

TERMS OF USE FOR FIVALDI API

1. Introduction

Visma Solutions Oy ("Visma") provides a Fivaldi software application for its customers. These terms apply to third party software vendors ("ISV Partner") who will integrate their own software to Visma's application interface ("API") and use it for the benefit of themselves and/or their customers.

The ISV Partner is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable, and terminable right to use Visma's application programming interfaces (Visma APIs) to integrate software not provided by Visma into the Visma's software application ("Integrated Application"), provided that the ISV Partner complies with these terms.

2. API and User rights

The ISV Partner is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable and terminable right

- to use and make calls to the APIs and to display fetched content in the Integrated Application
- to integrate, develop, test, operate and support Integrated Application

Visma API and all its components, Visma software applications and other materials or services from Visma provided under these terms, are provided "as is" and "with all faults". Visma shall strive to inform about changes to API's in advance. Visma reserves the right to make modifications to or discontinue the Visma API's, and/or support thereof, at its sole discretion at any time, and without any obligation or liability accruing therefrom. Modifications may require that the Integrated Application use a supported version of the Visma API.

Visma (or its licensors) disclaim all warranties and guarantees, whether express or statutory, to the maximum extent permitted by law, including implied warranties of merchantability, title and fitness for any purpose. Visma makes no warranty or guarantee as to a) the reliability, accuracy or completeness of the Visma API and associated materials, b) that any use thereof will be secure, timely, uninterrupted, error-free, or meet ISV Partner's requirements or expectations, or c) that Visma will continue to provide, maintain or offer the Visma API in the future. Visma reserves the right to charge additional fees for any Visma API or development environment, current or future, including making the right of use or sale of Integrated Applications contingent upon payment of such fees.

Visma reserves the right to, in its sole discretion, suspend the ISV Partner's access to and use of the Visma API or any part thereof, temporarily or permanently, if Visma suspects that the ISV Partner's use of the Visma API and/or the Integrated Application is in non-compliance with these terms, Visma API documentation or otherwise jeopardise the security, performance or stability of Visma's software applications or causes harm to Visma, its customers, other partners and/or their data.

The ISV Partner shall not, nor permit any third party to, use the Visma API or any part thereof in a manner that violates applicable law, regulation or these terms, the rights (including intellectual property rights) of any third party, or otherwise in a manner that interferes with Visma's business practices or Visma's software applications.

The right of use the Visma API may not be transferred, delegated assigned, transferred or sub-licensed to any entity whatsoever, in whole or in part, under any circumstances (including but not limited to mergers and demergers, bankruptcy, change of ownership or control, or to affiliates), without prior written authorisation in each case from Visma.

3. Requirements for Usage of the API and the data

The ISV Partner is fully responsible for the development, implementation, operation, maintenance and support of Integrated Application(s), including all employees and subcontractors needed in all actions during the lifecycle of

the Integrated Application(s). The ISV Partner is fully responsible for the actions of its subcontractors and other partners as its own.

The use of API and the data requires the following:

- All development and testing work must be done in a separate development environment.
- Visma or its subcontractors are not responsible, in any manner, for the content and functioning of the Integrated Application. The Partner is solely responsible for the content that the Integrated Application has created, updated or deleted from Visma's software application. If the content would become corrupted the ISV Partner shall immediately start corrective actions such as bug fixing and correcting the data.
- The ISV Partner is responsible for notifying all customers which relates to the transfer of their content from Partner's Integrated Application into Visma's software application.
- The ISV Partner must have all the necessary rights, licenses and permissions for Partner's customers to use, distribute and display data in the ISV Partner's Integrated Application.
- The ISV Partner shall implement two-way connectivity with Visma's software application and ISV Partner's Integrated Application with state-of-the-practice -level error handling, data transfer logging in transaction level and solution monitoring.
- Each of ISV Partner's Integrated Application connected with Visma's software application must have a unique identifier ("name") and require unique API credentials/keys. These identifiers and credentials must be used with all transactions submitted through Visma's software application's API's.
- If an API key is stored in the ISV Partner's Integrated Application, special attention should be paid to security as well as integrity of the API keys. The ISV Partner shall contact Visma immediately if suspicions arise that a third party may be using ISV Partner's or its customer's API key, or if the API key is stolen or lost. Visma shall not be liable for any unauthorized access to or usage of Visma's software applications due to misuse of ISV Partner's or ISV Partner's customer's API keys.

