

Maventa™ Customer Agreement

Updated May 18, 2018

1. Scope of the Agreement

This Maventa Customer Agreement (“Agreement”) is a binding agreement between Visma Solutions Oy, a legal entity organized and existing under the laws of Finland, Business ID 19675438 (“Maventa” or “We” or “Us”) and You as Maventa Customer (as defined hereinafter in the Section “Definitions”) and contains the terms and conditions under which You may use the Services and Site.

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS BEFORE YOU USE THE SERVICES OR SITE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE ANY OF THE SERVICES OR SITE, AND IF YOU DO NOT AGREE TO ANY MODIFICATION TO THIS AGREEMENT MADE IN ACCORDANCE WITH THIS AGREEMENT, YOU SHALL CEASE THE USE OF THE SERVICES AND SITE. BY CLICKING THE “ACCEPT” BUTTON FOR THIS AGREEMENT OR BY USING ANY PART OF THE SERVICES OR SITE INDICATES THAT YOU ACCEPT THESE TERMS OR ANY MODIFICATION TO THIS AGREEMENT. YOU AGREE THAT YOU WILL REGULARLY CHECK THE SITE AND THIS AGREEMENT FOR ANY CHANGES.

YOU AS AN INDIVIDUAL WHO COMPLETES THE REGISTRATION PROCESS AND/OR USES THE SERVICES OR SITE REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY OR ORGANIZATION, ON BEHALF OF WHICH YOU ARE ENTERING INTO THIS AGREEMENT, TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST SELECT THE “DECLINE” BUTTON AND YOU MAY NOT USE THE SERVICES OR THE SITE.

THIS AGREEMENT INCORPORATES BY REFERENCE: SERVICES PRICE LIST; and

THE GENERAL CONDITIONS OF USE OF WEBSITE POSTED ON THE SITE (CURRENTLY WWW.MAVENTA.COM) (IN CASE OF CONFLICT THIS AGREEMENT SHALL PREVAIL)

all as they may be modified by Us from time to time in accordance with the process of modification in section 3.

2. Creation of Account

You on behalf of yourself as individual and on behalf of your entity or organization, represent and warrant that: (i) the information provided in connection with registration is accurate and complete; (ii) you as person are at least eighteen (18) years of age, and (iii) that your entity or organization is duly authorized to do business in the countries of operation, (iv) and you as individual accepting this Agreement are an authorized representative of your entity or organization to do so, and (v) your entity’s or organization’s employees, officers, representatives and other agents accessing the Services and Site are duly authorized to access the Services and Site and to legally bind entity or organization to this Agreement and all transactions conducted under this Agreement.

3. Modifications to this Agreement

We may modify this Agreement or any policy or other terms referenced in this Agreement or set new terms and conditions for any Service (collectively, “Revised Terms”) at any time by posting the Revised Terms on the Site. The Revised Terms shall be effective thirty (30) days after posting (unless other date is expressly stated when posting). You shall be responsible to check the Site regularly for changes to this Agreement. By using the Site or Services at any time after the Revised Terms becoming effective, You agree that You are bound by the Revised Terms. The pricing changes are in more detailed specified in Section 6.

4. Definitions

In this Agreement the following terms shall have the following meanings, unless the context otherwise requires:

“Account”

shall mean unique account created by You on the Site for Your use of the Services.

“Account Identifiers”

shall mean unique account identifiers that will be issued to You in accordance with the Section 12.

“Application”

shall mean a computer program application that Maventa Partners have interfaced with the Services, and whose purpose can be a) offering You products and/or services (electronically or otherwise), b) offering the Application by the Maventa Partner for installation and use by You, or c) a web application offered by Maventa Partner as a service over the Internet to You. Applications are solely the applicable Maventa Partner’s responsibility.

“Authorized Use Policies (AUP)”

shall mean the special terms of use of a Service and which are on the Site and updated from time to time and might require separate acceptance prior to use of the Service. In case of conflict and to the extent of conflict, the AUP shall prevail over this Agreement.

“Charging Information”

shall mean information and data from the usage of the Services through Maventa API by Maventa Customers through Applications as identified by User API Key.

“Maventa API”

shall mean proprietary application programming interface for machine to machine interconnection with Services.

“Maventa Associate”

shall mean users who have been granted by Maventa the right to use the Site and Maventa GUI for the purpose of using the Direct Marketing Service.

“Maventa Content”

shall mean forms of digital content, data, text, images, logos, user interface designs and creative designs, audio and video, or materials that We may license for Your use under this Agreement at Our sole discretion at any time as part of the Services.

“Maventa Customer”

shall mean users who have been granted by Maventa the right to use the Site, Maventa API and Maventa GUI for the purpose of accessing and using the Services.

“Maventa IPR”

shall mean the Services, Marks, and any other technology, code, libraries and software that We use to provide the Services and Site, including, without limitation Maventa API and Maventa Content, and any modifications, amendments or derivatives thereof, but excluding Applications and excluding materials that that have been licensed to You by Maventa under different license terms that explicitly exclude the materials from the scope of Maventa IPR.

“Maventa Graphical User Interface (GUI)”

shall mean the Site visible through the designed (by Maventa) human user interface of the Site and shall exclude Maventa API.

“Maventa Member”

shall mean each of Maventa Partner, Maventa Customer and Maventa Associate, and Maventa’s other users granted the status of Maventa Member by Maventa from time to time.

“Maventa Partner”

shall mean companies or other legal entities which have interfaced Application(s) with any of the Services.

“Service(s)”

shall mean any and all services that Maventa makes available for fee or no fee on the Site for the use of Maventa Customers. Direct Marketing Service is available only to Maventa Associates and is excluded from the license under this Agreement. The Services shall exclude any Applications that are not provided in the name of Us.

