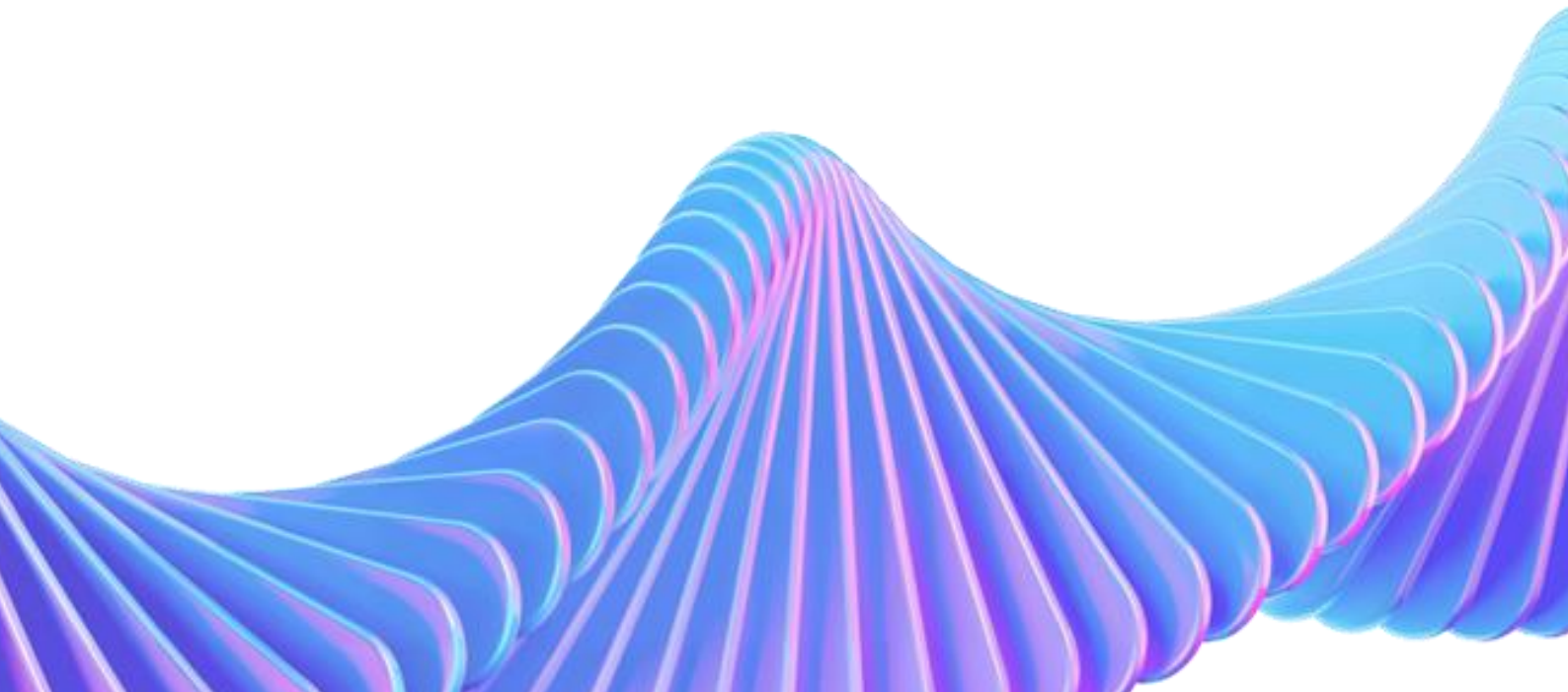


Finago General Terms and Conditions

2026



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1. BACKGROUND

- 1.1. These General Terms and Conditions of the Customer Agreement ("**Terms and Conditions**") apply to the delivery and use of all software or software products offered by companies belonging to the Finago Group (each individually, a "**Supplier**") and, with respect to each contractual relationship, the delivery and use of the software or software products described in more detail in the Service Description or other contractual document. The Supplier under the applicable contractual relationship at any given time is the company belonging to the Finago Group that is designated as the Supplier in the agreement or the Service Description. Unless otherwise agreed in the Service Description, the Software will be delivered via a data network, in accordance with these Terms and Conditions. If the delivery includes services other than those provided via a data network, the special terms and conditions described below [in Section 20] shall apply to such services in addition to the other Terms and Conditions. If the Supplier and the Accounting Firm/Partner have agreed on the sale of the Software to Customers, with the Accounting Firm/Partner acting as an agent, the special terms set forth in Section 18 shall apply.
- 1.2. These Terms and Conditions apply to all agreements in which the Customer orders a service directly from the Supplier or through an authorised partner.
- 1.3. The specific contents of each Software are defined in the agreement, order confirmation, registration, or product-specific service description

2. DEFINITIONS

- 2.1. In these Terms and Conditions, **User** means a natural person who uses the Software.
- 2.2. In these Terms and Conditions, **Customer** means a natural or legal person who has subscribed to the right to use the Software by registering as a user, by a subscription, or by means of another customer agreement, or on whose behalf a User uses the Software. In this Agreement, Accounting Firm refers to the Customer when it uses the Software in the course of its own business operations.
- 2.3. In these Terms and Conditions, **Accounting Firm** refers to the Accounting Firm or accountant, specified in the Accounting Firm Cooperation Agreement and the order, that manages the Customer's tasks in the Software in whole or in part and/or from which the Supplier invoices charges arising from the use of the Software.
- 2.4. In these Terms and Conditions, **Software** refers to the software product or products provided by the Supplier and described in the selected Service Description.
- 2.5. In these Terms and Conditions, **Expert Services** refers to services provided by the Supplier to the Customer or the Accounting Firm/Partner that involve person-hours. Expert services include, among other things, implementation projects and consulting services. The scope of the Expert Service is defined in the service description, project plan, or the Customer's order.
- 2.6. In these Terms and Conditions, **Price List** refers to the Supplier's current price list or price lists, which specify the prices of the Software or services to be delivered, including the Expert Service.
- 2.7. In these Terms and Conditions, **Service Description** refers to the description or descriptions attached as an appendix to the agreement that detail the functionality, content, service level, and intended use of the Software or service, as well as documentation describing the content and schedules of the Expert Service.
- 2.8. In these Terms and Conditions, **Information** refers to data and files stored by the Customer in the Software, or information or materials transferred by the Customer or otherwise provided to or made available to the Supplier on the Customer's behalf for the Software Service, as well as any other

information or materials defined by the parties as the Customer's materials. **Usage Data** refers to information generated in connection with the use of the Software that describes the User's and the Customer's use of the Software. "Usage Data" and "Information" are hereinafter collectively referred to as **Data**.

