

2 General Terms

General Terms of Agreement (FI, RoW)

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1 SUBSCRIPTION

1.1 SUBSCRIPTION SERVICE

In this document, Service(s) refer to the subscription of Software as a Service referred to in the Agreement and described in more detail in Supplier's standard service and product documentation ("Service Description") and provided by Supplier to its customers. The Service provision is always based on an Agreement between the Parties.

In this document, "Agreement" means the Sales Agreement or other services agreement executed together by the Parties with these General Terms of Agreement and other documents forming a part of the Sales Agreement.

1.2 IMPLEMENTATION SERVICES

Supplier will provide the implementation services as specified in the Agreement.

Customer shall be responsible for other necessary setup and implementation phase activities that will be performed by Customer or its third-party service providers. Such activities may include, for example, testing and instructions to Customer's own organization on how to set up the Service within Customer's internal systems and acquiring the required third-party services and concluding agreements for the Customer's bank connections. Supplier provides Customer with a user ID for Customer's Key User in the beginning of the Service implementation. Customer's Key User is responsible for creating and managing the necessary User details for its Users and their permissions. Logging into the Service requires a valid User ID. Customer is at all times responsible for managing the Users and their access right settings including ensuring proper access limitations for each User before the Service is taken into production use.

1.3 PROVISION OF SERVICE

Subject to Customer's payment of the Subscription Fees due under the Agreement, Supplier shall provide Customer with the Service specified in the Agreement for the duration of the Subscription Period. Additional subscriptions and services will be ordered by executing an add-on sales agreement or other such purchase order.

1.4 PERMITTED USE

Subject to the terms and conditions of the Agreement, Customer is granted the following usage rights for the Service described in the Agreement.

1.4.1 Accessing the Service

Customer may only access and use the Service through valid personal User IDs. Customer's personnel may not share User IDs with each other or with third parties. If more than one user logs into the Service using the same User ID, Supplier is entitled to suspend the Service for the User ID in question and claim additional fees. Customer shall ensure that its Users keep their User IDs and passwords securely stored and confidential. Customer shall be responsible for the use of the Service by the entities and Users in Customer's Group. Supplier may rely on any User ID, instruction, or information that meets the Service's automated criteria, or which is believed to be genuine by Supplier. Supplier may assume the email addresses and contact information submitted upon online registration are accurate and current.

1.4.2 Purpose of Use

Customer may use the Service only for its own internal business operations and the purposes set out in the Service Description. Customer may not introduce into the Service

(i) any data that is illegal to possess, store or use, (ii) any malicious code or (iii) any data that has an adverse impact on the Service. If Customer breaches this clause in a way that causes an immediate information security threat, Supplier may remove and delete all illegal or malicious data. Supplier will inform Customer about such action in accordance with section 6.

1.4.3 Customer Data and Data Protection

Customer will ensure that: (i) Customer Data is correct and in the right format as specified in the Service Description; (ii) its Users are familiar with the use and operation of the Service, and (iii) no other software, data, or equipment that has an adverse impact on the Service has been introduced. Customer is responsible for configuring its internal processes and IT system interfaces as needed to operate the Service.

Supplier's personal data processing agreement will be applied to the Agreement. Customer retains all rights to Customer Data, except Supplier's limited right to use Customer Data in operating the Service features for Customer's benefit. Supplier may, however, use the data included in Customer material and the data arising out of handling of Customer material for testing, development, and improvement of the Service provided that such data is anonymized and processed in accordance with applicable data protection laws.

1.4.4 Type of Subscription

With respect to each Service feature referenced on a Service Description, and for which the applicable Subscription Fee is paid when due, the Customer is granted a nonexclusive license to use to Service via data network and access the Service through the User IDs, to load Customer Data, and to operate the features of the Service during the Subscription Period according to the Service Description.

Other contractual documents are either delivered in conjunction with the Agreement or made available at <https://cash.nomentia.com/appendices> or otherwise provided by the Supplier or incorporated into the Agreement. Together with the Agreement, they specify the scope of the permitted use of the Service and available service levels.

1.4.5 Intellectual Property Rights and Indemnity

All rights, title, and interest in the Service and any other proprietary material provided by Supplier under the Agreement will remain with Supplier's Group (or third-party suppliers, if applicable). The Service is provided on a subscription basis, and it is not "sold" to Customer.