“Service Description”

shall mean the specification of Services and which are on the Site and updated from time to time.

“Site”

shall mean the Website that Maventa chooses to use at any time to offer the Services, including but not limited maventa.com website.

“Your Content”

shall mean data and/or content to the extent actually stored on Site by You or which You have sent to Us or used or transmitted as part of Your use of any Services, but excluding any Maventa IPR. For the avoidance of doubt it is agreed, that You may send content or data to Us only where the Services or other interface have been designed by Us to permit sending content or data to Us.

5. Use of Services and access to Applications

Subject to Your compliance with this Agreement and with the payment of fees for the Services We hereby grant You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, for the term of the Agreement, to access and use the Site and Services and access Maventa API through Applications, solely in accordance with the terms and conditions of this Agreement including the applicable Authorized Use Policies in force from time to time.

Your use of any Application(s) is solely governed by the terms and conditions separately agreed between You and the Maventa Partner providing the Application(s) for Your use (“Application Terms”). You acknowledge that the Application Terms might, without limitation, concern the fees and Partner’s product or service delivery terms related to the use of the Application(s), and can include fees the Maventa Partner may charge on Your usage of the Services in accordance with Section 6.3. For the avoidance of doubt it is agreed that Your use of any of the Services is always subject to the terms of this Agreement, even if the Services are accessed through Applications or charged by Partner.

6. Fees

6.1 Service Fees

You shall be responsible for any fees assessed by Maventa for transactions that You (as identified by your Account Identifiers) submit to Maventa for further delivery or processing.

The Services may be charged from You either by Maventa in accordance with Section 6.2, or by a Maventa Partner in accordance with Section 6.3.

6.2 Service Fees Charged by Maventa

The Services charged by Maventa covered by this Agreement include both Services that Maventa make available for no fee (the “Free Services”), and Services that Maventa makes available for a fee (the “Paid Services”), both as specified from time to time in the Services Price List on the Site.

We may, in Our sole discretion, (i) begin charging fees for a previously Free Service, or (ii) cease charging fees for a previously Paid Service.

Fees for any new Service or new Service feature will be effective upon inclusion of the fee in the Services Price List on the Site.

We may increase or add new fees for any existing Service or Service feature, or implement a fee for any previously Free Service or Free Service feature, effective within thirty (30) days from revising the Services Price List on the Site.

All fees are exclusive of any national, federal, state, municipal, value-added, foreign withholding or other governmental taxes, duties, fees, excises, or tariffs, or similar payments or charges whatsoever which shall all be added to the fees. You shall provide to Us information as reasonably requested by Us for determination whether VAT has to be collected, or for other taxing purposes.

Invoices are payable within fourteen (14) days from the date of the invoice. Any overdue payment shall be subject to an overdue interest at the rate of fifteen (15 %) or, if higher, the rate set forth in the Finnish Interest Act per annum calculated from the due date to the actual date of payment.

The payment of the fees shall be made by wire transfer to the Maventa’s bank account or otherwise as instructed by Us from time to time. You shall bear all cost of making such payment and transfer. All amounts payable by You shall be made without setoff or counterclaim and without deduction or withholding. You shall notify Us in case any deduction or withholding is required by applicable law. You shall pay such additional amounts to Us as necessary to ensure that the net amount

received by Us equals the amount We would have received without deduction or withholding. You shall give Us proof that the correct amounts have been paid to the tax authority.

6.3 Service Fees charged by Maventa Partner

Maventa Partner may choose to charge you directly for Your use of the Services when You use the Services through such Maventa Partner's Application. In such case the Maventa Partner shall enter into an agreement with you separately for the fees and payment terms for the Services, whether separately for the Services or as a fee where fee for Maventa Partner's services or products or other offerings (offered though the Application) and fee for Services are bundled. For the avoidance of doubt, when Maventa Partner charges You in accordance with this Section 6.3 for Your use of the Services, You shall not be liable to pay for the Service to Maventa in accordance with Section 6.2.

6.4 Use of Applications

Any fees related to the use of Applications (including but not limited to prices for products and/or services and other offerings of Partner through the Applications) shall be charged by Maventa Partner in accordance with separate terms and conditions between Maventa Partner and You.

7. Personal Data

Parties agree to be comply in their own operations with the data protection regulation applicable to them, such as the EU's general data protection regulation.

We will process the information given or updated by You in Maventa user register or information or data related to Your use of the Partner Services or Site. Further details of this processing are described in attached Data Processing Enclosure.

We may also process personal data on Your behalf. In this case the terms and conditions of the processing are defined solely in attached Data Processing Enclosure.

We may form groups of recipients of direct marketing on basis of Your personal data and give access to those groups to certain Maventa Associates for the purposes of direct marketing. We and the third parties who are Maventa Associates from time to time, may use the information for the purpose of submitting direct marketing to You, and You hereby give Your explicit consent to such direct marketing by electronic means such as e-mail, sms, multimedia message or telefax. You may be contacted also for the purposes of direct marketing by other than electronic means, by Us and such Maventa Associates, such as in printed format such as letter, and by contacting You by telephone. Also Maventa may forward such direct marketing to You on behalf of such Maventa Associates. You will have the right to opt out from any or all direct marketing at any time by the mechanisms provided by Us.

8. Maventa GUI

You shall have the right to use the Maventa GUI as has been described in more detail in the applicable Service Description. Maventa GUI is intended for only to be used through a web browser by individual users, and You agree not to use or access Maventa GUI using any other way by any other computer program.

9. Your Content and Data Storage

In connection with Your usage of the Services such as Invoicing Service, you may store, retrieve and serve Your Content, which may include without limitation invoices, attachments to the invoices, recipient directories, and product directories.