- 2.9. In these Terms and Conditions, **Partner** means a reseller, partner, or distributor authorised by the Supplier. An Accounting Firm is considered a Partner when it acts as a distributor of the Software to end customers under the Accounting Firm Cooperation Agreement.
- 2.10. In these Terms and Conditions, **Sanctions and export control regulations** means the sanctions, export control, and foreign trade regulations, laws, decrees, decisions, and regulations that restrict or prohibit transactions with persons, entities, countries, or regions specified in the regulations, or that pertain to the export, re-export, transfer, delivery, making available, or use of products, software, technology or data.

3. SOFTWARE CONTENT AND SERVICE LEVEL

- 3.1. The selected Service Description determines the Software Content and service level.
- 3.2. Among other things, the Software enables the submission and upload of User and Customer data and files to the Software's server and their distribution to designated recipients.
- 3.3. Software user guides, system requirements, and up-to-date customer support contact information are available, depending on the selected product version of the Software, on the Supplier's website, within the Software, or upon request from the Supplier.
- 3.4. The Software may change as the Supplier continues to develop it. The Supplier has the right to make a change to the Software that (a) affects the Software's production environment and does not adversely affect the Software content or service level, (b) is necessary to address a security threat to the Software, (c) is required by law or by a government regulation, or (d) is made after providing the Customer with reasonable advance notice.
- 3.5. The Supplier has the right, without consulting the User or the Customer, to block access to the Software if the Supplier suspects that inappropriate Data is being stored in the Software, that other users' use of the Software may be compromised as a result of the stored Data, or that these Terms and Conditions are being violated.
- 3.6. The Supplier strives to keep the Software available at all times, but may suspend access to the Software or modify its content whenever deemed necessary. Unless otherwise agreed upon in the Service Description, the Supplier does not commit to any specific service levels for the Software and is not liable for any decline in service levels or the consequences thereof. The Supplier has the right to suspend the provision of the Software due to, among other things, installation, modification, or maintenance work; a security threat; or a law or other official requirement or directive.
- 3.7. The Supplier does not guarantee that the Software will be available to the Customer without interruption, nor does it guarantee the performance of the provider of telecommunications and Internet connectivity or any other third party that affects the use of the service. The Supplier strives to notify customers of service and maintenance outages as far in advance as possible.
- 3.8. The Software can enable secure data transfer via, for example, an API or SFTP interface ("**Interface**"). The Supplier may modify or restrict the use of the Interface on the same grounds as for the rest of the Software.

- 3.9. Where the Software is connected to third-party services via the Interface, or where third-party services, such as third-party software, interfaces, data sources, features, or other add-on services not owned by the Supplier, are otherwise made available to use or acquire within the Software, the Customer shall enter into separate agreements directly with those third parties setting forth the applicable terms and conditions and privacy practices. The Supplier is not responsible for the availability, use, pricing, or compatibility of such third-party services with the Software.
- 3.10. If the Supplier acts as a reseller or distributor of third-party software, the terms and conditions specific to that third-party software shall apply to the delivery of such software. The Supplier may, at its sole discretion, discontinue the provision of such third-party software or the access to the Software provided through the Interface.
- 3.11. The Software may include or utilise third-party software, interfaces, or data sources. The Supplier makes no warranties regarding these matters and is not responsible for any changes, limitations, or availability thereof.
- 3.12. The Software may include features that utilise artificial intelligence, machine learning, automated reasoning, or other algorithmic methods to generate suggestions, analyses, conclusions, or other automated content. These features are subject to Finago's special terms and conditions for AI features, which are available at [\[Finago AI Special Terms\]](#) and form an integral part of these Terms and Conditions.

4. DATA PROTECTION TERMS

- 4.1. The Customer acts as the data controller as defined in applicable data protection legislation ("Data Controller" or "Customer") with respect to personal data concerning its customers, employees, or other individuals that the Supplier ("Personal Data Processor" or "Processor") processes in the service for the purpose of providing the service ("Customer's Personal Data" or "Personal Data"). For the sake of clarity, it is noted that if the Customer is a Partner, the Customer may itself be a processor of Personal Data under the applicable data protection legislation. In that case, the Partner's end customer is the Data Controller under the applicable data protection legislation, and the Supplier is the sub-processor of personal data. In these situations, "Data Controller" continues to refer to the Customer and its obligations, and "Data Processor" or "Processor" continues to refer to the Supplier and its obligations. The Data Controller is responsible for the Customer's Personal Data and for ensuring that its processing complies with applicable data protection legislation. The Data Controller is responsible for taking all necessary measures and for obtaining, ensuring the validity of, and maintaining all rights, consents, and authorisations that the Data Processor requires to provide the service in accordance with this Section 4. Data Protection Terms without violating any laws or infringing on the rights of third parties. The Customer's Personal Data and the details of its processing are specified in the Description of the Processing documents, which are available—depending on the product version of the Software—on the Supplier's website or customer support page, within the Software, or upon request from the Supplier. These Terms and Conditions do not affect the parties' statutory liabilities toward third parties, such as data subjects, or the rights of such third parties.
- 4.2. The Data Processor is responsible for ensuring that it processes the Customer's Personal Data on behalf of the Data Controller in accordance with applicable data protection laws and to the extent necessary for the provision of the service and in terms of compliance with Section 4. Data Protection Terms. The Customer's Personal Data is processed in accordance with the Data Controller's reasonable written instructions. The data controller confirms that the guidelines are described in full in this Section 4. Data Protection Terms and Description of the Processing document.