Either Party shall at its cost defend, indemnify, and hold the other Party harmless against any loss, damage, or costs finally awarded or settled in connection with claims, demands, or suits made or brought against either Party by a third party alleging (i) a breach by the other Party of its obligations towards the data subjects under applicable data protection laws and regulations; or (ii) that the performance, Customer's material or use of the Service as contemplated hereunder infringes the intellectual property rights of a third party, or otherwise harms a third party; provided, that the other Party (a) promptly gives written notice of these actions to the other Party; and (b) gives that Party sole control of the defence and settlement; and (c) provides to the other Party all reasonable assistance.

2 CUSTOMER SERVICE

2.1 CUSTOMER SERVICE

The paid Subscription Service contains Supplier's standard customer service described in Supplier's Customer Service Description.

2.2 NEW RELEASES AND MODIFICATIONS TO THE SERVICE

The paid Subscription Service also includes the release of new versions of the Service which are generally made available to all customers within the Subscription. New releases of the Service and related Service Descriptions may have additional or modified features, or some features may be removed from the new version. Supplier shall notify Customer in advance by email in case a new release of the Service contains substantial changes in the features.

Customer is responsible at its cost to ensure that Customer's systems support the changes in the Service. In case of private SaaS, Customer is also responsible for Supplier's costs for upgrading Customer dedicated environment unless agreed otherwise.

3 SUBCONTRACTORS

Supplier is entitled to use subcontractors in the provision of the Service and other purposes such as the outsourcing of Supplier's ICT infrastructure or related services. Processing of personal data by subcontractors is governed by Supplier's Data Processing Agreement.

Supplier is responsible for the work of its subcontractors as for its own work.

Customer shall be liable for its subcontractors' and service providers' work as for its own work. The use of the Service may require Customer procuring necessary related services from third-party service providers. Such related third-party services are not included in the Service unless this has been specifically defined in the respective Solution Description and mutually agreed in writing.

4 FEES AND PAYMENT TERMS

4.1 FEES

Subscription Fees, their pricing metrics and the length of the Subscription Period, implementation fees, and fees for eventual additional services, shall apply as specified in the Agreement. Any additional professional services requested by Customer shall be provided on Supplier's hourly rates as in force at the time of rendering such services.

Unless otherwise expressly agreed in the Agreement, Supplier is entitled to compensation for travel and accommodation and for allowance expenses. Any change attributable to Customer, as regards the Services or the preconditions applying to their implementation, implementation method or schedule, shall entitle Supplier to corresponding changes in Supplier's pricing and prices. Supplier shall also be entitled to invoice for any additional costs incurred due to the above reasons.

Notwithstanding anything to the contrary in the Agreement, price changes due to revised legislation or decisions of the authorities or due to general price increases invoked by underlying hosting provider, may be implemented by Supplier as of the first validity date of the revised law, decision, or premium.

If the Agreement is terminated for a reason attributable to Customer before Customer has taken the related Service into production use, Supplier shall have a right to charge the agreed fixed price for the implementation of the Service or, the actual work and expenses incurred by Supplier. To the extent that Supplier is unable to redirect assigned resources to other work due to a delay or change attributable to Customer, Supplier is entitled to charge Customer for resources that have not been able to be utilized due to Customer's inability to perform its obligations in accordance with the Agreement.

4.2 INVOICING AND PAYMENT TERMS

If the Parties later amend the scope of the Subscription, such as by adding product modules or users, the invoicing of Subscription Fees for such additional elements will begin from the effective date of the amendment. Supplier reserves the right to adjust the invoicing so that all Subscription Fees under the Agreement are invoiced for the same invoicing period, e.g. Supplier may invoice the first year Subscription Fees on pro-rata basis until the end of the then current invoicing period. Delay in implementation caused by Customer shall not defer payment.

Supplier will invoice monthly in arrears any professional services provided on time and materials basis, according to the services rendered.

Supplier shall charge Customer interest for possibly delayed payments in accordance with the relevant Interest Act. Customer shall make any claims concerning invoices before the due date thereof. No claim shall entitle Customer to delay the payment of the undisputed part of the invoice.