YOU ACKNOWLEDGE THAT NEITHER WE NOR OUR SUPPLIERS ARE RESPONSIBLE IN ANY MANNER, AND YOU ARE SOLELY RESPONSIBLE, FOR YOUR CONTENT. YOU, WHEN USING THE INVOICING SERVICE, AGREE AND WARRANT THAT YOU WILL FOLLOW THE APPLICABLE LAWS THAT REGULATE THE ELECTRONIC INVOICING, AND OTHER LAWS APPLICABLE TO THE INVOICING AND YOUR OPERATIONS.

You acknowledge, that You bear sole responsibility for adequate security, protection and taking backups of Your Content. We strongly advise that You use encryption technology to protect Your Content from unauthorized access. Without limitation of Sections 17 and 18, we will have no liability to You or any third party for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your Content.

We may process Your Content, for the purposes of providing the Services and Your other authorized use of the Site, but otherwise We will not use or disclose Your Content to other parties or use it unless explicitly consented by You herein or unless needed for purposes of the following sub-paragraph.

We may disclose or use Your Content to the extent We need to enforce the terms of and monitor the compliance with the Agreement, at the request or order of court or a governmental or regulatory body or for other lawful purposes. We may also disclose Your Content to be operated by Our third party contractors to technically operate the Site or provide technical subcontracting in the provision of the Services, such as third party certificate authorities used in encrypting and digital signatures regarding the invoices.

10. Creation Of Account

Maventa Customer accounts are associated with a) User API Key, which is used to access Maventa API, b) username (Your email address), c) password (selected by You upon account creation and changeable by You at any time), d) Maventa ID (globally unique invoicing ID generated by Maventa upon account creation).

Maventa ID is a unique identifier that can be used to refer to You as a recipient in connection with the use of Services.

You have the right to create sub-accounts entitling also other persons in Your organization or entity to administer the use of the Site and Services under the terms of the Agreement. Any use of any of the accounts and sub-accounts shall be sole responsibility of You and any and all actions by using the accounts and sub-accounts shall be deemed to have been made in Your name.

User API Key is created by Maventa and is an immutable unique identifier used to identify and authorize the use of Your Maventa account in connection with transactions submitted to Maventa API.

Username and Password pair is used to identify and authorize the use of Your Maventa account (and sub-accounts, if any) in connection with Your usage of the Maventa GUI.

Your a) Username and Password pair, and b) User API Key are referred to as “Account Identifiers”.

Account Identifiers (i) identify Your account (and sub-accounts, if any) and (ii) allow You to make requests to the Site and/or Services. The Account Identifier will always uniquely identify Your account (and sub-accounts, if any). Account Identifiers are for Your personal use only, and You may not sell, transfer, sublicense or otherwise disclose Your Account Identifiers to any third party. You are responsible for maintaining the secrecy and security of Account Identifiers. You are fully responsible for all activities that occur under Your Account Identifiers, regardless of whether such activities are undertaken by You or a third party. You shall contact Us immediately if You believe a third party may be using Your Account Identifiers, or if Your Account Identifiers are lost or stolen. You are responsible for maintaining up-to-date and accurate information (including contact information) for Your Maventa account (and sub-accounts, if any). We disclaim any liability for any unauthorized access to or usage of Your Content or the Services due to misuse of Your Account Identifiers.

11. Linking and References

Subject to the terms and conditions of this Agreement, You may generally publicize that You are a Maventa Customer and user of the Services and You may place a simple and clear hyperlink in text form: <http://www.maventa.com> on Your commercial or non-commercial Internet site. From time to time Maventa will release various graphical images, such as buttons or banners which You may use unaltered instead of a plain textual link. The image must link to <http://www.maventa.com>. Maventa may at any time and without presenting a reason require that You delete or modify the hyperlink. By allowing links with third party Websites Maventa does not intend to solicit business of any third party, unless explicitly agreed otherwise. You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or any other automatic device, program, algorithm or methodology or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any of its content.

You agree not to misrepresent the relationship between Us and You, for example by implying that We support, sponsor, endorse, or contribute money to You or Your business endeavors unless separately expressly agreed in writing between You and Us. We have no obligation to certify or endorse any of Your Content.

During the term of this Agreement, we shall have the right to use Your name for reference purposes.

12. Marks

We hereby grant You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, during the term of the Agreement to use such trademarks, service marks and logos of Maventa and/or its licensors (“Marks”) as and in the form as granted from time to time in the Maventa™ Trademark Guidelines page, which are incorporated herein by reference, and as revised by Maventa from time to time, solely for the purpose of the reference purposes in Section 11.

You may not remove, obscure, or alter any notice of any Mark, or other intellectual property or proprietary right appearing on or contained within the Services or Site or on any Maventa IPR.

You may not use the Marks in any manner that disparages Maventa, its affiliates or its licensors, or that otherwise dilutes any Mark, and You agree to follow Maventa™ Trademark Guidelines and other directions given by Maventa from time to time, and to cease the use of any of the Marks immediately upon Maventa requiring You to do so. Any use by You of the Marks shall inure to the benefit of Maventa or its licensors and You hereby irrevocably assign to Maventa all right, title and interest in the same. In connection with Your licensed usage of the Marks hereunder, You shall conduct Your business in a professional manner and in a way that reflects favorably on the goodwill and reputation of Maventa.

Other than Your limited right to use the Marks as provided in this Agreement, We and our licensors retain all right, title, and interest in and to the Marks, and You may not use any trademark, service mark, trade name or other business identifier of Maventa or its affiliates or licensors or other Maventa Members unless You obtain Maventa's and any applicable third party's prior written consent.