- 4.3. If the Data Controller provides the Processor with additional instructions regarding the processing of the Customer's Personal Data, the Processor has the right to charge for any additional costs incurred and work performed that is necessary to comply with those instructions. If the Data Processor is unable to comply with the instructions provided, it shall notify the Data Controller of this without delay, and the parties shall jointly attempt to resolve the matter in an appropriate manner. If the matter cannot be resolved within one (1) month, either party has the right to terminate the agreement governing the service to which these guidelines for the processing of Personal Data relate, subject to a two (2) month notice period. The Data Processor shall notify the Data Controller without delay if it believes that an instruction given is in violation of applicable data protection laws.
- 4.4. Without limiting the foregoing, the Supplier and any company belonging to the same group as the Supplier have the right, to the extent permitted by law, to use the information generated in connection with the processing of the Customer's Personal Data to develop their services and operations, e.g., fault situations and their prevention, automation of operations, development of artificial intelligence models used in service production (excluding general-purpose AI models), business analysis and evaluation, and for statistical purposes, provided that it is not possible to identify an individual natural person from the results and that the Supplier's confidentiality obligations are complied with.
- 4.5. The Processor shall treat the Customer's Personal Data as confidential and ensure that persons authorised to process the Personal Data have committed to confidentiality or are subject to an applicable statutory duty of confidentiality. Taking into account the latest technology and the cost of implementation, the nature, scope, context, and purposes of the processing, as well as the risks, the controller and the processor must implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 4.6. The Processor shall notify the Data Controller of any data breach involving the Customer's Personal Data without undue delay after becoming aware of it. The Data Processor shall provide the Data Controller with the essential information necessary for the Data Controller to fulfil its reporting obligations. The information will be provided to the extent that it is available to and known by the Processor. The Data Processor will seek to rectify and mitigate the effects of the breach.
- 4.7. Upon request and on commercially reasonable terms, the Data Processor shall assist the Data Controller in ensuring that the data subject's rights are exercised and that the obligations under applicable data protection law are fulfilled, taking into account the nature of the processing and the information available to the Data Processor.
- 4.8. Upon request, the Data Processor shall provide the necessary documentation regarding compliance with applicable data protection legislation. The Processor has the right to charge a fee for providing a report that is more extensive or detailed than the Processor's standard contract and Description of the Processing documentation.
- 4.9. Upon completion of the services related to the processing, the Processor shall return the Personal Data in accordance with Section 16 of these Terms. Notwithstanding the foregoing, the Supplier has the right to retain the Customer's Personal Data to the extent necessary to comply with applicable law and to pursue its legitimate interests, such as to demonstrate that the service has been provided in accordance with the agreement between the parties.
- 4.10. The Customer agrees that the Processor's group companies may process the Customer's Personal Data for the purpose of providing the service, and that the Processor and, accordingly, its group companies have the right to use subprocessors in the processing of Personal Data. A written agreement shall be entered into with each subprocessor, which shall include, where applicable, the obligations of this Section 4. Data Protection Terms to protect the Customer's Personal Information. The subprocessors used are described in the Description of the Processing documents. The Data Processor shall notify the Customer of any new subprocessor, for example, in its customer letters or within the Software, before processing begins.

The Data Controller has the right to object in writing to the use of a new subprocessor within two (2) weeks of being notified, based on appropriate data protection grounds. In this case, the Data Processor will continue processing under the agreed terms until (i) the parties have agreed to terminate the processing and to return the Customer's Personal Data to the Data Controller or transfer it to a new service provider, or (ii) the parties have agreed on how to continue processing and the associated costs.

- 4.11. The Customer's Personal Data is processed in a Member State of the European Union, within the European Economic Area, or in another country that, in accordance with applicable data protection laws, ensures an adequate level of data protection. If Personal Data is transferred outside the EU or the EEA, the Processor shall notify the Controller in advance and ensure that appropriate safeguards, such as the European Commission's standard contractual clauses, have been implemented to safeguard the rights and freedoms of the data subject in accordance with applicable data protection law. The Data Processor is not obligated to assess the adequacy of safeguards or to conduct an impact assessment related to the transfer of Personal Data if the Data Processor is not directly involved in the transfer of Personal Data. However, upon request, the Processor will assist the Data Controller in fulfilling the Data Controller's obligations related to international data transfers. Such assistance may include, for example, providing the Data Controller with Data that the parties actually transferring the Personal Data have made available to the Processor.
- 4.12. The parties expressly acknowledge that, in connection with the provision of the service, the Supplier, acting as the data controller, processes personal data relating to the Customer's employees and decision-makers (e.g., the Customer's contact persons or Software users) or other individuals. This information is processed for the purposes of service hosting, troubleshooting, customer service, billing, communication, and marketing, as well as for the development and provision of new services and other similar purposes ("Supplier's Personal Data"). Supplier's Personal Data is collected from various sources. They may consist of the service's Usage Data (e.g., data related to logins or invoice processing) or be related to Data processed by the Software (e.g., payrolls or accounting documents). The Supplier is responsible for ensuring that the processing referred to in this section complies with the law. The parties acknowledge that the processing may give rise to obligations for both the Customer and the Supplier, such as the obligation to notify the individuals to whom the Supplier's Personal Data relates of the processing. Information about the processing of Supplier's Personal Data is available on our website.
- 4.13. Under the Data Protection Act, a data subject has the right to access their Personal Data (right of access), and to request that the data be corrected, deleted, or that its processing be restricted. The Supplier does not directly respond to inquiries or requests from data subjects regarding the Customer's Personal Data. The Supplier offers the Customer a service that enables the exercise of the right to access. Service fees may be charged for the service.
- 4.14. The Data Controller and the supervisory authority under the applicable data protection law have the right to conduct audits to ensure that the Processor complies with its obligations set forth in the Agreement regarding the processing of the Customer's Personal Data. The Data Controller's right to audit is exercised primarily through written documentation, reports, and surveys, as well as through the Processor's valid information security certificates and independent audit reports. A valid ISO/IEC 27001 certificate held by the Processor, or another equivalent audit report prepared by an independent third party, is generally considered sufficient evidence of appropriate technical and organisational security measures. If the Data Controller has reasonable grounds to suspect that the Processor has materially breached its obligations, or if the aforementioned measures cannot reasonably be considered sufficient, the Data Controller shall have the right, for just cause, to have the Processor conduct an audit no more than once every 12 months, provided that the audit is announced in writing at least 30 days in advance and that the parties agree in advance on the timing, scope, duration, method of implementation, and costs of the audit. The audit will be conducted during normal business hours in a manner that does not cause undue disruption to the Processor's business operations, compromise the data security of other customers, or violate the Processor's obligations to third parties. The audit may be conducted by the Data Controller or by an independent auditor authorised by the Data Controller and approved by the Processor, who undertakes to comply with appropriate confidentiality obligations. For security reasons,

the Processor may require that the audit be conducted by an independent auditor appointed by the Processor, particularly in multi-tenant environments. The audit may extend to subprocessors only to the extent strictly required by applicable law, and the Processor must have a de facto ability to influence the scope of the audit with respect to those subprocessors. The Data Controller is responsible for the reasonable and pre-approved costs incurred in connection with the audit.