5 WARRANTY

Supplier warrants that after the Service is taken in production use, it will make all commercially reasonable efforts to ensure that the Service operates substantially in accordance with the applicable Service Description and that incidents are handled in accordance with Supplier's Service Description.

Supplier's liability for errors or delays does not extend to errors or delays caused directly or indirectly by Customer or any acts or omissions by Customer or by a third party under Customer responsibility (such as recipient of Customer material). If Customer has reported an error or delay and no error or delay for which Supplier is liable can be proven to exist, Customer shall compensate Supplier according to Supplier's then valid price list.

In the event of Supplier's failure to remedy an essential continuous failure to perform the Service in accordance with the agreed service levels during several measuring periods, Customer is entitled to terminate the Agreement.

Except as provided above, Supplier disclaims all express and implied warranties including implied warranties of merchantability or fitness for a particular purpose. Supplier does not warrant that the Service will operate error free or without interruption. Supplier does not warrant that Customer Data can be restored from the backup copies to the state preceding the error.

6 SUSPENSION OF THE SERVICE

Supplier has the right to suspend the performance of the Service due to, for example, installations of or changes or maintenance to the Service, as described in more detail in the Service Description.

Supplier shall notify Customer of these suspensions of the Service in accordance with the Service Description. Supplier is furthermore entitled to suspend the Service, and without prior notice, if this is required due to major unexpected events related to information security or other substantially similar matters that could jeopardize the integrity or security of the Service. Supplier shall however inform Customer about such major unexpected events as soon as reasonably possible afterwards. Supplier shall not be liable to compensate any potential damage incurred by Customer due to said suspensions.

In case of any delay in payment of an undisputed overdue amount for more than fourteen (14) days after a written reminder, Supplier may, in addition to any other consequences of such a delay also suspend the provision of the Services until Customer has paid in full.

7 CONFIDENTIALITY

The Parties shall keep confidential the Agreement, Agreement terms and any information concerning the other Party, their customers, their business operations or relationships, and any other information and material regarded as confidential, including, but not limited to any material and information provided by the Parties in connection with the provision of the Services.

The obligations set out above will not apply to information which a Party is required to disclose by virtue of mandatory law or a valid request of a competent court or other authority, or which (i) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or (ii) was created or rightfully known by the receiving Party prior to disclosure by the disclosing Party; or (iii) Is disclosed to the receiving Party by a third party who did not require confidentiality obligation; or (iv) was independently developed by the receiving Party without the disclosing Party's confidential information.

The Parties shall not reveal any confidential information or material to a third party without the written consent of the other Party. However, on a need-basis and subject to valid confidentiality commitment, Supplier may distribute materials and information required for the provision of the Services to Supplier's Group and to the subcontractors it uses.

This confidentiality obligation shall remain in effect for three (3) years after the termination of the Agreement unless the applicable legislation or governmental decrees require a longer period.

Despite what has been stated above, Supplier shall be entitled to use Customer's name and logo as a reference in Supplier's marketing and/or make an official statement of signing of the Agreement and its value. Further, with Customer's prior approval Supplier may arrange in co-operation with Customer reference visits, case studies, presentations, and other such activities for potential customers and client base.

8 LIMITATION OF LIABILITY

(1) Each Party's liability (including possible service credits or discounts, for example), for breach of the Agreement is restricted with respect to continuous Service (Subscription) to a one (1) month Subscription Fee effected at the time the cause of claim occurs. The aggregate liability of each Party in a calendar year may, however, not exceed three (3) months' Subscription Fees during the calendar year in which the cause of claim occurred. Under non-continuous Services, the liability of each Party is limited to twenty percent (20%) of the total value of the Service provided.

(2) If the parties have agreed on service credits, they shall be paid or credited only once for the same root cause and they will constitute customer's sole remedy for the non-achievement of the service level in question.

(3) To the maximum extent permitted by mandatory law, neither party shall be liable for any special, incidental, punitive, consequential, or indirect damages, including but not limited to loss of business, loss of data, loss of profits, loss of internal or external resources, errors or interruptions in use or business, cost of substitute products or services or damages payable to third parties, or any other loss that is difficult to foresee in terms of grounds, quantity, or otherwise.