You will not at any time now or in the future challenge or assist others to challenge the validity of the Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. You may not use "Maventa," any other trademark of Maventa or its affiliates, or variations or misspellings of any of them, in the name of an Application or in a URL (such as ".com", ".net", ".fi", ".mobi" . For example, the following are expressly prohibited "maventa.mydomain.com", "mavnta.fi" or "maventa.net".

13. Downtime and Service Suspensions

The access to and use of the Site and Services may be suspended for the duration of any unanticipated or unscheduled or scheduled downtime or unavailability of any portion or all of Site and Services for any reason, without any liability to You or any third party, including (i) as a result of power outages, system failures or other interruptions; (ii) to conduct maintenance or make modifications to Site or any Service; (b) in the event of a denial of service attack or other attack on the Site or Service or other event that We determine may create a risk to the Site or applicable Service, to You or to any of Maventa Members or site users; or (iii) We determine that any content of the Site, Application or Service is illegal or We otherwise deem it necessary or beneficial prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Subject to also Sections 17 and 18, We shall not be liable for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any such suspension.

14. Confidentiality

"Maventa Confidential Information" shall mean any information disclosed by Us, our business partners or our or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Maventa Confidential Information includes, without limitation, nonpublic documentation, plans, materials, designs, specifications, drawings, trade secrets, processes, know-how, technologies and related test results ideas, techniques, or inventions, customer information, financial information and other business affairs which information is proprietary to Us or our affiliates or business partners and is disclosed to You, whether in writing, orally, electronically or otherwise .

Maventa Confidential Information shall not include information which (i) is publicly available at the time of disclosure or later becomes publicly available through no breach of confidentiality

obligation under this Agreement; (ii) can be proved by documentation was known by You before receiving such information; (iii) is disclosed to You by without restriction as to use or disclosure, by a third party who, in making such disclosure or acquiring such information, did not violate obligation of confidentiality; (iv) You can prove by documentation has been independently developed by You without use, directly or indirectly, of the Maventa Confidential Information; or (v) You are obligated to disclose in accordance with law or a judicial or other governmental order provided that You, subject to what is permitted under applicable law, give Maventa reasonable notice prior to such disclosure and restrict disclosure of the information to the extent what is mandatory under the law.

You shall (i) not to disclose, distribute or otherwise make available Maventa Confidential Information to any third parties (ii) hold the Maventa Confidential Information in strict confidence; (iii) not to use or otherwise utilize for Your own or any third party's benefit such Maventa Confidential Information for any purpose except for purposes as explicitly agreed in this Agreement.

The confidentiality obligation under this Agreement shall survive any expiration or termination of this Agreement.

In case You and We are parties to a separate signed non-disclosure agreement and there is a conflict between the terms of the signed non-disclosure agreement and the terms of this Section 14, the terms of the signed non-disclosure agreement shall prevail.

15. Intellectual Property Rights

Maventa IPR. You acknowledge that any and all intellectual property and proprietary rights, other rights, title and interest in and to the Maventa IPR are and shall remain the property of Us or our licensors. We reserve all rights not expressly granted herein, and, by virtue of this Agreement or otherwise, You do not acquire any ownership interest or rights in Maventa IPR, except for the limited non-exclusive license rights expressly granted to You in this Agreement.

Your Content. Other than the rights and interests expressly set forth in this Agreement, and excluding Maventa IPR, You or Your licensors shall retain all right, title and interest to any and all intellectual property and proprietary rights, other rights, title and interest owned by You in and to Your Content.

Feedback. In the event You elect, in connection with any of the Services, to communicate to Us suggestions for improvements to the Services, Site or other Maventa IPR (collectively, "Feedback"), We shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and We shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to us and agree to provide us such reasonable assistance as We may require to document, perfect and maintain our rights to the Feedback.

Nothing in this Agreement shall be deemed to restrict Maventa's right to, and Maventa reserves the right to develop any products or services that may compete with Your products or services; or appoint third parties as developers or systems integrators who may offer such competing products or services.

16. Representations and Warranties

16.1 Use

You represent and warrant that You will not use the Services, Maventa IPR and Your Content: (i) in a manner that infringes, violates or misappropriates any rights of us or any third party; (ii) to engage impermissible spamming advertising, marketing or other such activities that, including, without limitation, violate anti-spamming laws and regulations; (iii) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, software, algorithms or other data that is subject to export laws; and/or (iv) in a way that is otherwise illegal or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Services or Site.

16.2 Your Content and Feedback

You shall be solely responsible for Your Content, and You represent and warrant: (i) that You are solely responsible for the development, operation, and maintenance of Your Content, including without limitation, the accuracy, appropriateness and completeness of Your Content; and (ii) that You have the necessary rights and licenses, consents, permissions, waivers and releases to use and display Your Content.

You represent and warrant that Your Content (a) does not violate, misappropriate or infringe any rights of Maventa or any third party, (b) does not constitute defamation, infringement of privacy or publicity rules, laws and regulations, (c) is not designed for use in any illegal activity or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; and (iv) does not contain viruses, worms, troijan horses, cancel bolts or any other computer code designed to disrupt computer or other systems.

You represent and warrant that any Your Feedback (as defined in Section 15), in whole or in part, contributed by or through You contains no third party software or any Open Source Software and does not violate, misappropriate or infringe any intellectual property rights of any third party.

Open Source Software. "Open Source Software" shall mean any software, documentation or other material that is subject to free software, open source software or similar licensing or distribution license or model, including but not limited to which meet the definition of open source software at site of the Open Source Initiative (now <http://www.opensource.org/docs/osd>) and free software on the site of Free Software Foundation (now <http://www.fsf.org/>), and include, without limitation, the licenses listed on the Open Source Initiative and the Free Software Foundation sites.