5. SANCTIONS

- 5.1. The Customer represents and warrants that (i) the Customer, its group companies, and the beneficial owners known to the Customer are not subject to restrictions imposed under sanctions or export control regulations, and the Customer is not, directly or indirectly, owned or controlled by any entity subject to Sanctions or export control regulations; (ii) the Customer will not use the Software in a manner that violates sanctions or export control regulations; (iii) the Customer will not permit the use of the Software in any country, organisation, or in activity that is in violation of sanctions or export control regulations. The Customer agrees to notify the Supplier without delay if, during the term of the agreement, any change occurs that would render the representation made herein no longer accurate.
- 5.2. The Customer shall indemnify, defend, and hold harmless the Supplier and its group companies from and against any claims, demands, costs, and expenses that arise out of or relate to directly or indirectly from any of the above representations proving to be false or from the Customer's failure to fulfill its duty to disclose. The Supplier has the right, if it so chooses, to defend itself against the aforementioned claims.
- 5.3. The Supplier has the right to restrict the use of the Software, suspend the provision of the Software, or terminate existing agreements with immediate effect if it reasonably determines that compliance with sanctions or export control regulations requires such a restriction or termination. The Supplier shall not be liable for any damages resulting from the restriction of the Software or the termination of existing agreements pursuant to this section.

6. AUTHENTICATION INFORMATION

- 6.1. The Customer is responsible for managing the Software Users and their authentication information.
- 6.2. The Customer agrees to ensure that the Customer and all designated Users keep their usernames, passwords, and temporary passwords secure and separate from one another. The Customer must ensure that the aforementioned authentication information does not fall into the hands of unauthorised parties. If the authentication information has been compromised, or if the Customer has reason to suspect that they may have fallen into the hands of an unauthorised third party, the Customer is obligated to immediately notify the Supplier of this in order to prevent unauthorised use of the Software. The Supplier has the right to suspend the Customer's use of the Software upon the Customer's notification, or if the Supplier has reasonable grounds to suspect that the Customer's authentication information may have fallen into the hands of an unauthorised third party, until new authentication information has been activated.
- 6.3. The Customer is responsible for any commitments made and other actions taken using the authentication information until the Supplier has been notified that the authentication information have fallen into the hands of an unauthorised third party and the Supplier has had a reasonable amount of time to block access to the Software.
- 6.4. The authentication information, provided as required by the Software, shall, where applicable, be equivalent to the Customer's signature.

- 6.5. If the User has been negligent in safeguarding their authentication information or has otherwise, through their own actions, contributed to the authentication information falling into the hands of an unauthorised third party, the Customer shall be liable for any damages incurred by the Supplier or a third party as a result.

7. GENERAL RIGHTS AND OBLIGATIONS OF THE SUPPLIER

- 7.1. The Supplier shall provide the Software and Expert Services in accordance with the Terms and Conditions, in a professional and diligent manner. The Supplier has the right to include open-source software in the Software.
- 7.2. The Supplier shall immediately report any matter that comes to its attention that may prevent the use of the Software in accordance with the Terms and Conditions or compromise the security of the Customer's Data.
- 7.3. If the Customer has been granted, with a separate agreement, the ability to activate the Software licenses without the Supplier having a direct technical means to verify that billing corresponds to the use of the Software Service, the Supplier shall have the right, either on its own or through a third party, to audit the Customer's operations to ensure that the Customer has paid all charges related to the Software Service in accordance with the Price List.

8. GENERAL RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 8.1. Use of the Software requires that the User and the Customer provide the data requested by the Software. If the contact information or any other data required to use the Software Service changes, the User and the Customer must notify the Supplier of the changes without delay.
- 8.2. The Customer has the right to use the Software in accordance with the Terms and Conditions for its internal operations. However, the Customer has the right to add subcontractors involved in the Customer's internal operations, such as an accounting firm, as Users and thereby authorise them to use the Software.
- 8.3. The Customer is not entitled to resell or otherwise distribute the Software or grant access rights to third parties, unless otherwise specifically agreed upon in a Software Service Agreement, partner agreement, or other collaboration agreement, or unless the Software Service is intended, in accordance with the Service Description, to be used for the provision of services or otherwise for shared use with third parties.
- 8.4. The Customer is responsible for acquiring and maintaining the hardware, connections, and software required to use the Software, as well as the rest of the Software's operating environment. The Customer is responsible for securing its data systems and for any data communication and other similar costs associated with the use of the Software. The Customer is responsible for ensuring that its hardware, connections, software, and data systems comply with the operating environment requirements provided by the Supplier, as well as for ensuring that the Software is suitable for the Customer's intended use.
- 8.5. Unless otherwise agreed, the Software is located on server hardware hosted by the Supplier or a third party. The Customer agrees to ensure that neither the Customer nor the Customer's designated Users attempt to copy the Software from the server, examine, modify, or copy the Software's source code, or otherwise interfere with the operation of the Software or gain unauthorised access to the Software's database, customer data, or data stored by other customers.

- 8.6. The Customer may not permit the use of the Software from any country that would violate any applicable legal restrictions on the export of technology, or in which the use of the Software would be unlawful, require any kind of license or certification, or result in liability or obligations for the Supplier that differ from or exceed those set forth in this Agreement or under Finnish law.
- 8.7. The Customer is responsible for the use of the Software, the content of the Data, and the exchange of data carried out using the Software.

9. GENERAL RIGHTS AND OBLIGATIONS OF THE USER

- 9.1. By using the Software, the User agrees to comply with these Terms in the User's capacity. The Software may only be used by an adult with full legal capacity who has been authorised by the Customer, and in accordance with these Terms and Conditions.
- 9.2. Users must keep their usernames and passwords secure and must not disclose them to third parties. The User is responsible for any use of the Software that occurs under their username and password. The User agrees to notify the Supplier immediately if a third party gains access to the password or if the User suspects any misuse of the username or password. At the Supplier's request, the User is required to change the password required to use the Software if necessary due to a security threat to the Service.
- 9.3. To ensure data security and the availability of the Software, the Supplier has the right to disconnect the User's data connection to the Software if the User is not actively using the opened Software.