4. Restricted Use of the API and the data

The use of API and the data is restricted as follows:

- All actions that may interfere or attempt to interfere in any matter with the functionality or proper functioning of Visma's software applications is prohibited.
- Integrated Applications can only be provided via API
- It is prohibited to reverse engineer, disassemble or decompile all material that is property of Visma.
- Visma's intellectual property rights are not transferable, sublicensable or any other way assignable to other third parties.
- Integrated Applications provided via APIs shall not violate any rights of Visma or any third parties.
- APIs shall not be used for marketing purposes nor causing harm or damage.
- APIs shall not be used for monitoring the availability, performance or functionality of Visma's software applications, or benchmarking, or for any other harmful or illegal purposes.

5. Security

The ISV Partner shall ensure that the Integrated Application and all systems related to it, such as web servers and databases, are configured to provide appropriate security with such organisational, technical and physical security measures designed to ensure the confidentiality, integrity, availability and resilience of such software application, service and information. The ISV Partner must immediately report any security breaches, such as intrusion, unauthorised use or vulnerability to Visma.

6. Intellectual property rights

Under these terms all intellectual rights, including but not limited to copyrights, patents, trade marks, design rights, utility models, domain names, trade secrets, computer software source code, binary code, databases, etc. remain the property of the party who owned it prior to the entry in force of these terms or developed it during the validity of these terms. For the avoidance of doubt, Visma and/or its licensors own all intellectual property rights to Visma's software applications. For clarity, the Visma API is a property of Visma.

The ISV Partner will indemnify and hold harmless Visma, its customers and partners from or against any claims where a third party claims that the ISV Partner's use of the Visma API, the Integrated Application or the API content is in conflict or infringement with a third party's intellectual property rights, or is in breach or violation of applicable law or these terms, including losses, costs and expenses (including reasonable lawyer's fees). Visma shall notify the ISV Partner immediately of receiving such a claim, and shall cooperate with the ISV Partner at ISV Partner's expense in resolving the matter. The ISV Partner shall have full control and responsibility for the legal process and settlement, provided that Visma is released from all liability.

7. Liability

Visma's liability is limited to direct damages. Visma shall not be liable for any indirect or consequential damages including but not limited to any loss of profit, loss of revenue, loss of business, loss of data, lost savings, claims from third parties, loss of goodwill etc. Visma is not liable for any loss of use, interruptions or changes in the Visma API, including changes or removals of functionality or features, failure of security, or data loss or loss of confidentiality, integrity or accuracy of data, nor for breaches of privacy, or any indirect, consequential, special, exemplary or other liability related to the Visma API or otherwise under these terms.

Visma's entire aggregate liability under these terms shall be limited to the amount the ISV Partner paid to Visma for use of the Visma API in the three (3) months preceding the event giving rise to liability. If the ISV Partner has not paid for the use of Visma API under these terms, Visma's entire aggregate liability shall be limited to five hundred (500) Euros.

8. Confidentiality

Each party may disclose or obtain information from the other party that should reasonably be understood to be proprietary, confidential or competitively sensitive ("Confidential Information"). The parties shall hold Confidential Information in confidence and take reasonable measures to protect the other party's Confidential Information, and not disclose it to third parties unless authorised by the other party to do so, or if required under mandatory provisions of law or regulations or pursuant to court orders. For clarity, all access keys, tokens or other login- or authentication information are Confidential Information, as are all non-public elements of the Visma API, and pre-release information about any Visma's software application.

Visma may disclose Confidential Information to affiliates, partners, subprocessors, or subcontractors to the extent necessary to provide the Visma API.

9. Term and termination

These terms are valid until terminated by either party. Either party may terminate these terms at any time with 30 days' notice by sending a written notification of termination to the other party. The ISV Partner's right to use Visma API shall cease upon termination of these terms.

10. Amendments

Visma shall have the right to amend or change these terms at any time by giving the ISV Partner a prior written notice.

11. Dispute resolution

Finnish law shall be applied for these terms, 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 these terms shall be finally settled in arbitration proceedings in Finnish in accordance with the rules of the Arbitration Board of the Central Chamber of Commerce, in which case the arbitral tribunal shall consist of one (1) arbitrator appointed by the Arbitration Board of the Central Chamber of Commerce. The place for arbitration shall be Helsinki.