17. Warranty Disclaimer

THE MARKS, SERVICES, SITE AND THE UNDERLYING TECHNOLOGY AND SOFTWARE AND ANY AND ALL OF THEIR MATERIALS AND CONTENT, OR INFORMATION AND ADVICE PROVIDED BY US UNDER THIS AGREEMENT OR WHEN PROVIDING SERVICES OR WHICH CAN BE ACCESSED THROUGH THE SITE (COLLECTIVELY IN THIS SECTION "SITE MATERIALS") ARE PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND. MAVENTA AND ITS LICENSORS HEREBY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SITE MATERIALS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR SATISFACTORY QUALITY OR QUIET ENJOYMENT OR IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. EVEN IF WE OR ANY THIRD PARTY GIVE YOU ADVICE OR INFORMATION OR YOU RECEIVE ANY ADVICE OR INFORMATION THROUGH THE SERVICES, IT SHALL NOT BE DEEMED TO CREATE ANY WARRANTY UNLESS EXPRESSLY STATED IN THIS AGREEMENT.

THERE IS NO WARRANTY THAT THE SITE MATERIALS SHALL BE FREE FROM ERRORS OR THAT THE USE OF THE SITE MATERIALS WILL BE UNINTERRUPTED OR SECURE, OR FUNCTION AS SPECIFIED, OR FREE FROM VIRUSES OR OTHER COMPUTER CODE DESIGNED TO DISRUPT COMPUTER OR OTHER SYSTEMS, OR THAT DATA WILL NOT BE LOST OR DAMAGED.

THERE IS NO WARRANTY BY US OR OUR LICENSORS THAT THERE WILL NOT BE ANY SITE OR SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS, INCLUDING THOSE THAT AFFECT THE DISPATCH, RECEIPT OR PAYMENT OF THE RESPECTIVE INVOICES SENT BY USING THE INVOICING SERVICE.

Links. Use of and access to any third party websites whereto the Site or Services may contain links are at Your own risk. We are not responsible for the contents or functionality of any such third party websites or any website that can be accessed via links on any such third party sites. The inclusion of any such links does not constitute or imply our endorsement or validation of any third party site.

18. Limitation of Liability

MAVENTA OR OUR LICENSORS SHALL UNDER NO CIRCUMSTANCES HAVE ANY LIABILITY TOWARDS YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, DATA, USE OR GOODWILL, OR COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER INCURRED OR SUFFERED AS A RESULT OF USE OF OR UNAVAILABILITY OF THE SERVICES OR OTHERWISE, EVEN IF MAVENTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, MAVENTA'S AND ITS LICENSORS' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICE IN QUESTION DURING PERIOD OF THREE (3) MONTHS PRECEDING THE CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE AND MISREPRESENTATION AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT. IN CASE THE LAW APPLICABLE DOES NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THE LIABILITY OF MAVENTA AND ITS LICENSORS SHALL IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITATION OF THE FOREGOING IN THIS SECTION, THE FOREGOING IN THIS SECTION SHALL EXPLICITLY INCLUDE THE FOLLOWING DISCLAIMER OF LIABILITY: MAVENTA OR OUR LICENSORS SHALL UNDER NO CIRCUMSTANCES HAVE ANY LIABILITY TOWARDS YOU OR ANY THIRD PARTY FOR ANY THIRD PARTY APPLICATIONS, MATERIALS OR CONTENT SUCH AS MAVENTA PARTNERS' APPLICATIONS, ACCESS TO THEM, MATERIALS OR CONTENT THAT MAY BE ACCESSIBLE THROUGH THE SITE OR SERVICES UNDER THIS AGREEMENT.

19. Indemnification

You shall indemnify, defend and hold Us, our affiliates and licensors, each of our and their business partners (including operators of websites operated on behalf of Us) and each of our and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of (i) Your use of the Services and Site and/or Maventa IPR in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions, AUPs, and/or applicable law, (ii) Your Content including but not limited to any claim involving infringement or misappropriation of third-party rights and/or the use (in accordance with designed use), development, design, manufacture, production, advertising, promotion and/or marketing of Your Content, (iii) Your or Your employees' violation of any term or condition of this Agreement, including without limitation, Your representations and warranties, or (iv) Your or Your employees' willful misconduct.

We will notify You without unreasonable delay of any third party claim subject to indemnification. You shall defend against any such claim, provided that, however, We may at our option at Your expense defend (or for the avoidance of doubt to give the other indemnified third party to defend itself), until You to the reasonable satisfaction of Us start and continue to defend the claim. You may not settle any such claim without our prior written consent. We shall have the right, at any time, elect to take over control of the defense and settlement of the claim at Your expense, in case We reasonably determine that it is required to protect Our interest, rights or reputation.

20. Termination and Suspension

20.1 Termination by You for Convenience

You may terminate this Agreement at will at any time by (i) providing Us an e-mail notice of termination in accordance with Section 22 and (ii) closing Your main account for which We provide an account closing mechanism.

20.2 Termination or Suspension by Us Other than for Cause

We may, at our sole discretion, for any reason or for no reason, discontinue any Services at any time without incurring any liability towards You, under the following terms and conditions:

We may suspend Your right and license to use any or all Free Services or any associated Maventa IPR (if licensed to You), or, if You are only using Free Services, terminate this Agreement and provision of all Services to You, at any time, immediately by notice to You in accordance with the notice provisions set forth in Section 22 below, and

We may suspend Your right and license to use any or all Paid Services and any associated Maventa IPR (if licensed to You), or terminate this Agreement and provision of all Services to You, at any time by thirty (30) days' advance notice to You in accordance with the notice provisions set forth in Section 22 below.