10. SOFTWARE PRICE AND PAYMENT TERMS

- 10.1. The price of the Software and the terms of payment shall be in accordance with the Supplier's current Price List applicable to the selected Software, Service Description, or Expert Service. The Supplier has the right to adjust the price by giving notice at least thirty (30) days prior to the change takes effect.
- 10.2. Prices include all applicable public charges set by the authorities, excluding value-added tax. Value-added tax is added to prices in accordance with the regulations in effect at the time. If the amount or basis for calculating public charges imposed by the authorities changes due to a change in legislation or a change in tax practices, prices will change accordingly.
- 10.3. Any remarks to invoices must be submitted within ten (10) days of the invoice date. Unless otherwise agreed, the payment term is ten (10) days of the invoice date.
- 10.4. If the invoice is not paid by the due date, late payment interest as specified in the Price List will accrue on the overdue amount until the Supplier's entire receivable, including any late payment interest, has been paid. Interest on late payments is calculated for each day of delay following the due date. In addition to late payment interest, the Supplier has the right to block use of the Software until all amounts owed to the Supplier by the Customer have been paid.
- 10.5. In the event of past due payment, the Customer is obligated to pay, in addition, reasonable fees for reminders and collection of the receivables. In the event of a dispute regarding an invoice, the undisputed portion of the invoice must be paid by the due date.
- 10.6. Unless otherwise agreed in writing, the Supplier's right to invoice for the use of the Software begins when the Customer has been granted access to the Software. Unless otherwise agreed in writing, Expert Services will be billed monthly based on actual delivery.

11. INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER MATERIALS

- 11.1. The Software, as well as all technologies and features included in it or to be included in it at a later date, including artificial intelligence-based functions, models, algorithms, and other similar technical components, are the exclusive property of the Supplier and/or a third party and may be protected by copyright or other intellectual property rights. The User is not granted any rights to the Software, technology, or content other than the right to use the Software as set forth in these Terms and Conditions. These Terms and Conditions do not grant any right to use the Supplier's or the Software's trade names, logos, domain names, or other brand-related names or identifiers. The Supplier reserves the right to use any suggestions for improvement, comments, or proposals submitted to it without compensation.
- 11.2. Ownership and intellectual property rights to the Data stored in the Software belong to the Customer or a third party.
- 11.3. The Customer is responsible for the Data stored in the Software by Users, for ensuring that it has the right to use the Data, and for ensuring that it does not infringe the rights of third parties or violate any applicable laws.
- 11.4. The Customer shall indemnify, defend, and hold harmless the Supplier and its group companies from and against any claims, demands, costs, and expenses that arise out of or relate directly or indirectly from the Data or from the Customer's breach of these Terms and Conditions. The Supplier has the right, if it so chooses, to defend itself against the aforementioned claims.
- 11.5. Unless otherwise provided in section 4. Data Protection Terms, the Supplier has the right to use the Data as follows:
- a) The Supplier may freely compile and disclose the Data to Group companies or third parties for the purpose of preparing statistical reports, improving the Software, providing information services, and other similar purposes, provided that the individual Customer, User, or other natural person from whom the Data originates cannot be identified, recognised, or traced, either directly or indirectly, from the generated statistics, reports, or information services.
 - b) Based on the Data, the Supplier may target its own or third-party services within the Software to an individual User or Customer. In this context, Data may be disclosed to the party providing services based on the relevant targeting criteria, with the Customer's consent. However, the Customer may opt out of targeted services within the Software.
 - c) The Supplier may use Usage Data to bill for the use of the Software and to target marketing. The Supplier may share this Usage Data with subcontractors and partners. The Customer hereby specifically authorises the Supplier to provide the Partner with a monthly summary necessary for invoicing the Software. In addition, the Supplier may use the Customer's financial Data (such as monthly revenue) for billing purposes, provided that the corresponding annual key figures or line-item data are included in the financial statements published in the Trade Register.
 - d) The Supplier has the right to use data generated in connection with the processing of the Customer's Personal Data, such as log and metadata, in accordance with Section 4.4 of the Data Protection Terms, for the development of artificial intelligence models used in service delivery. Customer Information will not be used to train general-purpose or generative AI models that are unrelated to service delivery. The models and algorithms created in this manner are the property of the Supplier.
 - e) The provision of information services regarding the Customer's financial status based on the Customer's own Data, and the disclosure of such Data, requires the Customer's separate consent unless it is included in the Software's content as described in the Service Description.

f) The Supplier may process and disclose to third parties Data from which an individual can be identified only in accordance with the terms agreed upon in Section 4 and applicable data protection laws.

11.6. Unless otherwise agreed in writing, the Supplier is responsible for backing up the Customer's Data contained in the Software delivered via the data network, or for taking other technical measures leading to the same result, once per business day. In all other respects, the Customer is responsible for backups.

11.7. If the Data stored by the Customer in the Software has been destroyed, lost, altered, or damaged, in whole or in part, as a result of an action taken by the Customer, the Supplier has the right to charge the Customer for restoring the data.

12. LIMITATION OF LIABILITY

12.1. In addition to the warranties expressly set forth in these Terms and Conditions, the Supplier makes no other warranties regarding the Software's fitness for a particular purpose, the Software's quality, non-infringement of third-party rights, or any other matter.

12.2. The Supplier shall not be liable to the Customer, Partner, or Accounting Firm for any indirect or consequential damages. The Supplier's aggregate maximum liability for all damages, claims, and liabilities arising out of these General Terms and Conditions, the contractual relationship, or the Software provided by the Supplier to the Customer, regardless of whether they relate to one or more Software products, order, or contract document, shall be limited to an amount equal to the total price, excluding value-added tax, paid by the Customer to the Supplier during the two (2) months preceding the occurrence of the damage. However, the Supplier's liability in all circumstances shall not exceed a total of ten thousand (10,000) euros during the entire term of the Agreement.

