third party without the manufacturer's prior written consent. The right of use does not apply to the Customer's group companies within the meaning of the Accounting Act. The right of use shall not be expanded in connection with any merger, demerger, acquisition, business transfer, corporate restructuring or other organisational change concerning the Customer, whether internal or external to the group, unless the parties have separately agreed in writing in advance on the terms relating to any change in scope. In the above-mentioned change situation, the parties shall immediately commence negotiations to review the effects of the change on the right of use. If the parties do not reach agreement on the effects of the change within three (3) months of the negotiation invitation delivered by a party, the Supplier has the right to terminate the right of use with immediate effect. With the Supplier's prior written consent, the Customer may transfer the right to use the On-premise Software to another company. The Supplier has the right to charge only a reasonable and cost-based transfer fee for the transfer, covering only the actual administrative, technical and possible third-party costs arising from carrying out the transfer.
- 1.7. The Customer has the right to make a backup copy of the On-premise Software if this is necessary for the use of the On-premise Software, but otherwise has no right to copy it or permit it to be copied, even for private use. The copy must contain the same copyright, trademark and other similar notices as the original software copy and is subject to the same terms. The Customer has no right to make or commission modifications to the On-premise Software without the manufacturer's prior written consent. Upon termination of the use of the On-premise Software or the right of use, the Customer shall, at the Supplier's request and at the Supplier's option, either destroy or return the On-premise Software and its backup copy, as well as the user manuals and other documentation related to the On-premise Software prepared by the Supplier.
- 1.8. The Supplier may, with the Customer's consent, replace the On-premise Software under the agreement with a new version or another software. The new version of the On-premise Software or the other software must, in terms of functionality, performance and other characteristics, meet the specifications in all material respects and correspond to what the contracting parties have agreed in writing. The installation of the new version of the On-premise Software or the other software shall be governed by what has been agreed in

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respect of the original On-premise Software. The Supplier has the right, without notifying the Customer in advance, to make improvements to the On-premise Software before delivery, provided that the On-premise Software continues to meet the specifications in all material respects and correspond to what the contracting parties have agreed in writing.

- 1.9. The Supplier undertakes to correct, free of charge and without undue delay, any errors in the On-premise Software notified by the Customer to the Supplier in writing during the warranty period. Correction may also be carried out by bypassing the error or by providing the Customer with written instructions for bypassing the error, if this can be done without additional costs and material inconvenience to the Customer. The warranty period is 90 days from the delivery date of the On-premise Software. The warranty requires that the On-premise Software is used in the agreed operating environment or in another operating environment specified by the Supplier. The Supplier shall carry out warranty corrections, at its option, from its place of business or in another appropriate manner. The warranty does not cover the correction of an error caused by (a) use contrary to the agreement or the written instructions provided by the Supplier, (b) a product other than the Supplier's product, or (c) a modification or correction made by the Customer or a third party.
- 1.10. If it is established that the correction of an error reported by the Customer is not covered by the warranty, the Supplier has the right to charge for investigating and locating the error in accordance with the agreed charging principles. The Supplier also has the right to charge the Customer for the correction of an error not covered by the warranty, where such correction has been agreed. The Supplier's liability for errors in the On-premise Software is limited to fulfilling the warranty obligations under section 1.9. After the warranty has expired, the Supplier's liability for errors in the On-premise Software is limited to the obligations under any maintenance or support agreement.
- 1.11. The Supplier is responsible for ensuring that support and maintenance are available for the On-premise Software for at least five (5) years from the delivery date. The Supplier is also responsible for ensuring that support and maintenance are available for each version of the On-premise Software for at least 12 months from the release of the next new version of the On-premise Software. The Supplier must notify the Customer in writing of the end of the availability of support and maintenance at least six (6) months in advance.
- 1.12. The Customer has an obligation to maintain reliable records from which compliance with the contractual terms of use and other obligations can be verified. At the Supplier's request and at reasonable intervals, the Customer must confirm the Customer's number of users, number of persons, usage volumes or other applicable metrics for the Supplier's products and services. The Supplier, or, at the Customer's option, an approved and independent auditor, also has the right to carry out an audit of the above-mentioned documentary material at the Customer's premises. The Supplier has the right to carry out an audit at reasonable intervals, but no more than once during any six-month period. The audit must be carried out during the Customer's normal business hours. The Supplier is responsible for all costs incurred by the Supplier in connection with the audit. However, if the audit reveals breaches of the terms of use or unpaid licence fees, the Customer must without delay pay the missing difference to the Supplier and/or correct the error/deficiency, and the Customer must also pay the Supplier all reasonable costs incurred by the Supplier in connection with the audit. The Supplier has an obligation to keep all accounting and bookkeeping material it receives confidential and undertakes not to use it for any purpose other than the contractual purpose.