20.3 Termination or Suspension for Cause

We may suspend Your right and license to use any individual Service or any set of Services, or terminate this Agreement and Your right to use all Services and Site, for cause effective as set forth below:

Immediately by notice to You if: (i) You attempt a denial of service attack on the Site or any of the Services; (ii) You seek to hack or break any security mechanism on the Site or any of the Services or We otherwise determine that Your use of the Site or Services or Maventa IPR poses a security or service risk to us, to any user of services offered by us, to any third party sellers on any of our websites, or to any of our or their respective customers or may subject us or any third party to liability, damages or danger; (iii) You otherwise use the Services in a way that disrupts or threatens the Site or Services; (iv) there is an unusual spike or increase in Your use of the Services; (v) We determine, in our sole discretion, there is evidence of fraud with respect to Your account; (vi) You use any of the Maventa IPR other than as expressly permitted herein; (vii) We receive notice or We otherwise determine, in our sole discretion, that You may be using Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; (viii) We determine, in our sole discretion, that our provision of any of the Services to You is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; (ix) subject to applicable law, upon Your liquidation, commencement of dissolution proceedings, disposal of Your assets, failure to continue Your business, assignment for the benefit of creditors, or if You become the subject of a voluntary or involuntary bankruptcy or similar proceeding; or (x) You otherwise materially breach the Agreement.

Five (5) days following our provision of notice to You in accordance with the notice provisions set forth in Section 22 below if You are in default of Your payment obligations hereunder or breach any other provision of this Agreement and fail, to cure such breach to our satisfaction within such five-day period.

20.4 Effect of Suspension or Termination

20.4.1 Suspension

Notwithstanding any suspension of Your use of Site or any Services or part thereof for any reason, the applicable Service Fees will continue to accrue for any Paid Services that are still in use by You, including Your continued storage of data on the Site or Service, and You shall remain liable for all fees, charges and any other obligations You have incurred through the date of suspension with respect to the Services, and all of Your rights with respect to the Services shall be terminated during the period of the suspension.

20.4.2 Termination

Upon termination of this Agreement for any reason You shall remain liable for all fees, charges and any other obligations You have incurred through the date of termination with respect to the Services; (ii) all of Your rights under this Agreement shall immediately terminate; and (iii) You

shall immediately return, or if instructed by us, destroy all Maventa Confidential Information and any Maventa IPR then in Your possession.

20.4.3 Survival

In the event this Agreement is terminated for any reason, the Sections 4 Definitions, 6 Fees (with respect to payments that are accrued but unpaid at the time of termination), 14 Confidentiality, 15 Intellectual Property Rights, 16 Representations and Warranties, 17 Warranty Disclaimer, 18 Limitation of Liability, 19 Indemnification, 20 Termination and Suspension, 21 Disputes and 23 Miscellaneous will survive the termination of the Agreement.

20.5 Data Preservation in the Event of Suspension or Termination

20.5.1 In the Event of Suspension Other Than for Cause

In the event of a suspension by us of Your access to any Service for any reason other than a for cause suspension under Section 20.3, during the period of suspension, (i) We will not take any action to intentionally erase any of Your Content or other Your data stored on the Services and (ii) applicable data storage charges will continue to accrue.

20.5.2 In the Event of Termination Other Than for Cause

In the event of any termination by us of any Service or any set of Services, or termination of this Agreement in its entirety, other than a for cause termination under Section 20.3, (i) We will not take any action to intentionally erase any of Your Content or other Your data stored on the Services for a period of thirty (30) days after the effective date of termination; and (ii) Your post termination retrieval of data stored on the Services will be conditioned on Your payment of Service data storage charges for the period following termination (when applicable), payment in full of any other amounts due us, and Your compliance with terms and conditions We may establish with respect to such data retrieval.

20.5.3 In the Event of Other Suspension or Termination

Except as provided in Sections 20.6.1 and 20.6.2 above, We shall have no obligation to continue to store Your Content or other Your data any period of suspension or termination or to permit You to retrieve the same.

20.6 Post-Termination Assistance

Following the suspension or termination of Your right to use the Services by Us or by You for any reason other than a for cause termination You shall be entitled to take advantage of any post-termination assistance We may generally make available with respect to the Services, such as data retrieval arrangements We may elect to make available. We may also endeavor to provide You post-suspension or post-termination assistance, but We shall be under no obligation to do so. Your right to take advantage of any such assistance, whether generally made available with respect to the Services or made available uniquely to You, shall be conditioned upon Your acceptance of and compliance with any fees and terms We specify for such assistance.

21. Disputes

This Agreement shall be construed in accordance with the laws of Finland (without regard to principles of conflicts of laws and the UN Convention on Contracts for the International Sale of Goods). All disputes arising out of or in connection with this Agreement shall be finally settled by one (1) arbitrator in accordance with the Rules of the Board of Arbitration of the Central Chamber of Commerce in Finland. The Arbitration shall be conducted in English language in Helsinki. The award of the arbitral tribunal shall be final and binding on the parties. Notwithstanding the above, nothing in this Agreement limits Maventa's right to seek injunctive or other relief in any national court of competent jurisdiction for any actual or alleged infringement of Our or any third party's intellectual property or proprietary rights and/or other rights under this Agreement or take legal actions concerning overdue payments.

You further acknowledge that our rights in Maventa IPR are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

22. Notices

Except as otherwise set forth herein, notices made by Us to You under this Agreement regarding for example Revised Terms, AUPs and changes of fees will be posted on the Site.

Notices made by Us under this Agreement for You specifically (for example notices of breach and/or suspension) will be provided to You via the e-mail address provided to us in Your registration or in any updated email address You provide to us in accordance with account information update procedures We provide from time to time.