13. CONFIDENTIALITY

13.1. The parties, their employees, or their group companies may not use or disclose the other party's confidential data to a third party except as provided in these Terms and Conditions. However, the Supplier may always disclose confidential information it has received to its subcontractors. The parties shall treat the other party's confidential data with at least the same level of care as they treat their own confidential data, provided, however, that confidential data is always treated with at least a reasonable level of care.

13.2. The Supplier has the right to list the Customer in its list of references.

14. FORCE MAJEURE

14.1. The Supplier has the right to postpone the delivery date, terminate the agreement, or modify the Software without incurring any penalties, if it is prevented from conducting its business due to a cause that it had no reason to foresee at the time the agreement was entered into and that is beyond its control. Such an event may include, among other things, war, rebellion, civil unrest, a pandemic, compulsory acquisition or seizure by a government authority for public use, an import or export ban, a natural disaster, an interruption in public transportation or energy distribution, a labour dispute, or a fire, a disruption in telecommunications or other electronic communications beyond the Supplier's control, or any other cause beyond the Supplier's control that has an equally significant impact. If the cause of the delay continues for more than three (3) months, the Customer is entitled to terminate the agreement in writing.

15. TERM AND TERMINATION

15.1. The following documents, listed in order of precedence, form an integral part of this agreement ("Agreement"):

- 1) A software agreement, or a subscription or registration form that serves as a substitute for it, or a partnership agreement,
- 2) Any delivery documents related to the software delivery, [including specifications and project plans]
- 3) Service description,
- 4) Special terms and conditions related to Software or Services,
- 5) Price List,
- 6) Description of the Processing Documents
- 7) These Terms and Conditions.

15.2. The Supplier may amend these Terms and Conditions and other applicable contractual terms in response to changes in legislation, industry practices, or the content of the Software, or for any other reason related to the Software. By using the Software, the User accepts the currently valid version. The Customer and the Partner must be notified of any changes to the terms and conditions no later than thirty (30) days before they take effect, either through the Software or via a separate notice. If the Customer or Partner does not accept the amendment to the terms and conditions, it must notify the Supplier of its termination of the agreement before the amended terms and conditions take effect. In such cases, the agreement may be terminated subject to a notice period of no more than six (6) months, and the amended terms and conditions will not take effect during the notice period.

15.3. Unless the parties have agreed otherwise, this agreement shall remain in effect until further notice, and the Customer may terminate this agreement by providing one (1) month's notice, and the Partner or Supplier may terminate this agreement by providing three (3) months' notice, provided, however, that the agreement shall then terminate on the last day of the month in which the termination takes effect. Notice of termination must be given in writing. A fixed term agreement remains in effect until the agreed-upon expiration date, unless the Customer terminates the agreement early in accordance with the termination terms set forth above. The Customer may terminate a specific Software product or module separately in accordance with the termination terms, without this automatically terminating other Software products covered by the Agreement.

15.4. A Party may terminate the agreement in writing with immediate effect if (i) the other party is declared bankrupt or placed in liquidation, becomes permanently insolvent, or makes transfers or takes actions that favor creditors, or (ii) the other party substantially breaches its obligations under the agreement and has not remedied such breach within thirty (30) days of receiving a notice of such breach from the other party.

15.5. The Supplier has the right to terminate the Agreement or limit the performance of its obligations under the Agreement if the Supplier has (i) a valid reason due to Sanctions or (ii) the Customer misuses the Software for purposes that violate this Agreement or the law. The Supplier is not liable for any damage caused by such termination or restriction.

15.6. If the Customer does not use the Software provided to the Customer free of charge, the Supplier shall have the right to interpret the Customer's failure to use the Software, as specified in the Service Description, as grounds for terminating the agreement. The Customer's right to use the Software will expire at the end of the notice period.

15.7. If the Customer has chosen a price based on advance payment for a specific period, advance payments will generally not be refunded if the Customer cancels the service during that billing period.

16. CHANGING DATA PROCESSING SERVICE PROVIDERS (EU DATA ACT)

16.1. The Customer has the right, upon request, to switch from the Software it uses to a comparable service provided by another service provider or to transfer all transferable Data and its digital assets to its own (or one managed by a third party) information and communications technology environment ("Switching Process"). This agreement shall remain in effect during the Switching Process, and upon completion of the Switching Process, the agreement shall be deemed terminated in accordance with these terms and conditions. The Customer is responsible for reimbursing the Supplier for any reasonable costs incurred in connection with the Switching Process (see Section 16.9). The Supplier does not guarantee that the Customer's Information or functionalities will work seamlessly with a third-party service or within the Customer's own environment after the migration.

16.2. The Customer initiates the Switching Process by submitting a written switching request to the Supplier. If the Customer wishes the Switching Process to apply only to a specific service under the agreement or to a limited portion of the Customer's Data or digital assets, this must be specified in the switching request. The notice period required for the Switching Process is no more than two (2) months from the date of receipt of the Customer's switching request, unless a shorter notice period specified in the agreement applies ("Notice Period").

16.3. The Customer has the right to complete the Switching Process during a transition period of thirty (30) calendar days (the "Transition Period"). The Transition Period begins upon the expiration of the aforementioned Notice Period. The Supplier must, within fourteen (14) business days of receiving the switching request, notify the Customer if it is technically impossible to complete the Switching Process during the Transition Period. In that case, the Supplier shall specify an alternative Transition Period not exceeding seven (7) months. The Supplier also has the right to refuse any procedure that, when assessed objectively, would jeopardise data security, the Supplier's trade secrets, or the continuity of services for other customers. The Customer also has the right to extend the Transition Period once, according to their own needs.

16.4. During the Switching Process, the Customer may request one or more of the following actions:

- a) Switching to another data processing service provider;
- b) Switching to the Customer's own information and communications technology infrastructure or that of a third party designated by the Customer; or
- c) Deletion of the Customer's transferable information and digital assets upon termination of the service.

If the Customer does not specify the aforementioned action in their request for replacement (or terminates the agreement without requesting the Switching Process), the Customer shall be deemed to have selected option (c), in which case the Supplier will delete the Customer's Data and digital assets in accordance with Section 16.8.