(4) Limitations of liability do not apply in case of breach of confidentiality obligation or damages caused by wilful misconduct.

(5) Furthermore, limitations of liability do not apply or to each Party's liability for damages claimed by data subjects pursuant to EU General Data Protection Regulation or to each Party's liability in accordance with Article 82 (5) EU General Data Protection Regulation.

9 TERM AND TERMINATION

9.1 EFFECTIVE DATE

The Agreement shall be effective as of the date when it has been signed by both Parties. The terms for ordinary termination, renewal and expiry of the Agreement are stipulated in the Sales Agreement.

9.2 TERMINATION FOR CAUSE

A party may terminate the Agreement due to the other party's material breach of the Agreement, that has not been remedied within reasonable, at least 30 days' time from the party's written notice to the breaching party or if the other Party files for bankruptcy or submits an application for financial restructuring, or an application has been submitted for a Party to be declared bankrupt or subjected to restructuring.

9.3 RETURNING OF CUSTOMER DATA

Upon termination of a Subscription and in exchange for a reasonable compensation, Supplier commits to return all Customer Data stored in the Service to Customer and upon Customer's request give reasonable assistance to Customer in issues relating to Customer stopping to use the Service. If not otherwise agreed in the Agreement, Supplier is entitled to destroy any Customer Data in its possession after three (3) months following termination of the Agreement.

10 OTHER TERMS

10.1 INFORMATION SECURITY

Supplier's information security policy directs the goals, responsibilities, and practices for information security management. More information is available in the Service Descriptions.

10.2 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties concerning the subject matter of the Agreement and supersede all prior and contemporaneous agreements, proposals, offers, orders, descriptions and web contents, and any terms attached thereto. Application of any general purchasing terms or similar in Customer's purchase orders or other trade documents is expressly rejected. No modification, amendment, or waiver of any provision of the Agreement shall be effective unless it is agreed in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted.

10.3 FORCE MAJEURE

The Parties shall be released from adhering to their obligations under the Agreement and liability for damages in force majeure circumstances, such as a war, a strike, a lockout, boycott, blockade, sabotage, act of terrorism, cyber-attack sponsored by hostile government, pandemic, accident, action taken by the authorities and other circumstances which the Parties have been unable to avoid and whose consequences they have been unable to prevent. The Party affected by the force majeure event shall immediately notify the other Party in writing of the force majeure event and describe at a reasonable level of detail the circumstances causing such force majeure event and with an estimate of the time at which the relevant circumstances are estimated to have been removed.

10.4 ASSIGNMENT

The Parties are not entitled to assign or transfer the Agreement or part of it without the other Party's written consent. Supplier is however entitled to transfer the Agreement or part of it without the consent of Customer to another company in Supplier's Group or to a third party acquiring the business that is subject to the Agreement.

10.5 GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement shall be governed by the laws of Finland excluding the choice of law stipulations. Any disputes between the Parties shall primarily be resolved through mutual negotiations. If an agreement cannot be reached in these negotiations, any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland and language of the arbitration shall be in the English.

11 DEFINITIONS

Customer means the legal entity or entities defined in the Agreement.

Customer Data means any data that Customer loads or enters into the Service or retrieves from the Customer's bank.

Customer's Group means Customer and any entity controlled by or under common control with Customer.

Intellectual Property Rights mean any copyright, trademark, trade secret, or other intellectual property rights valid under the Finnish Law or in the agreed country of use.

Service means the software and associated support services specified in the Agreement and accessed by using a remote connection or an URL as specified in the Agreement.

Services mean the Service as defined above together with any implementation and other professional services provided by Supplier under this Agreement.

Solution means Nomentia's proprietary and confidential software solution provided as a Service as specified in the Agreement.

Subscription Fees means the fees payable for the Service defined in the Agreement.

Subscription Period means the period during which Customer may use particular features of the Service.

Supplier means Nomentia entity signing the Agreement.

Supplier's Group means Supplier and an entity controlled by or under common control with Supplier.

User means an individual who works for Customer and uses the Service during the Subscription Period for the benefit of Customer and whom has been assigned a personal User ID.

Key User means a User that is responsible for creating and managing the necessary details concerning its Users and their permissions, channeling service requests to Supplier and performing other tasks assigned to Key Users in the Service Description.