2. Special Terms for Maintenance Services

- 2.1. These Special Terms for Maintenance Services apply to the extent and when the Software specified in the Service Description is a software version downloaded for use on the Customer's own server and maintenance of the Software has been agreed in the Service Description. If these special terms conflict with the Terms and Conditions, the provisions agreed in these special terms shall apply.
- 2.2. The Supplier is responsible for ensuring that (a) the maintenance service is performed by personnel familiar with the software and (b) the maintenance service is performed in accordance with the agreement, within the agreed schedule, carefully and with the professional skill required by the maintenance service. Maintenance

Services shall be performed in accordance with the Supplier's working methods. The Supplier must appropriately document the measures it takes in connection with the maintenance service and, at the Customer's request, specify the measures it has taken.

- 2.3. If it has been agreed in writing that the maintenance service is performed wholly or partly by remote measures, the Supplier shall, for its part and at its own cost, ensure that it has the data communications connections, equipment, software and information security required for the remote measures.
- 2.4. The Customer must ensure that the persons performing the maintenance service have access to the Customer's equipment and programs for the purpose of performing the maintenance service, in compliance with the agreed instructions and regulations. At the Supplier's request, the Customer must provide the Supplier with the user manuals and other documentation concerning the software in the Customer's possession for use in performing the maintenance service.
- 2.5. At the Supplier's request, the Customer must make available to the Supplier, free of charge, such premises, storage media and other supplies and information related to the use of equipment and software in the Customer's possession as the Supplier reasonably needs to perform the maintenance service. In connection with an error report, the Customer must indicate, and when requested during the performance of the maintenance service demonstrate or describe, how the error appears. At the Supplier's request, the Customer's representative must be available during the performance of the maintenance service.
- 2.6. If it has been agreed in writing that the maintenance service is performed wholly or partly by remote measures, the Customer shall, for its part and at its own cost, ensure that it has the data communications connections, equipment, software and information security required for the remote measures. Unless otherwise agreed in writing, the Customer is responsible for installing software updates and new software versions in its operating environment. In matters relating to Maintenance Services, the Supplier shall be contacted by the Customer's contact person named in the agreement or otherwise in writing.
- 2.7. The contracting parties shall agree in writing on the content of the maintenance service, the service level and any consequences arising from deviations from the service level. If the content and service level of the maintenance service have not been agreed at all, the Supplier's maintenance terms then in force shall apply primarily, and the manufacturer's maintenance terms then in force shall apply secondarily.
- 2.8. Correction of an error in the Software may also be carried out by bypassing the error or by providing the Customer with written instructions for bypassing the error, if this can be done without additional costs and material inconvenience to the Customer, or by providing the Customer with a software update that corrects or bypasses the error.
- 2.9. Maintenance provided against a recurring fee does not cover modifications to the software or the correction of an error caused by (a) use contrary to the agreement or the written instructions provided by the Supplier, (b) a product other than the Supplier's product, or (c) a modification or correction made by the Customer or a third party. If it is established that the correction of an error reported by the Customer is not covered by the recurring fee, the Supplier has the right to charge for investigating and locating the error in accordance with the agreed charging principles. The Supplier also has the right to charge the Customer for the correction of an error not covered by the recurring fee, where such correction has been agreed.