- 16.5. During the Transition Period, the Supplier shall i) provide the Customer and its authorised third parties with reasonable assistance in the Switching Process; ii) exercise due care to maintain business continuity and continue to provide the Software pursuant to the Agreement; iii) provide clear information regarding any known risks to the continuity of the Software provision; iv) ensure that a high level of security is maintained throughout the Switching Process, particularly with regard to data security during the transfer and the ongoing security of data during the data retrieval period, in accordance with applicable law; and v) support, to the extent reasonably possible, the Customer's exit strategy related to the Software provided by the Supplier, including by providing relevant information.
- 16.6. The Customer agrees to cooperate in all reasonable measures to ensure an efficient Switching Process. The Customer is responsible for converting their data and digital assets to a format compatible with the target system, as well as for transferring and implementing them in the new service or in their own environment. The Customer or any third parties authorised by it agree to respect all intellectual property rights in the materials provided by the Supplier as part of the Switching Process, including but not limited to copyrights, trademarks, trade secrets, and know-how. Such materials are the exclusive property of the Supplier, and no rights, licenses, or benefits are granted to the Customer or any third party, unless otherwise specifically agreed in writing. If applicable, the Customer agrees to grant access to these materials and, if necessary, to grant a sublicense for their use to third parties or a new Data Processing Service Provider only to the extent necessary to complete the Switching Process until the end of the agreed Transition Period, in compliance with confidentiality obligations and the intellectual property rights granted by the Supplier.
- 16.7. The Agreement shall terminate, and the Customer shall be notified of such termination, when: (i) the Switching Process has been successfully completed; or (ii) the aforementioned Notice Period expires in a situation where the Customer does not migrate to the new service but instead removes the transferable Data and digital assets from the Software.
- 16.8. The Customer's transferable data and digital assets will be available to the Customer for 30 days following the end of the Transition Period (retrieval period), after which the Supplier will permanently delete them, provided that the Switching Process has been completed. Notwithstanding the foregoing, the Supplier has the right to retain such data as is required to be retained under applicable law or that is necessary to fulfill the Supplier's legal obligations or to protect its legitimate interests, such as to demonstrate that it has fulfilled its contractual obligations under the Agreement, as well as data typically retained as backup copies.
- 16.9. The Supplier does not charge a separate fee for the standard, automated disclosure of Customer Data during the Switching Process. If the Customer requests the Supplier to take measures other than the standard measures mentioned above to transfer the Data or to terminate the service, the Supplier shall be entitled to charge reasonable, cost-based fees for such measures within the limits permitted by the Data Act. If a fixed-term contract is terminated before the agreed expiration date due to a Switching Process initiated by the Customer, the Supplier is entitled to reasonable compensation for early termination, the amount of which will be determined on a case-by-case basis, taking into account, among other things, the remaining duration of the contract period and the costs incurred by the Supplier as a result of the Switching Process. If advance payments have been made for the use of the Software Service, they will not be refunded to the Customer but will be considered reasonable compensation to the Supplier for early termination.
- 16.10. Detailed information regarding the technical arrangements for the Switching Process—such as a more detailed breakdown of the data and digital materials that can be migrated, supported migration methods and formats, and, if necessary, information regarding the location of the server infrastructure—is available on the Supplier's website and/or in the Service Descriptions.

17. GENERAL TERMS AND CONDITIONS

- 17.1. Neither party has the right to transfer the agreement, even in part, without the other party's written consent. However, the Supplier may transfer the agreement to a group company at any time, or to a third party in connection with a corporate restructuring or business transaction, or upon the sale of a substantial portion of the Supplier's assets to which the agreement relates. The Supplier has the right to assign its receivables under this Agreement to a third party by notifying the Customer of the assignment in writing. The Supplier has the right to use subcontractors in the provision of the service, subject to the data protection terms agreed upon in Section 4.
- 17.2. If any provision is held to be unlawful, invalid, or unenforceable, this shall not affect the legality, validity, or enforceability of the other provisions or of the agreement as a whole.
- 17.3. If a party fails to exercise any of its rights under this agreement, it shall not limit that party's right to invoke the terms of the agreement in similar cases in the future.
- 17.4. This agreement does not constitute a joint venture, employment relationship, franchise, agency, or any other form of partnership between the parties, nor does it authorise either party to represent the other or to make any commitments, agreements, or promises on the other party's behalf.
- 17.5. All information and notices related to this agreement and addressed to the other party must be provided in writing (i) by registered mail, in which case the notice shall be deemed to have been received by the party seven (7) days after mailing, (ii) by express mail, in which case the notice shall be deemed to have been received by the other party two (2) days after mailing; (iii) by email, in which case the notice shall be deemed to have been received by the other party upon transmission; or (iv) by posting a notice within the Software. Notices must be sent to the official registered address or to any other address that has been provided.
- 17.6. This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its conflict of laws rules. Any disputes arising from these Terms and Conditions shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce, before a single arbitrator. The arbitration proceedings will take place in Helsinki, and the language of the proceedings will be Finnish. The arbitrator's award is final, binding on both parties, and enforceable by any competent court. A party has the right to seek a temporary protective measure. At the request of the Supplier, a claim for a monetary debt shall be adjudicated by the general court of the defendant's domicile.

18. SOFTWARE SALES TO CUSTOMERS WHEN THE ACCOUNTING FIRM ACTS AS AN AGENT

- 18.1. The Accounting Firm has the right to provide its reputable clients with no payment history defaults with the Software specified in the Accounting Firm Cooperation Agreement, in accordance with the Supplier's current contract policy and these terms and conditions. The Accounting Firm undertakes to comply with the checks set forth in Section 5, "Sanctions," to ensure that the Accounting Firm's Customer is not subject to sanctions.
- 18.2. The Accounting Firm must reliably verify the account access rights and signatory authority of the Customer's representative. The signed order form must be submitted to the Supplier. The Supplier may decline the order if necessary.
- 18.3. The Accounting Firm may sign the order form on behalf of the Customer if the Accounting Firm has received the necessary authorisation from the Customer, either separately or as part of its own service agreement. If this has been done, the signed authorisation must also be returned to the Supplier along with the order. The Accounting Firm is responsible for ensuring that the Customer is aware of the

Software's terms of use and other terms and conditions, and that the Customer agrees to comply with these terms.