You shall to keep Your e-mail address information update and You will be deemed to have received any e-mail sent to any such email address latest informed to Us as detailed above, upon our sending of the e-mail, whether or not You actually receive the e-mail.

For notices made by You to Us under this Agreement and for questions regarding this Agreement or the Services, You may contact Maventa as follows (or any other address or contact information as updated by Maventa from time to time):

support-vaf@visma.no and/or Visma Solutions Oy P.O. Box 934 FI-00101 HELSINKI, FINLAND

All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

23. Miscellaneous

Transfer of the Agreement. Maventa may assign the Agreement wholly or partly to any party without Your consent. You may not assign the Agreement or any of Your rights or obligations under the Agreement to any third party without Maventa's prior written consent. Subject to the above, this Agreement shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto.

Independent contractors. The parties' relationship shall be solely that of independent contractors and nothing contained in this Agreement, shall be construed to make either party an employee, agent, partner, joint venturer, or representative of the other for any purpose.

Third Party Activities. If You authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, You shall be deemed to have taken the action Yourself.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law or unenforceable, such provision shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. The remaining provisions of this Agreement shall remain in full force and effect.

Headings. Headings in this Agreement have been provided for convenience only.

Waivers. No waiver shall be binding upon Us unless made in writing and signed by a duly authorized representative of Us. No failure or delay by Us in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right. No waiver of any particular breach or any right or remedy by Us with respect to a breach shall preclude, affect or impair enforcement of any right or remedy with respect to any subsequent breach.

Entire Agreement. This Agreement incorporates by reference all policies and guidelines posted by Maventa on the Site, including all Authorized Use Policies, and constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all previous negotiations, understandings, and all oral and written agreements and all other communications between the parties with respect to the subject matter of this Agreement. However, this Agreement shall not supersede or terminate any signed written agreement in force between the parties, unless expressly agreed in written form.

Data Processing Enclosure to Maventa™ Customer Agreement

Agreement

This enclosure is an intrinsic part of Maventa™ Customer Agreement and it regulates processing of personal data related to agreements paragraph 7. Personal Data.

Definitions

The definition of Personal Data, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Controller and Processor is equivalent to how the terms are used and interpreted in applicable privacy legislation, including the General Data Protection Regulation (GDPR) from May 25th on.

The customer acts as the Controller for the data he has entered to Maventa service. The Processor operates in accordance with the Visma group Privacy Statement, available at <https://www.visma.com/privacy-statement/>, which is applicable to all companies within the Visma group.

In the Visma group Trust Center the Controller may find more information on how the Processor processes personal data. The purpose of this information is to enable the Controller to fulfill its duties to safeguard privacy when using a company within the Visma group to process personal data on their behalf. The Trust Center is available at <https://www.visma.com/trust-centre/>.

Scope of this enclosure

The Enclosure regulates the Processor's Processing of Personal Data on behalf of the Controller, and outlines how the Processor shall contribute to ensure privacy on behalf of the Controller and its registered Data Subjects, through technical and organisational measures according to applicable privacy legislation, including the GDPR. The purpose of the Parties is not to transfer any Controller's

statutory obligations to the Processor.

The purpose behind the Processor's Processing of Personal Data on behalf of the Controller is to fulfill the Customer Agreements and this Enclosure.

This Enclosure takes precedence over any conflicting provisions regarding the Processing of Personal Data in the Customer Agreements, or in other agreements made between the Parties. This Enclosure is valid for as long as the Parties have a valid Customer Agreement which includes Processing of Personal Data.

The Processor's obligations

The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's instructions. By entering into this Enclosure, the Controller instructs the Processor to process Personal Data in the following manner;

- i) only in accordance with applicable law,
- ii) to fulfill all obligations according to the Customer Agreement,
- iii) as further specified via the Controller' ordinary use of the Processor's services and
- iv) as specified in this Enclosure.

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

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

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

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

If the Controller requires information about security measures, documentation or information on how the Processor processes Personal Data in general, and such requests include information which exceeds what is necessary to comply with privacy legislation applicable to the Processor, then the Processor may charge the Controller for such additional services.

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

The Processor will, by notifying the Controller, enable the Controller to comply with the legal

requirements regarding notification to data authorities or Data Subjects about incidents.

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

- i) requests for the disclosure of Personal Data received from a Data Subject,
- ii) requests for the disclosure of Personal Data by governmental authorities such as the police

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

The Processor does not manage or is not responsible how the Controller uses the API integration provided by the Processor or a similar third-party software which integrates the service provided by the Processor. The Controller is fully responsible for these integrations.

The Controller's obligations

The Controller confirms by the signing of this Enclosure that:

- This Enclosure fulfils the requirements of the Controller to have in place a written data processor agreement according to privacy legislation applicable in the Controller's country of establishment.
- The Controller shall, when using the services provided by the Processor under the Customer Agreements, process Personal Data in accordance with the requirements of applicable privacy legislation.
- The Controller has legal authority to process and disclose to the Processor (including any subcontractors used by the Processor) the Personal Data in question.
- The Controller has the sole responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to the Processor.
- The Controller has fulfilled all mandatory requirements and duties to file notifications with or get authorisation from the relevant regulatory authorities regarding the processing of the Personal Data.
- The Controller has fulfilled its duties to provide relevant information to Data Subjects regarding processing of Personal Data according to mandatory data protection legislation.
- The Controller agrees to that the Processor has provided guarantees with regards to implementation of technical and organisational security measures sufficient to safeguard Data Subject's privacy rights and their Personal Data.
- The Controller shall, when using the services provided by the Processor under the Customer Agreement, not communicate any Sensitive Personal Data to the Processor, unless this is explicitly agreed in Appendix A to this Enclosure.
- The Controller shall maintain an up to date register over the types and categories of Personal data it Processes, to the extent such Processing deviates from categories and types of Personal Data included in Appendix A.