- 18.4. The Supplier shall pay the Accounting Firm a sales commission for the use of the Software by the Customers it represents, in accordance with the Accounting Firm Cooperation Agreement or its attachments.
- 18.5. The Accounting Firm's right to a sales commission begins when the Accounting Firm has notified the Supplier in writing of the commencement of the agency relationship. The Accounting Firm's right to a sales commission ceases if the Accounting Firm's representative relationship with the Customer ends (for example, if the Customer switches to another Accounting Firm or begins handling its own accounting in-house). The Accounting Firm must notify the Supplier without delay if its agency relationship with the Customer ceases. The notification must be submitted in writing.
- 18.6. For any given Customer, a sales commission is paid to only one Accounting Firm at a time. If a Customer uses multiple Accounting Firms for accounting services, only the firm that first represented the Customer is entitled to a sales commission.
- 18.7. The Supplier may provide the Accounting Firm with various materials and guidelines regarding the provision of the Software, opening customer accounts, implementation, user training, customer support, and other aspects of the service. The Accounting Firm must follow these guidelines.
- 18.8. The Accounting Firm sets up each new Customer in the Software. With regard to the Finago Procountor Tallennus Software, Customers are placed directly into production use; with regard to the Finago Procountor Software, the Supplier will make it available to the Customer for production use after processing the Customer's order. The Accounting Firm will ensure that the necessary bank authorisation form has been signed and sent to the bank, and that the Customer's administrator has access to the Software.
- 18.9. The Accounting Firm will verify that the Customer's computer hardware, operating system, and software suite are compatible with the Software's operating environment. If the Customer needs assistance with implementing the Software, the Accounting Firm agrees to provide guidance to the Customer either directly or through training it organises.
- 18.10. The Accounting Firm is obligated to provide the Customer it represents with the necessary support in using the Software. If the Accounting Firm is unable to answer the Customer's question or resolve a problem related to the Customer's use of the Software, the Accounting Firm will contact the Supplier's customer support. The Accounting Firm is required to provide the Customer with a response.
- 18.11. The Accounting Firm's contact person is responsible for ensuring that information is communicated within their own organisation so that the Accounting Firm's staff receives the necessary information regarding the use of the Software. The Accounting Firm is obligated to inform the Supplier of any essential changes in its operations. The Accounting Firm is also obligated to inform the Supplier without delay of any complaints or feedback concerning the Supplier.
- 18.12. The Supplier grants the Accounting Firm the right, but not the exclusive right, to use trademarks belonging to the Finago Group, such as the Finago, Tikon, or Procountor trademarks. This right applies only to marketing, demonstration, and training activities conducted in accordance with this agreement and remains in effect only for the duration of this agreement. Each trademark must be used in accordance with the Supplier's instructions, or its method of use must be agreed upon separately. The use of the trademark must not be misleading, and it must be stated in connection with its use that the trademark belongs to the Supplier.
- 18.13. The Accounting Firm agrees not to register, anywhere in the world, any trademark, trade name, Internet domain, or other registrable right, name, or symbol that is confusingly similar to, or could be confused with, the Supplier's product or service trademarks.

- 18.14. Copyrights and trademarks related to the Software, as well as confidential information, belong to the Supplier or a third party. This Agreement does not transfer any intellectual property rights to the Accounting Firm. The Accounting Firm agrees not to remove any trademark notices, the Supplier's logo, or other corporate identifiers from the Software, marketing or training materials, or any other materials or documents provided by the Supplier.
- 18.15. The Accounting Firm agrees not to use, directly or indirectly, any information obtained through this Agreement, the Software, marketing materials, or otherwise from the Supplier to develop any competing software or software component during the term of this Agreement and for a period of twelve (12) months following its termination.
- 18.16. The Accounting Firm is obligated to notify the Supplier without delay of any infringements of the Supplier's rights that it discovers.
- 18.17. The Supplier shall not be liable for any commitments or promises made by the Accounting Firm regarding the content, delivery, or use of the Software, except as specified in this Agreement or in the standard customer agreement and its attachments.
- 18.18. This Agreement does not grant the Accounting Firm the exclusive right to market or offer the Software, nor does it in any way restrict the Supplier's right to sell, market, or offer the Software directly or through other Accounting Firms, resellers, or agents. The Accounting Firm is not authorised to transfer any rights or obligations under this agreement to a third party.

19. SPECIAL TERMS AND CONDITIONS FOR CONSULTING AND OTHER EXPERT SERVICES

- 19.1. These Special Terms and Conditions for Consulting and Other Expert Services apply to the extent and when the Service Description specifies, or the Customer has otherwise ordered, customer-specific software-related expertise, consulting, an implementation project, or other services provided by experts related to the use or content of the Software. If these special terms conflict with anything agreed upon elsewhere in these Terms and Conditions, the provisions of these special terms and conditions shall apply.
- 19.2. Unless otherwise agreed in writing, the intellectual property rights to documents and other deliverables resulting from the expert services, as well as any modifications made to them by the Supplier, shall belong to the Supplier.
- 19.3. Unless otherwise agreed in writing, the Customer has the right to use the documents and other deliverables resulting from the expert services in its internal operations. The granted right of use is specific to the Customer and does not apply to the Customer's group companies as defined under the Accounting Act, unless the parties have separately agreed in writing in advance on the terms and conditions regarding any changes to the scope of use. The Customer is not entitled to sell or otherwise transfer to a third party any documents or other results arising from the expert services, except for the purpose mentioned above.
- 19.4. A Customer or Partner may not hire a person who is or has been employed by the Supplier and who performs or has performed key tasks related to the expert service in question, nor may they enter into any other agreement or otherwise arrange for such an arrangement with the purpose of obtaining that person's services until 6 months have elapsed from the termination of the relevant expert service or employment relationship, whichever occurs first. If a party to this agreement violates this recruitment restriction, that party shall be obligated to pay the other party a contractual penalty equal to 6 months' gross salary (subject to withholding tax) of the person in question. However, the recruitment restriction

does not apply if the person's employment was terminated for reasons attributable to the employer, or if the person is hired at their own initiative in response to a public job posting.

20. OTHER SPECIAL TERMS AND CONDITIONS

20.1. The following special terms and conditions apply to on-premise Software and maintenance services [\[here\]](#)

20.2. The following special terms and conditions apply to the Finago Procountor Software [\[here\]](#)

20.3. The following AI Terms and Conditions apply to AI features [\[here\]](#)

20.4. The special terms referred to in this section form an integral part of these Terms and Conditions, and unless otherwise stated, the definitions used in these Terms and Conditions also apply to the special terms.