Use of subcontractors and transfer of data

As part of the delivery of services to the Controller according to the Customer Agreements and this Enclosure, the Processor makes use subcontractors. Such subcontractors can be other companies within the Visma group or external third party subcontractors located within or outside the EU. The Processor shall ensure that subcontractors agrees to undertake responsibilities corresponding to the obligations set out in this Enclosure. All use of subcontractors is subject to the Visma group Privacy

Statement.

The Controller may request to include an overview of the current subcontractors with access to Personal Data in an Appendix B. In addition, the Controller may find more information on subcontractors in the Visma Trust Center. The Controller may also request a complete overview and more detailed information about the subcontractors involved in the the Customer Agreements at any time.

If the subcontractors are located outside the EU, the Controller gives the Processor authorisation to ensure proper legal grounds for the transfer of Personal Data out of the EU on behalf of the Controller, hereunder by entering into EU Model Clauses or transferring Personal Data in accordance with the Privacy Shield.

If the Processor plans to change its use of subcontractors, the Controller shall be notified in advance. The Controller's right to object to such changes is limited to claiming that a new subcontractor, that process Personal Data on behalf of the Controller, is not compliant with applicable privacy legislation. After which the Processor shall demonstrate such compliance by giving the Controller access to the Processor's assessment of the new subcontractor in this regard. Upon further conflict, this shall be governed by clauses on remedies for breach of contract included in the Customer Agreement.

By signing this Enclosure, the Controller accepts the Processor's use of subcontractors as described above.

Security

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

The parties agree in Customer Agreement separately the measures or other security procedures carried out by Processor in processing the Personal Data. The Controller is responsible for the appropriate and sufficient information security of the necessary equipment and IT environment.

Audit rights

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

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

In any case, audits must be conducted during regular business hours at the applicable facility, subject

to the Processors policies, and may not unreasonably interfere with the Processors business activities. The Controller shall be responsible for any costs arising from the Controller's requested audits. Assistance from the Processor that exceed the standard service provided by the Processor and/or Visma group to comply with applicable privacy legislation, will be subject to fees.

Term and termination

This Enclosure is valid for as long as the Processor processes Personal Data on behalf of the Controller according to the Customer Agreements.

This Enclosure is automatically terminated upon termination of the Customer Agreement. Upon termination of this Enclosure, the Processor will delete if requested by Controller, or return in an appropriate format, Personal Data processed on behalf of the Controller under this Enclosure. The cost of such actions shall be agreed upon by the Parties and shall be based on; i) hourly rates for the time spent by the Controller, ii) the complexity of the requested process and iii) the requested format.

The Processor may retain Personal Data after termination of the Enclosure, to the extent it is required by law, subject to the same type of technical and organisational security measures as outlined in this Enclosure.

Changes and amendments

Amendments to the Enclosure may be done in accordance with Maventa™ Customer Agreements section 3. Modifications to this Agreement.

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

Liability

For the avoidance of doubt the Parties agree and acknowledge that each Party shall be liable for and held accountable to pay any and all administrative fines which a Party has been imposed to pay in accordance with GDPR. The liability for any and all other violations of the provisions of this Agreement or obligations under GDPR shall be governed by the liability clauses in the Customer Agreements between the Parties. This also applies to any violation committed by the Processor's subcontractors..

Governing law and legal venue

This Enclosure is subject to the governing law and legal venue as set out in the Customer Agreement between the parties.

Appendix A - Categories of Personal Data and Data Subjects

1. Categories of Data Subject's and Personal Data subject to Processing according to this Agreement

- a. Categories of Data Subjects
 - i. Customer end users
 - ii. Customer employees
 - iii. Customer contact persons
 - iv. Customer's customer data

- b. Categories of Personal Data
 - i. contact information
 - ii. user logs and IP addresses
 - iii. bank account information

2. Types of sensitive Personal Data subject to Processing according to the Agreement

This section is only relevant if the Processor shall process sensitive Personal Data as indicated below on behalf of the Controller as part of the Services Agreement. In order for the Processor to process such data on behalf of the Controller, the types of Sensitive Personal Data in question must be specified below by the Controller.

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

The Processor shall on behalf of the Controller, process information regarding:	<i>Yes</i>	<i>No</i>
racial or ethnic origin, or political, philosophical or religious beliefs,		x
that a person has been suspected of, charged with or convicted of a criminal offence,		x
health information,		x
sexual orientation,		x
trade union membership		x
genetic or biometric data		x

Appendix B - Overview current subcontractors

Current subcontractors with access to the Controller's Personal Data upon signing this Agreement.

In the future, an up-to-date list can be found at the address:

<https://privacy.vismasolutions.com>:

Name	Location/country	Legal grounds if the subcontractor has access to personal data from countries outside the EU	Assisting the Processor with
Amazon Web Services Inc.	Luxembourg, Data center located in Germany	Not applicable within EU	Data center infrastructure and services
Danske Bank Oyj	Finland	Not applicable within EU	e-invoice delivery to Finnish bank network
Go2UBL	Netherlands	Not applicable within EU	Scanning services for Dutch and Danish customers
Kollektor A/S	Norway	Not applicable within EEA	Scanning services for Norwegian customers
Kollektor Oy	Finland	Not applicable within EU	Scanning services for Finnish customers
Nets A/S	Norway	Not applicable within EEA	e-invoice delivery to Norwegian bank network and printing services
Postnord Strålfors Oy	Finland	Not applicable within EU	Printing services
SendGrid Inc	United States of America	Privacy Shield certified, Data protection agreement including EU standard clauses	Email invoices

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18.5.2018 Data Processing Enclosure added

